



educational needs. The SRP shall operate in accordance with the Schedule. For the avoidance of doubt, the SRP shall constitute a separately designated provision from any existing SEN Unit operated by the Academy.”; and

- 2.1.2 by the insertion of the Schedule (Specialist Resource Provision) after Clause 6 and before the execution provisions, the wording of the Schedule being as follows:

“Schedule – Specialist Resource Provision

1. The Academy shall establish and maintain the SRP.
2. The SRP shall cater for pupils with the following needs: Social, Emotional and Mental Health needs (SEMH), Emotionally Based School Avoidance (EBSA) and Autism Spectrum Disorder (ASD).
3. With effect from 1 September 2026, the SRP shall have a maximum capacity of 40 places.
4. The age range of pupils attending the SRP shall be 3 – 11 years.
5. Pupils shall be admitted to the SRP where the Academy is named in the pupil’s EHCP and the placement is agreed with London Borough of Bexley.
6. The Academy Trust shall ensure that:
  - 6.1 the SRP is appropriately staffed with suitably qualified and experienced personnel;
  - 6.2 suitable accommodation and facilities are provided, including specialist teaching spaces and support areas;
  - 6.3 pupils in the SRP are, where appropriate, integrated into mainstream classes and activities within the Academy; and
  - 6.4 provision is tailored to meet the individual needs of each pupil.
7. The Academy Trust shall co-operate with the Secretary of State and London Borough of Bexley in reviewing the operation and effectiveness of the SRP.“

- 2.2 Except as varied by this Deed, the Master Funding Agreement and the Supplemental Agreement shall remain in full force and effect.

**3. Governing law and jurisdiction**

- 3.1 This Deed, and any disputes or claims arising out of or in connection with it, its subject matter or formation (including non-contractual disputes or claims), shall be governed by and construed in accordance with English law.

3.2 The parties irrevocably agree that the English courts have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Deed or its subject matter or formation (including non-contractual disputes or claims).

**4. Counterparts**

4.1 This Deed may be executed in any number of counterparts and by the parties to it on separate counterparts, each of which when so executed and delivered shall be an original, but all the counterparts shall together constitute one and the same instrument.

**IN WITNESS** whereof this Deed has been executed by the parties hereto and is intended to be and is hereby delivered on the date first above written.

**EXECUTED** as a deed by affixing the corporate seal of the **Secretary of State for Education** authenticated by:- )  
)  
)

.....  
Duly authorised by the Secretary of State for Education


**EXECUTED** as a deed by Illuminate Minds Trust acting by:



.....

**Director** Jo Southby

In the presence of:

W	Sign	
I	Name	Nicola Harper
T	Address	Pelham Primary School, Pelham Road, Bexleyheath, DA7 4HL
N	Occupation	Chair of Governors
E		
S		
S		