

FREEDOM OF INFORMATION REDACTION SHEET

Newcroft Primary Academy

Deed of Variation

Exemptions in full n/a Partial exemptions Personal Information has been redacted from this document under Section 40 of the Freedom of Information (FOI) Act. Section 40 of the FOI Act concerns personal data within the meaning of the Data Protection Act 1998.	
Factors for disclosure	Factors for Withholding
▪ further to the understanding of and increase participation in the public debate of issues concerning Academies. ▪ to ensure transparency in the accountability of public funds.	▪ To comply with obligations under the Data Protection Act.
<u>Reasons why public interest favours withholding information</u> Whilst releasing the majority of the Newcroft Primary Academy Deed of Variation will further the public understanding of Academies, the whole of these documents cannot be revealed. If the personal information redacted were to be revealed under the FOI Act, Personal Data and Commercial interests would be prejudiced.	

DEED OF VARIATION TO THE FUNDING AGREEMENT

THIS DEED is made the 5 day of February 2025

BETWEEN

- 1) The Secretary of State for Education (the "**Secretary of State**"); and
- 2) **SYMPHONY LEARNING TRUST**, (the "**Company**") a charitable company incorporated in England and Wales with registered number 07941899, together, the "**Parties**".

INTRODUCTION

- A. The Parties entered into a funding agreement dated on or about 31 August 2016, as varied by a deed of variation dated 30 April 2018 (the "**Funding Agreement**") relating to the establishment, maintenance and funding of Newcroft Primary Academy, an Academy in accordance with the Funding Agreement.
- B. The Parties now wish to vary and amend certain terms and conditions of the Funding Agreement in accordance with the terms of this Deed.
- C. This Deed is supplemental to the Funding Agreement.

1. INTERPRETATION

- 1.1 Words, expressions and interpretations used in this Deed shall, unless the context expressly requires otherwise, have the meaning given to them in, and shall be interpreted in accordance with, the Funding Agreement.

2. VARIATION OF THE FUNDING AGREEMENT

- 2.1 The Parties agree that with effect from the date of this Deed the Funding Agreement shall be amended as follows:

2.1.1 The reference in the Summary Sheet of the Funding Agreement to the Capacity and Age Range shall be replaced with the following:

Capacity number (of statutory school age places) (if the Academy has a nursery provision, please provide a breakdown of capacity for nursery pupils and statutory school age places)	420 Statutory Aged pupils 26 FTE nursery places
Age range (including nursery provision where the nursery is part of the school)	3-11

2.1.2 The reference in the clause variation table to clauses 2.E.1 and 3.I.1 in the Funding Agreement shall be replaced with the following to indicate that the clauses are “applied” rather than “not used”:

Clause No.	Descriptor	Applied	Not used
2.E.1	Only applies to free schools and academies with nursery provision	X	
3.I.1	Only applies to free schools and academies with nursery provision	X	

2.1.3 The addition of the following to the definitions set out in clause 1.C:-

“Funded Hours” means the current applicable government funded entitlement to free childcare.

2.1.4 Clauses 2.B, 2.E.1 and 3.I.1 in the Funding Agreement shall be replaced with the following:

2.B The planned capacity of the Academy is 420 and the age range is 3-11, plus nursery provision of 26 places. For the avoidance of doubt, notwithstanding that an individual applicant’s age might be outside the specified age range of the Academy, the Academy is not prevented from considering an application made by the child’s Parent(s) in order to comply with the relevant paragraph of the Schools Admissions Code (‘Admission of children outside their normal age group’), to request that the child be admitted to the school outside of the child’s normal age group. Where such a request is agreed, the child should be educated in an existing year group. The Academy will be an all ability inclusive mixed sex school.

2.E.1 Clause 2.16 of the Master Agreement does not prevent the Academy Trust charging fees for nursery provisions outside the Funded Hours.

3.I.1 For the avoidance of doubt, the pupil number count for the purposes of determining GAG excludes nursery provision pupils. Clauses 3.A-3.I must be read with this exclusion in mind.

2.2 Except as varied by this Deed, the Funding 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:-)
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[Redacted signature block]

Duly authorised by the Secretary of State for Education



EXECUTED as a deed by **SYMPHONY LEARNING TRUST**, acting by: Signed by: Signed by:

.....
[Redacted signature block]

Director

.....
[Redacted signature block]

Director/Secretary