

## FREEDOM OF INFORMATION REDACTION SHEET

### All Saints CofE Primary School Deed of Variation to the Funding Agreement

#### 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

- 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

#### Factors for Withholding

- To comply with obligations under the Data Protection Act

#### Reasons why public interest favours withholding information

Whilst releasing the majority of the **All Saints CofE Primary School – Deed of Variation to the Funding Agreement** 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 29th day of August 2024

### BETWEEN

- 1) The Secretary of State for Education (the "**Secretary of State**"); and
  - 2) Collaborative Learning Trust (the "**Company**"), a company incorporated in England and Wales with registered number 07831080,
- together, the "**Parties**".

### INTRODUCTION

- A. The Parties entered into a supplemental funding agreement dated on or about 1 September 2022 (the "**Funding Agreement**") relating to the establishment, maintenance and funding of an Academy in accordance with the Supplemental Funding Agreement and the master funding agreement between the Parties dated on or around 31 May 2022 (and varied on 12 March 2024).
- 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 1 September 2024, the Funding Agreement shall be amended as follows:

2.1.1 The age range (including nursery provision where the nursery is part of the school) of the Academy, as specified in the "Summary Sheet" in the Funding Agreement, shall be deleted and replaced with the number "2-11".

2.1.2 Clause 2.B shall be deleted in its entirety and replaced with the following wording:

"The planned capacity of the Academy is 630 and the age range is 2-11, plus nursery provision of 40 FTE 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”

2.2 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:- )  
)  
)

..... [Redacted]

Duly authorised by the Secretary of State for Education



**EXECUTED** as a deed by **Collaborative Learning Trust** acting by a director: )  
)  
)

..... [Redacted]

**Director**

In the presence of:

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