

FREEDOM OF INFORMATION REDACTION SHEET

Northbrook 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

- 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 **Northbrook 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 26 day of August 2025

BETWEEN

- 1) The Secretary of State for Education (the "**Secretary of State**"); and
- 2) Endeavour Learning Trust (the "**Company**") a charitable company incorporated in England and Wales with registered number 07848372, together, the "**Parties**".

INTRODUCTION

- A. The Parties entered into a funding agreement dated on or about 29 June 2020 (the "**Funding Agreement**") relating to the establishment, maintenance and funding of Northbrook Primary 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 In the summary sheet, in the box to the right of 'Capacity Number', remove:

315

And replace with:

To 31 August 2025:
315

From 1 September 2025:
285 statutory school age places
30 full-time equivalent nursery places

- 2.1.2 In the summary sheet, in the box to the right of 'Age range', remove:

4-11

And replace with

4-11 to 31 August 2025
2-11 from 1 September 2025

- 2.1.3 In the summary sheet, in the box to the right of 'SEN unit / Resource provision', add:

From 1 September 2025: SEN Unit for pupils aged 7-11 in respect of communication and interaction, including speech, language and communication needs and/or autistic spectrum disorder

- 2.1.4 Insert in clause 1.C new definition after the definition of "Coasting" and before the definition of "Guidance":

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

- 2.1.5 Remove existing clause 2.B and replace with:

2.B To 31 August 2025, the planned capacity of the Academy is 315 and the age range is 4-11, and from 1 September 2025, the planned capacity will be 285 statutory school age places, plus nursery provision of 30 full time equivalent places, and which for the avoidance of doubt includes pupils with designated places pursuant to clause 2.C. 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 school.

- 2.1.6 Remove existing clauses 2.C and 2.D and replace with:

2.C From 1 September 2025, the Academy must operate designated places reserved for pupils with SEN (SEN Unit or Resourced Provision) with up to 16 planned places for pupils with communication and interaction needs, including speech, language and communication needs and/or autistic spectrum disorder, in the age range 7-11.

2.D From 1 September 2025, the Secretary of State may at any time determine that the SEN Unit or Resourced Provision should cease to operate. In making such a determination, the Secretary of State will:

- a) consider the views of the Academy and relevant LAs (in their strategic role in the commissioning of SEN provision); and

- b) consider how his determination will affect the LAs' ability to secure suitable SEN provision for children and young people in the area.

2.1.7 Insert new clause 2.E.1 immediately below clause 2.E:

2.E.1 From 1 September 2025, clause 2.16 of the Master Agreement does not prevent the Academy Trust charging fees for nursery provisions outside the Funded Hours.

2.1.8 Insert new clause 3.I.1 immediately below clause 3.I:

3.I.1 From 1 September 2025, 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:-



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

EXECUTED as a deed by **Endeavour Learning Trust**, acting by:



Director

Director/Secretary

OR

EXECUTED as a deed by **Endeavour Learning Trust**,
acting by: [REDACTED] [REDACTED]

Director

In the presence of:

W
I
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Sign

Name

Address

Occupation