FREEDOM OF INFORMATION REDACTION SHEET Broken Cross Primary Academy and Nursery 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 **Broken Cross Primary Academy and Nursery 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 SUPPLEMENTAL FUNDING AGREEMENT FOR BROKEN CROSS PRIMARY ACADEMY AND NURSERY

THIS DEED is made the 25th day of February 2026

BETWEEN

1) The Secretary of State for Education (the "**Secretary of State**"); and
2) Halliard Trust, (the "**Company**") a charitable company incorporated in England and Wales with registered number 07346144,

together, the "**Parties**".

INTRODUCTION

A. The Parties entered into a supplemental funding agreement dated 27 August 2014 as varied by a Deed of Variation dated 2 August 2023 (the "**Supplemental Funding Agreement**") relating to the establishment, maintenance and funding of Broken Cross Primary Academy and Nursery in accordance with the Supplemental Funding Agreement.

B. The Parties now wish to vary and amend certain terms and conditions of the Supplemental Funding Agreement in accordance with the terms of this Deed.

C. This Deed is supplemental to the Supplemental 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 Supplemental Funding Agreement.

2. VARIATION OF THE SUPPLEMENTAL FUNDING AGREEMENT

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

2.1.1 Reference in the Summary Sheet to the SEN unit/Resource Provision shall be deleted and replaced by the following so that the Summary Sheet reads as follows:

"**SUMMARY SHEET**

SEN unit/ Resource provision	7 places.

2.1.2 Clauses 2.B as currently drafted shall be deleted and replaced, so that the clause reads as follows:

"**Pupils**

2.B The planned capacity of the Academy is 210 and the age range is 3 to 11, plus nursery provision of 34 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 mixed sex school."

2.1.3 Clauses 2.C and 2.D as currently drafted shall be deleted and replaced, so that they read as follows:

"**SEN Unit or Resourced Provision**

2.C The Academy must operate designated places reserved for pupils with SEN (SEN Unit or Resourced Provision) with up to 7 planned places for pupils with SLCN (speech, language and communication needs) in the age range 3 to 11.

2.D 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 the 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."

2.2 Except as varied by this Deed, the Supplemental 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.

[redacted]

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

[redacted]

EXECUTED as a deed by **Halliard Trust**

[redacted]

In the presence of:

[redacted]