

FREEDOM OF INFORMATION REDACTION SHEET

Overdale Infant School

Deed of Variation to the Supplemental 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	Factors for Withholding
<ul style="list-style-type: none">▪ 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	<ul style="list-style-type: none">▪ To comply with obligations under the Data Protection Act
<u>Reasons why public interest favours withholding information</u> Whilst releasing the majority of the Overdale Infant School Deed of Variation to the Supplemental 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 22 day of December 2025

BETWEEN

- 1) The Secretary of State for Education (the "Secretary of State"); and
- 2) Oak Multi Academy Trust, (the "Company") a charitable company incorporated in England and Wales with registered number 07695364 together, the "Parties".

INTRODUCTION

- A. The Parties entered into a supplemental funding agreement dated 28 March 2018 (the "Funding Agreement") relating to the establishment, maintenance and funding of Overdale Infant School 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 1 January 2026, the Funding Agreement shall be amended as follows:
 - Reference in the Summary Sheet 'Capacity number' shall be replaced with: 370 (including 10 SEN places).
 - Reference in the Summary Sheet 'SEN unit/Resource provision' shall be replaced with: '10 places for pupils with Communication and Interaction needs, including Speech, Language and Communication Needs (SLCN) and Autism Spectrum Disorder (ASD)'.
 - Reference in the Summary Sheet 'Clause 2.C, 2.D' shall be marked as 'Applied'.
 - Clause 2.B shall be replaced with: The planned capacity of the Academy is 370 (which for the avoidance of doubt includes pupils with designated places pursuant to clause 2.C) in the age range 3 – 7 years. The Academy will be an all ability inclusive school.
 - Clause 2.C shall be replaced with: The Academy must operate designated places reserved for pupils with SEN (SEN Unit or Resourced Provision) with

up to 10 planned places for pupils with Communication and Interaction needs, including Speech, Language and Communication Needs (SLCN) and Autism Spectrum Disorder (ASD) in the age range 4 – 7.

- Clause 2.D shall be replaced with: 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.

2.2 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 Oak Multi Academy Trust
acting by:





In the presence of:

W Sign
I
T Name
N
E Address
S
S Occupation

