

FREEDOM OF INFORMATION REDACTION SHEET

Matchborough First School Academy Deed of Novation and Variation of Supplemental Funding Agreement

<p>Exemptions in full</p> <p>n/a</p> <p>Partial exemptions</p> <p>Personal Information has been redacted from this document under Section 40 of the Freedom of Information (FOI) Act.</p> <p>Section 40 of the FOI Act concerns personal data within the meaning of the Data Protection Act 1998.</p>	
<p>Factors for disclosure</p> <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	<p>Factors for Withholding</p> <ul style="list-style-type: none">▪ To comply with obligations under the Data Protection Act
<p><u>Reasons why public interest favours withholding information</u></p> <p>Whilst releasing the majority of the Matchborough First School Academy Deed of Novation and Variation of 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.</p>	

**DEED OF NOVATION AND VARIATION
OF THE
FUNDING AGREEMENT FOR MATCHBOROUGH FIRST SCHOOL ACADEMY**

THIS DEED is dated the 17th day of December 2025

PARTIES

(1) **THE SECRETARY OF STATE FOR EDUCATION** of Sanctuary Buildings, Great Smith Street, London SW1P 3BT (the "**Secretary of State**");

(2) **CENTRAL REGION SCHOOLS TRUST**, a charitable company incorporated in England and Wales with registered company number 08166526 whose registered address is at Suite B06 Assay Studios, 141 Newhall Street, Birmingham, England, B3 1SF (the "**Incoming Academy Trust**"); and

(3) **MATCHBOROUGH FIRST SCHOOL ACADEMY**, a charitable company incorporated in England and Wales with registered company number 08741704 whose registered address is at Matchborough Way, Matchborough East, Redditch, Worcestershire, B98 0GD (the "**Company**"),

together referred to as the "**Parties**".

BACKGROUND

- A. Matchborough First School Academy is an academy within the meaning of the Academies Act 2010 (the "**academy**") and is currently operated by the Company (a single academy trust).
- B. The Secretary of State and the Company entered into a Funding Agreement on 1 November 2013 as subsequently varied by deed of variation dated 26 August 2025 (the "**Agreement**") for the maintenance and funding of the academy.
- C. It is proposed that, with effect from 00.01 am on 1 January 2026 (the "**Transfer Date**"), the Incoming Academy Trust will assume responsibility for the management and operation of the academy in succession to the Company.
- D. The Parties wish to novate the Agreement to the Incoming Academy Trust, and the Secretary of State and the Incoming Academy Trust wish to vary the terms of the Agreement subject to the provisions of this Deed.

AGREED TERMS

1. DEFINITIONS

In this Deed, unless the context otherwise requires, expressions defined in the ~~Agreement~~ and used in this Deed shall have the meaning set out in the ~~Agreement~~. The rules of interpretation set out in the ~~Agreement~~ apply to this Deed.

2. NOVATION

- 2.1. The Company transfers all its rights, liabilities and obligations under the ~~Agreement~~ to the Incoming Academy Trust with effect from the Transfer Date. With effect from the Transfer Date, the Incoming Academy Trust shall enjoy all the rights and benefits of the Company under the ~~Agreement~~ and all references to the Company in the ~~Agreement~~ shall be read and construed as references to the Incoming Academy Trust.
- 2.2. Not used.
- 2.3. With effect from the Transfer Date, the Incoming Academy Trust agrees to perform the ~~Agreement~~ and be bound by its terms in every way as if it were the original party to it in place of the Company.
- 2.4. With effect from the Transfer Date, the Secretary of State agrees to perform the ~~Agreement~~ and be bound by its terms in every way as if the Incoming Academy Trust were the original party to it in place of the Company.

3. RELEASE AND WAIVER

- 3.1. With effect from the Transfer Date, the Company and the Secretary of State release each other from all future obligations to the other under the ~~Agreement~~.
- 3.2. Each of the Company and the Secretary of State release and discharge the other from all claims and demands under or in connection with the ~~Agreement~~ arising after the Transfer Date.
- 3.3. Each of the Incoming Academy Trust and the Secretary of State will have the right to enforce the ~~Agreement~~ and pursue any claims and demands under the ~~Agreement~~ against the other with respect to matters arising before, on or after the

date of this Deed as though the Incoming Academy Trust were the original party to the Agreement instead of the Company.

3.4. Neither the Incoming Academy Trust nor the Secretary of State waives any rights to pursue individual directors or trustees of the Company in relation to any liabilities arising from that individual's breach of trust or breach of duty (whether knowingly or recklessly) or from any fraud or any criminal act or omission on the part of that individual.

4. INDEMNITY

The Incoming Academy Trust agrees to indemnify the Company against any losses, liabilities, claims, damages or costs the Company suffers or incurs under or in connection with the Agreement as a result of the Incoming Academy Trust's failure to perform or satisfy its obligations under the Agreement on or after the Transfer Date.

5. VARIATION

5.1. The Secretary of State and the Incoming Academy Trust agree that with effect from the Transfer Date the Agreement shall be amended and restated so as to take effect in the form set out in the Schedule to this Deed.

5.2. As varied by this Deed, the Agreement shall remain in full force and effect.

6. COUNTERPARTS

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.

7. GOVERNING LAW

This Deed shall be governed by and interpreted in accordance with English law.

8. JURISDICTION

The Parties irrevocably agree that the courts of England and Wales shall 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).

IN WITNESS whereof this Deed has been executed by the parties hereto and is intended to be and is hereby delivered on the last date listed below.

EXECUTED as a deed by affixing the corporate seal)
of **THE SECRETARY OF STATE FOR EDUCATION**)
authenticated by:-)

[REDACTED]

STATE FOR EDUCATION

Date.....17 - 12 - 2025



EXECUTED as a deed by the
Central Region Schools Trust
acting by one director in the
presence of a witness:

Director

Print name

Date

Witness

Print na

Address.

Occupati

[REDACTED]

EXECUTED as a deed by

Matchborough First School

Academy acting by one director

in the presence of a witness: Director

Print name

Date

Witness

Print name

Address

Occupation

Schedule
Supplemental Funding Agreement
Matchborough First School Academy