

## FREEDOM OF INFORMATION REDACTION SHEET

Stewards Academy, The Passmores Co-operative Learning Community

Deed of Novation and Variation to Supplemental Funding Agreement

<p><b>Exemptions in full</b></p> <p>n/a</p> <p><b>Partial exemptions</b></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>	
Factors for disclosure	Factors for Withholding
<ul style="list-style-type: none"><li>▪ further to the understanding of and increase participation in the public debate of issues concerning Academies.</li><li>▪ to ensure transparency in the accountability of public funds</li></ul>	<ul style="list-style-type: none"><li>▪ To comply with obligations under the Data Protection Act</li></ul>
<p><u>Reasons why public interest favours withholding information</u></p> <p>Whilst releasing the majority of the <b>Stewards Academy's Deed of Novation and Variation to the Supplemental Funding Agreement</b> 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  
SUPPLEMENTAL FUNDING AGREEMENT FOR STEWARDS ACADEMY**

The Parties to this Deed are:

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

(2) **THE PASSMORES CO-OPERATIVE LEARNING COMMUNITY**, a charitable company incorporated in England and Wales with registered company number 07736246 whose registered address is at Passmores Academy, Tracyes Road, Harlow, Essex, CM18 6JH ("IAT"); and

(3) **STEWARDS ACADEMY TRUST**, a charitable company incorporated in England and Wales with registered company number 07770970 whose registered address is at Stewards Academy Trust, Parnall Road, Harlow, Essex, CM18 7NQ (the "**Company**"),

together referred to as the "Parties".

## **INTRODUCTION**

- A. Stewards 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 October 2011 (the "**Existing Agreement**") for the maintenance and funding of the academy, a copy of which is contained in Schedule 1 of this Deed.
- C. It is proposed that, with effect from 00.01 am on 1 February 2025 ("Transfer Date"), IAT will assume responsibility for the management and operation of the academy in succession to the Company.
- D. The Parties wish to novate the Existing Agreement to IAT and the Secretary of State and IAT wish to vary the terms of the Existing Agreement subject to the provisions of this Deed.

## **LEGAL AGREEMENT**

- 1. Any word or phrase used in this Deed shall, if that word or phrase is defined in the Existing Agreement, bear the meaning given to it in the Existing Agreement.

## **NOVATION**

2. The Company transfers all its rights and obligations under the Existing Agreement to IAT with effect from the Transfer Date. With effect from the Transfer Date, IAT shall enjoy all the rights and benefits of the Company under the Existing Agreement and all references to the Company in the Existing Agreement shall be read and construed as references to IAT.

3. Not used.

4. With effect from the Transfer Date, IAT agrees to perform the Existing Agreement and be bound by its terms in every way as if it were the original party to it in place of the Company.

5. With effect from the Transfer Date, The Secretary of State agrees to perform the Existing Agreement and be bound by its terms in every way as if IAT were the original party to it in place of the Company.

## **OBLIGATIONS AND LIABILITIES**

6. 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 Existing Agreement.

7. 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 Existing Agreement arising after the Transfer Date.

8. Each of IAT and the Secretary of State will have the right to enforce the Existing Agreement and pursue any claims and demands under the Existing Agreement against the other with respect to matters arising before, on or after the date of this Deed as though IAT were the original party to the Existing Agreement instead of the Company.

## **INDEMNITY**

9. The Company agrees to indemnify IAT against any losses, liabilities, claims, damages or costs that IAT suffers or incurs under or in connection with the Existing Agreement as

a result of the Company's failure to perform or satisfy its obligations under the Existing Agreement on or before the Transfer Date.

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

#### **VARIATION**

11. The Secretary of State and IAT agree that with effect from the Transfer Date the Existing Agreement shall be amended and restated so as to take effect in the form set out in Schedule 2 to this Deed.

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

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

14. 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).

#### **COUNTERPARTS**

15. 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 last date listed below.

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



.....  
[Redacted Signature]

Duly authorised by the **SECRETARY OF STATE FOR EDUCATION**  
Date 16/01/2025.....

EXECUTED as a deed by **IAT**  
acting by two directors:

Director [Redacted Signature] .....  
Print name.....  
Date .....

Director [Redacted Signature] .....  
Print name.....  
Date .....