

FREEDOM OF INFORMATION REDACTION SHEET
Belvedere Infant School

Deed Of Variation

<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>	
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
<p><u>Reasons why public interest favours withholding information</u></p> <p>Whilst releasing the majority of the Belvedere Infant School 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.</p>	

DEED OF VARIATION TO THE FUNDING AGREEMENT

THIS DEED is made the day of 17th of December 2025

BETWEEN

- 1) The Secretary of State for Education (the "**Secretary of State**"); and
- 2) The Pioneer Academy, (the "**Company**") a charitable company incorporated in England and Wales with registered number 07691324, together, the "**Parties**".

INTRODUCTION

- A. The Parties entered into a supplemental funding agreement dated on or about the 28 August 2019 (the "**Supplemental Funding Agreement**") relating to the establishment, maintenance and funding of an academy known as Belvedere Infant School 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 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 capacity figure and the SEN unit / Resource provision shall be deleted and replaced by the following so that the Summary Sheet reads as follows:

"SUMMARY SHEET

Capacity number (of statutory school age places) (if the Academy has a nursery provision, please provide a breakdown of capacity for nursery pupils and statutory school age places)	278 26 FTE nursery places
SEN unit / Resource provision	8 place Specialist Resource Provision for pupils with ASD

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

"Pupils

- 2.B The planned capacity of the Academy is 278 and the age range is 3 to 7, plus nursery provision of 26 places, and which for the avoidance of doubt includes pupils within the SEND 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.

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 8 planned places for pupils with ASD (Autistic Spectrum Disorder) in the age range 3 to 7.
- 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 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:-)
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)

[Redacted signature]

Education



EXECUTED as a deed by
The Pioneer Academy,
acti

[Redacted signature]

Director

In the presence of:

W Sig [Redacted]

I Name [Redacted]

N Address 63 NIGHTINGALE ROAD, SOUTH CROYDON,
E CR2 8PS

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