DATED 1 September 2026

(1) THE SOCIETAS TRUST

(2) OAKLANDS NURSERY SCHOOL

ASSOCIATE MEMBER AGREEMENT

June 2025

THIS AGREEMENT is made on 1st September **2026**

BETWEEN:

(1) **THE SOCIETAS TRUST** a company limited by guarantee registered in England and Wales (company number 09987031) whose registered office is situated at Ellison Primary Academy, Newcastle-under-Lyme ("the Trust")

(3) **THE GOVERNING BODY OF OAKLANDS NURSERY SCHOOL** of Oaklands Avenue, Newcastle-under-Lyme ("the Nursery")

HEREINAFTER REFERRED TO AS THE PARTIES.

WHEREAS

(A) The company is a Multi Academy Trust incorporating 7 academies in the North Staffordshire area

(B) The Nursery is a Maintained Nursery School maintained by Staffordshire County Council

(C) The Trust and the Nursery have agreed from the date of this Agreement to collaborate with each other and this Agreement is intended to set out the terms of the collaboration and will in particular set out the vision as well set out the responsibilities and communication mechanisms between the Trust and the Nursery.

1 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement the following words shall have the following meanings:-

Stakeholder – anyone with a vested interest in any of the parties (e.g. Staff Members, Governors, Pupils, Parents etc.)

1.2 In this Agreement (except where the context otherwise requires):

1.2.1 use of the singular includes the plural (and *vice versa*) and use of any gender includes the other genders;

1.2.2 a reference to a party is to a party to this Agreement and shall include that party's personal representatives, successors or permitted assignees;

1.2.3 a reference to persons includes natural persons, firms, partnerships, bodies corporate and corporations, and associations, organisations, governments, states, foundations, trusts and other unincorporated bodies (in each case whether or not having separate legal personality and irrespective of their jurisdiction of origin, incorporation or residence); and

1.2.4 a reference to a Clause or Schedule is to the relevant clause of or schedule to this Agreement; a reference to a sub-clause or paragraph is to the relevant sub-clause or paragraph of the Clause or Schedule in which it appears.

1.3 The Schedules form an integral part of this Agreement and have effect as if set out in full in the body of this Agreement. A reference to this Agreement includes the Schedules.

1.4 In the event of any conflict or inconsistency between the Clauses and the Schedules of this Agreement, the Clauses shall prevail.

1.5 General words are not to be given a restrictive meaning because they are followed by particular examples, and any words introduced by the terms "including", "include", "in

particular" or any similar expression will be construed as illustrative and the words following any of those terms will not limit the sense of the words preceding those terms.

1.6 Any reference to a statute, statutory provision or statutory instrument includes a reference to that statute, statutory provision or statutory instrument together with all rules and regulations made under it as from time to time amended, consolidated or re-enacted

2. GOALS AND OBJECTIVES

2.1 In signing this Agreement, the parties agree to fully collaborate with one another at all levels to the benefit of their respective stakeholders and the wider communities they each serve; to bring about harmonisation of statutory policies and procedures, where possible; to respect each other's ethos and values at all times; to promote the good working relationship of the parties whenever and wherever possible.

3. COLLABORATION VALUES

3.1 The underlying values of this Agreement are rooted in honesty, transparency and mutual respect. Each of the parties, in signing this agreement, agrees to respect and abide by these values and all those values held by the other parties.

4. ROLES AND RESPONSIBILITIES

4.1 The parties, in signing this Agreement, agree to be responsible for the success of the Agreement to the benefit of their respective stakeholders and the wider communities they each serve. For the Trust, the CEO ultimately has this responsibility, and for the Nursery, the responsibility ultimately lies with the Chair of the Governing Body.

5. EVALUATION

5.1 It shall be for the parties, both individually and jointly, to evaluate the success of this Agreement to the benefit of their respective stakeholders and the wider communities they each serve. The Agreement shall be reviewed annually by all the parties.

6. DECISION MAKING

6.1 Whilst this Agreement does not contractually bind the parties, nor make the parties legally responsible for each other, it is recognised that the parties, whilst working together in the interest of their respective stakeholders and the wider communities they each serve, may take joint decisions from time to time. Where decisions are taken jointly, all the parties will seek to abide by them to the best of their abilities.

6.2 Each party will also have associate representation in the governance arrangements of the other parties.

7. RESOLVING CONFLICTS

7.1 Where conflicts arise, it will be for the parties to work together constructively to resolve them in the interest of their respective stakeholders and the wider communities they each serve. Should such a resolution not be possible, then the affected parties may serve notice on the other parties to terminate the Agreement.

8. JOINT PLANNING OF THE COLLABORATION BETWEEN THE PARTIES INCLUDING COMMUNICATION AS SET OUT IN SCHEDULE 1.

8.1 The parties, under the terms of this agreement, will also abide by the joint planning of the collaboration, including communication, as set out in Schedule 1.

9. OTHER OBLIGATIONS OF THE TRUST UNDER THIS AGREEMENT INCLUDING A DESCRIPTION OF THE SERVICES TO BE PROVIDED AS SET OUT IN SCHEDULE 2

9.1 The Trust, under the terms of this agreement, will also abide by its other obligations, including the provision of a number of benefits and services to the Nursery, as set out in Schedule 2. The annual cost to the Nursery for Trust led services will be £3,500, plus £1,200 for Caretaker Support to be provided by Ellison Primary Academy. Billing will be termly in arears. This arrangement will be reviewed on an annual basis.

10. OTHER OBLIGATIONS OF THE NURSERY UNDER THIS AGREEMENT AS SET OUT IN SCHEDULE 3

10.1 The Nursery, under the terms of this Agreement, will also abide by the list of its other obligations as set out in Schedule 3.

11. CONFIDENTIALITY

Each party undertakes to the others that it will keep the contents of this Agreement, and any other information or data exchanged between the parties, confidential as between the parties and the Department for Education (or its successors) except to the extent that disclosure is required by law.

12. THIRD PARTIES

No person who is not a party to this Agreement is intended to reserve a benefit under, or be entitled to enforce, this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999 (the "Act") save that any Contractor may enjoy the benefit and enforce the terms of this Agreement in accordance with the Act. Notwithstanding this, neither the Council nor the Governing Body nor the Company require the consent of any Contractor to rescind or vary this Agreement at any time, even if that variation or rescission affects the benefits conferred on such Contractor.

13. FORCE MAJEURE

Neither party will be liable to the other for any delay or non-performance of its obligations under this Agreement arising from any cause or causes beyond its reasonable control.

14. GENERAL

14.1 No forbearance or delay by either party in enforcing its rights will prejudice or restrict the rights of that party, and no waiver of any such rights or of any breach of any contractual terms will be deemed to be a waiver of any other right or of any later breach.

14.2 No variation of this Agreement will be valid unless recorded in writing and signed by or on behalf of each of the parties to this Agreement.

14.3 If any provision of this Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction or illegal, the other provisions will remain unaffected and in force.

14.4 Nothing in this Agreement will be construed as constituting or evidencing any partnership, contract of employment or joint venture of any kind between either of the parties or as authorising either party to act as agent for the other. Neither party will have authority to make representations for, act in the name or on behalf of or otherwise to bind the other party in any way.

14.5 Neither party will make any announcement relating to this Agreement or its subject matter without the prior written approval of the other party (such approval not to be unreasonably withheld or delayed).

14.6 Each party will, at the request of the other party and its own cost, do (or procure others to do) everything necessary to give the other party the full benefit of this Agreement.

14.7 Any notice required to be given under this Agreement shall be in writing and shall be delivered personally, or sent by pre-paid first class or recorded delivery or by commercial courier, to each party required to receive the notice at the addresses specified by the relevant party by written notice to the other (and if no such address is specified), the address set out at the front of this Agreement.

14.8 Any notice shall be deemed to have been duly received:

14.8.1 if delivered personally, when left at the address and for the contract referred to in this Clause; or

14.8.2 if sent by pre-paid first class post or recorded delivery, at 9.00 a.m. on the second business day after posting; or

14.8.3 if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

14.9 A notice required to be given under this Agreement shall not be validly given if sent by email.

14.10 This Agreement may be executed in any number of counterparts, each of which will be an original and all of which will together constitute a single agreement.

14.11 This Agreement constitutes the entire agreement and understanding between the parties in respect of the matters dealt with in and supersedes any previous agreement between the parties.

14.12 Each of the parties acknowledge and agrees that in entering into this Agreement it does not rely on, and will have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in this Agreement.

15. GOVERNING LAW AND JURISDICTION

15.1 This Agreement will be governed by and interpreted in accordance with the law of England and Wales.

15.2 Each party irrevocably submits to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with this Agreement.

SIGNED by Jon Lovatt Jon Lovatt

Duly authorised on behalf of the

THE TRUST

SIGNED by Paula Pattison Paula Pattison

Duly authorised on behalf of the

THE NURSERY

SCHEDULE 1

JOINT PLANNING OF THE COLLABORATION BETWEEN THE PARTIES INCLUDING COMMUNICATION

The parties to the agreement undertake to work collaboratively in such areas as:-

1. Share with, promote, and educate stakeholders about the services provided jointly by the parties though meetings, events and marketing materials;
2. Professional Development and networking opportunities for staff;
3. Regular meetings to drive collaborative planning, alignment and structures that work to improve student success and development;
4. The Head Teacher (or a representative) of the Nursery to be invited to attend all Executive Board and relevant Working Party/ Sub-Working Group meetings as an associate member;
5. The Chair (or a representative) of the Governing Body of the Nursery to be invited to attend all Trust Board and Chairs' Group meetings as an associate member;
6. the CEO of the Trust to be invited to attend all Governing Body meetings of the Nursery as an associate member;
7. The establishment of a Working Party to promote the partnership, to ensure effective transition and consistency of standards, and sustainability going forward – this group will meet at least termly and comprise of:
    a. CEO - Trust
    b. LGB Chairs of Oaklands and Ellison
    c. LGB Vice Chairs of Oaklands and Ellison
    d. Headteachers of Oaklands and Ellison
    e. Business Managers of Oaklands and Ellison

SCHEDULE 2

OTHER OBLIGATIONS OF THE TRUST UNDER THIS AGREEMENT INCLUDING A DESCRIPTION OF THE SERVICES TO BE PROVIDED

Under the terms of this agreement, the Trust undertakes to provide the following services to the Nursery (list is not exhaustive):-

- Payroll Services (from 1 October 2019);
- HR Consultancy (from 1 October 2019);
- Support from the Central Team;
- Termly/ Annual Performance Reviews in-line with Trust's APR Framework;
- Education Psychologist Support;
- National College Subscription;
- Lyfter Subscription;
- School Bus Subscription;
- My School Wellbeing Subscription;
- Governor Support/ Training (including Gold package of support from the NGA);
- Internal Audit;
- Data Protection Services/ Audit;
- Site Supervisor Support (1 day per Calendar Month from 1 September 2021)*;

*to be provided by Ellison Primary Academy

SCHEDULE 3

OTHER OBLIGATIONS OF THE NURSERY UNDER THIS AGREEMENT

Under the terms of this agreement, the Nursery undertakes to:

- Harmonisation of statutory policies and procedures, where possible
- On a needs basis, the Headteacher will provide Early Years' support and expertise across the Trust.