

# FREEDOM OF INFORMATION REDACTION SHEET

## Fernwood School/The Fernwood Academy Trust

### Deed of Variation

<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>Fernwood School Deed of Variation</b> will further the public understanding of Academies. The whole of the <b>Fernwood School Deed of Variation</b> cannot be revealed. If the personal information redacted was to be revealed under the FOI Act, Personal Data and Commercial interests would be prejudiced.</p>	

DATED 27 March 2019

THE SECRETARY OF STATE FOR EDUCATION (1)

and

THE FERNWOOD ACADEMY TRUST (2)

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**DEED OF VARIATION**  
relating to a Funding Agreement  
dated 21 April 2011

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THIS DEED OF VARIATION is made on

27 March

2019

**BETWEEN:**

- (1) The Secretary of State for Education (“the **Secretary of State**”); and
  - (2) The Fernwood Academy Trust a charitable company incorporated in England and Wales with registered company number 07597390 (“the **Company**”)
- together referred to as the “Parties”.

**INTRODUCTION:**

- (A) The Parties entered into a funding agreement dated 21 April 2011 (the “**Funding Agreement**”) relating to the establishment, maintenance and funding of Fernwood School in accordance with the Funding Agreement.
- (B) The Parties wish to amend and restate the terms of the Funding Agreement in accordance with the terms of this Deed.

**IT IS AGREED** as follows:

1. Any word or phrase used in this Deed shall, if that word or phrase is defined in the Funding Agreement, bear the meaning given to it in the Funding Agreement.
2. The Secretary of State and the Company agree that with effect from the date of this Deed the Funding Agreement shall be amended and restated so as to take effect in the form set out in Schedule 1 to this Deed.
3. As varied by this Deed, the Funding Agreement shall remain in full force and effect.
4. This Agreement shall be governed by and interpreted in accordance with English law.

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 The Fernwood Academy Trust, acting by:

[Redacted signature]

Director

[Redacted signature]

Director

**SCHEDULE 1 - Restated Form of Funding Agreement**