

# FREEDOM OF INFORMATION REDACTION SHEET

## HOCKLEY HEATH ACADEMY TRUST

### DoV FUNDING AGREEMENT

<b>Exemptions in full</b>  n/a	
<b>Partial exemptions</b>  Personal Information has been redacted from this document under Section 40 of the Freedom of Information (FOI) Act.  Section 40 of the FOI Act concerns personal data within the meaning of the Data Protection Act 1998.	
<b>Factors for disclosure</b>	<b>Factors for Withholding</b>
<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>
<b><u>Reasons why public interest favours withholding information</u></b>  Whilst releasing the majority of the <b>HOCKLEY HEATH DoV ACADEMY TRUST FUNDING AGREEMENT</b> will further the public understanding of Academies. The whole of the <b>HOCKLEY HEATH DoV ACADEMY TRUST FUNDING AGREEMENT</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 29<sup>th</sup> November 2017

THE SECRETARY OF STATE FOR EDUCATION (1)

and

HOCKLEY HEATH ACADEMY TRUST (2)

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DEED OF VARIATION  
relating to a Funding Agreement  
dated 1 August 2012

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THIS DEED OF VARIATION is made on 29<sup>th</sup> November 2017

**BETWEEN:**

- (1) The Secretary of State for Education (“Secretary of State”); and
- (2) Hockley Heath Academy Trust, a charitable company incorporated in England and Wales with registered number 08104539 (“Company”)

together referred to as the “Parties”.

**INTRODUCTION:**

- (A) The Parties entered into a funding agreement dated 1 August 2012 (“Funding Agreement”) relating to the establishment, maintenance and funding of a school known as Hockley Heath Academy.
- (B) The Parties now wish to vary and amend the terms of the Funding Agreement and wish to record their agreement as to such variations/amendments to the Funding Agreement by this Deed.

**IT IS AGREED as follows:**

1. 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 in the form set out at Schedule 1 to this Deed.
2. As varied by this Deed, the Funding Agreement shall remain in full force and effect.
3. This Agreement shall be governed by and interpreted in accordance with English law.

This document has been executed and delivered as a Deed on the date stated at the beginning of this Deed.

The Corporate Seal of the Secretary of State for Education hereunto affixed is authenticated by:



Duly Authorised by the Secretary of State for Education

Executed as a deed by Hockley Heath )  
Academy Trust )

acting by )

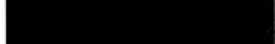
a Director )

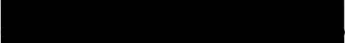



in the presence of:-

Director

Witness

Signature:  .....

Witness Name:  .....

Address: 

Occupation: BUSINESS MANAGER .....

### SCHEDULE 1 - Restated form of Funding Agreement

1. Clause 17 shall be replaced with:

“ The planned capacity of the Academy is 252 in the age range of 2-11 including nursery unit of 30 places. The Academy will be an all ability inclusive school whose requirements for:

- a) The admission of pupils to the Academy are set out in Annex B to this Agreement;
- b) The admission to the Academy of and support for pupils with SEN and with disabilities (for pupils who have and who do not have statements of SEN) are set out in Annex C to this Agreement.”