

FREEDOM OF INFORMATION REDACTION SHEET

Hasting Hill Academy

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 Hasting Hill Academy Deed of Variation will further the public understanding of Academies, the whole of the Hasting Hill Academy Deed of Variation 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>	

DEED OF VARIATION TO THE FUNDING AGREEMENT

THIS DEED is made the 15th day of NOVEMBER 2017

BETWEEN

- 1) The Secretary of State for Education (the "Secretary of State"); and
- 2) WISE Academies, (the "Company") a charitable company incorporated in England and Wales with registered number 07521946, together, the "Parties".

INTRODUCTION

- A. The Parties entered into a supplemental funding agreement dated 29 November 2012 (the "SFA") relating to the establishment, maintenance and funding of Hasting Hill Academy in accordance with the SFA.
- B. The SFA was subsequently terminated and replaced by a new supplemental funding agreement relating to the maintenance and funding of the Hasting Hill Academy dated 22 January 2015 (the "New SFA").
- C. The New SFA was subsequently amended and restated by the Parties by way of a Deed of Variation dated 29 November 2016 (the "Existing SFA").
- D. The Parties now wish to vary and amend certain terms and conditions of the Existing SFA in accordance with the terms of this Deed.
- E. This Deed is supplemental to the Existing SFA.

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 Existing SFA.

2. VARIATION OF THE FUNDING AGREEMENT

- 2.1 The Parties agree that with effect from the date of this Deed the Existing SFA shall be amended as follows:

Summary Sheet

Page 4 (Summary Sheet) of the Existing SFA is varied to read as follows:

"Capacity number: 350 and additionally, for the nursery 26 full-time equivalent places (52 part-time places) and an additional 8 full-time equivalent places (16 part-time places) for two year olds"

"Age range: 2 – 11"

Clause 2.B

Clause 2.B of the Existing SFA is varied to read as follows:

"The planned capacity of the Academy is 350 in the age range 4 to 11 years, with an additional nursery capacity of 26 full-time equivalent places (52 part-time places) and an additional capacity of 8 full-time equivalent places (16 part-time places) for 2 year olds. The Academy will be an all ability inclusive school."

2.2 Except as varied by this Deed, the Existing SFA 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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Duly authorised by the SECRETARY OF STATE FOR EDUCATION



EXECUTED as a deed by **WISE
Academies** acting by one director in
the presence of a witness:

Director
Print name
Witness
Print name
Address
Occupation