

# FREEDOM OF INFORMATION REDACTION SHEET

LIVERPOOL COLLEGE

DEED OF VARIATION

## Exemptions in full

n/a

## Partial exemptions

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.

### Factors for disclosure

- 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

### Factors for Withholding

- To comply with obligations under the Data Protection Act

### Reasons why public interest favours withholding information

Whilst releasing the majority of the Liverpool College Deed of Variation will further the public understanding of Academies. The whole of the Liverpool

College 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.

**DEED OF VARIATION**

The parties to this Deed are the Secretary of State for Education ("the Secretary of State") and Liverpool College Independent School Trust, ("the Academy Trust") a charitable company incorporated in England and Wales with registered company number 08565632.

**INTRODUCTION**

- A. The Secretary of State and the Academy Trust entered into a funding agreement dated 31 July 2013 ("the Funding Agreement") relating to the establishment, maintenance and funding of an independent school known as Liverpool College.
- B. The Secretary of State and the Academy Trust have agreed to vary certain terms and conditions of the Funding Agreement in accordance with this Deed.

**AGREEMENT**

- 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 Academy Trust agree that with effect from the date of this Deed the Funding Agreement shall be amended in accordance with the Schedule to this Deed.
- 3. As varied by this Deed, the Funding Agreement shall remain in full force and effect.
- 4. This Deed is governed by, and shall be construed in accordance with, English law

**EXECUTED AND DELIVERED AS A DEED by the parties on**

**2013**

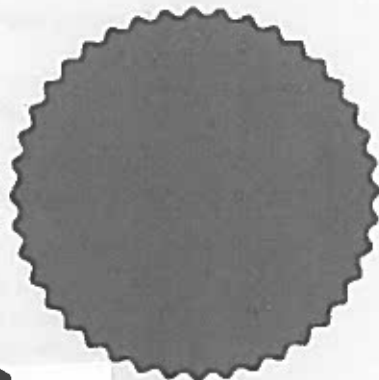
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The Corporate Seal of the Secretary of State for Education  
And Skills hereunto affixed is authenticated by

.....  
[Redacted Signature]

.....  
Authenticated by the Secretary of State for Education and Skills



**Liverpool College Independent  
School Trust**

acting by two directors or a director  
and a secretary

...  
Director  
Print name

[Redacted Signature]

.....  
Director/Secretary  
Print name

[Redacted Signature]

## SCHEDULE

### Amendments to the Funding Agreement

- 1 The following amendments shall be made to the Funding Agreement in relation to the provision of nursery care:
  - 1.1 Clause 4 is amended to include the following definition:

"Early Years Provision" has the same meaning as that given it by s.20 Childcare Act 2006, provided that, for the avoidance of doubt, pupils who:

    - (a) attend the Academy;
    - (b) have not yet reached the age of five and are in a reception class; and
    - (c) in respect of whom the Academy Trust may otherwise charge a fee under clause 12(f),shall be excluded from the definition;
  - 1.2 Clause 12(f) shall be deleted and replaced with the following:

12(f) there will be no charge in respect of admission to the school and, subject to clause 33(e), the school will only charge pupils where the law allows maintained schools to charge
  - 1.3 The first sentence of Clause 17 shall be amended to read as follows:

17) The age range of the Academy is 4 - 19 with a planned capacity of 1100 pupils including a sixth form of 250 places, with an anticipated 1070 day places and up to 30 boarding places and a nursery unit of 26 [full-time equivalent] places.
  - 1.4 The following shall be inserted into clause 33:

33(e) the Academy Trust may charge registered pupils at the Academy for Early Years Provision provided in excess of the provision funded by the LA in accordance with its duty under section 7 of the Childcare Act 2006.
  - 1.5 New clause 35A shall be inserted as set out below:

35A) Grants paid by the Secretary of State (be they GAG, EAG or Capital Grant) shall not be used by the Academy Trust for Early Years Provision for which the Academy Trust is entitled to make a charge under clause 33(e) of this Agreement without the prior written consent of the Secretary of State except where the use of such funds is merely incidental to their use for the establishment and maintenance, carrying on or providing for the carrying on of the Academy.
2. The following amendments shall be made to the Funding Agreement in relation to charging non-EEA students for education at the Academy
  - 2.1 Clause 4 is amended to include the following definition:

"College" means Liverpool College, a company limited by guarantee registered in England and Wales (company number 00004466) (Charity number 526682), whose registered address is at Beechlands Liverpool College, Mossley Hill, Liverpool, L18 8BG;
  - 2.2 New clauses 33A and 33B shall be inserted as set out below:

**33A) The Academy shall charge fees for at least the full cost of the education provided at the Academy to non-European Economic Area pupils who:**

**a) have a valid United Kingdom visa, the terms of which state that the relevant pupil cannot access non-fee paying education; or**

**b) no longer have a valid United Kingdom visa allowing them to enter or remain in the United Kingdom; and in each case**

**c) transferred to the Academy from the College.**

**33B) If the Academy fails to charge these pupils, or is unable to recover fees by the end of the term for which they are due, it shall report this to the Secretary of State who may inform the UK Border Agency.**

