

## FREEDOM OF INFORMATION REDACTION SHEET

### Spring Cottage Primary School/Horizon 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>Spring Cottage Primary School Deed of Variation</b> will further the public understanding of Academies. The whole of the <b>Spring Cottage Primary 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>	

## DEED OF VARIATION TO THE FUNDING AGREEMENT

THIS DEED is made the 29<sup>th</sup> day of July 2019

### BETWEEN

- 1) The Secretary of State for Education (the "**Secretary of State**"); and
- 2) Horizon Academy Trust (the "**Company**") a charitable company incorporated in England and Wales with registered number 08411590, together, the "**Parties**".

### INTRODUCTION

- A. The Parties entered into a funding agreement dated on or about 28<sup>th</sup> April 2017 (the "**Funding Agreement**", a copy of which is contained in Schedule 1 relating to the establishment, maintenance and funding of Spring Cottage Academy in accordance with the Funding Agreement.
- B. The Parties now wish to vary and amend certain terms and conditions of the Funding Agreement in accordance with the terms of this Deed.
- C. This Deed is supplemental to the Funding Agreement.

### 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 Funding Agreement.

### 2. VARIATION OF THE FUNDING AGREEMENT

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

2.1.1 The Summary Sheet and Capacity of the Funding Agreement shall be deleted and replaced with the following:

<i>Capacity Number</i>	430
<i>SEN Unit/Resource Provision</i>	10 place resource provision for pupils with SLCN/ASD

2.1.2 The clause variation sheet of the Funding agreement shall be amended as follows:

<b>Clause No.</b>	<b>Descriptor</b>	<b>Applied</b>	<b>Not used</b>
2.C, 2.D	<i>Only applies where the academy has an SEN unit</i>	<input checked="" type="checkbox"/>	

2.1.3 Clause 2.B of the Funding Agreement shall be deleted and replaced with the following clause:

*2.B The planned capacity of the Academy is 430 in the age range 3 -11, including a nursery unit of 39 places (full time equivalent). The Academy will be an all ability inclusive school.*

2.1.4 Clause 2.C of the Funding Agreement shall be deleted and replaced with the following clause:

*2.C The Academy must operate designated places reserved for pupils with SEN (SEN Unit or Resourced Provision) with up to 10 planned places for pupils with autism, speech language or communication needs in the age range 3-11.*

2.1.5 Clause 2.D of the Funding Agreement shall be deleted and replaced with the following clause:

*2.D The Secretary of State may at any time determine that the SEN Unit or Resourced Provision should cease to operate. In making such a determination, the Secretary of State will:*

- a) consider the views of the Academy and relevant LAs (in their strategic role in the commissioning of SEN provision); and*
- b) consider how his determination will affect the LAs' ability to secure suitable SEN provision for children in the area.*

2.2 Except as varied by this Deed, the Funding Agreement 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:- )  
)  
)

.....  
Duly authorised by the Secretary of State for Education

**EXECUTED** as a deed by **Horizon Academy Trust,** acting by:

[Redacted signature block]

**Director**

In the presence of:

W Sign [Redacted]  
I [Redacted]  
T Name [Redacted]  
N [Redacted]  
E Address [Redacted]  
S [Redacted]  
S Occupation [Redacted]



## Schedule 1