

# FREEDOM OF INFORMATION REDACTION SHEET

## Ranelagh Primary School

### 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 **Ranelagh Primary School's Deed of Variation** will further the public understanding of Academies, the whole of the **Ranelagh Primary School's 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 TO THE FUNDING AGREEMENT

THIS DEED is made the 2<sup>nd</sup> day of August

2018

### BETWEEN

- 1) The Secretary of State for Education (the "Secretary of State"); and
- 2) The Tapscott Learning Trust, (the "Company") a charitable company incorporated in England and Wales with registered number 10679504, together, the "Parties".

### INTRODUCTION

- A. The Parties entered into a funding agreement dated on 29 August 2017 (the "Supplemental Funding Agreement") relating to the establishment, maintenance and funding of Ranelagh Primary School in accordance with the Supplemental 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 Supplemental 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 Supplemental Funding Agreement.

### 2. VARIATION OF THE FUNDING AGREEMENT

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

Summary Sheet:

SEN unit / Resource provision	ASD – Autistic Spectrum Disorder
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2.C, 2.D	Only applies where the academy has an SEN unit	X	
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Clauses:

- 2.B The planned capacity of the Academy is 432, including 41 FTE nursery places, in the age range 3-11, which for the avoidance of doubt includes pupils with designated places pursuant to clause 2.C. The Academy will be an all ability inclusive school.

EXECUTED as a deed by The Tapscott Learning Trust,  
acting by:

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**Director**

A large black rectangular redaction box covering the signature of the second director.

**Director**

2.C The Academy must operate designated places reserved for pupils with SEN (SEN Unit or Resourced Provision) with up to 14 planned places for pupils by September 2019 with Autistic Spectrum Disorder in the age range 3-11.

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 Supplemental 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 )  
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 )

[Redacted signature area]

Duly authorised by the Secretary of State for Education

