

# FREEDOM OF INFORMATION REDACTION SHEET

**Appleton Academy**

**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><b><u>Reasons why public interest favours withholding information</u></b></p> <p>Whilst releasing the majority of the Appleton Academy <b>Deed of Variation to the Funding Agreement</b> will further the public understanding of Academies. The whole of the Appleton Academy <b>Deed of Variation to the 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>	

## DEED OF VARIATION TO THE FUNDING AGREEMENT

THIS DEED is made the 5<sup>th</sup> day of NOVEMBER 2019

### BETWEEN

- 1) The Secretary of State for Education (the "**Secretary of State**"); and
- 2) Exceed Academies Trust (the "**Company**") a charitable company incorporated in England and Wales with registered number 10050238, together, the "**Parties**".

### INTRODUCTION

- A. The Parties entered into a funding agreement dated on or about 26 January 2009 as amended by a Deed of Variation dated 29 March 2012 and which was further amended by a Deed of Variation dated 25 August 2017 and which was further amended by a Deed of Variation dated 10 September 2018 (the "**Funding Agreement**") relating to the establishment, maintenance and funding of Appleton Academy an 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 That the summary sheet on page 4 shall be amended to increase the capacity number to 1,366 (one thousand three hundred and sixty six) and that SEN unit/Resource provision shall not state 'N/A' but 'Yes' and that the clause variations on page 5 shall be amended so that clause numbers 2.C and 2.D have been applied and are no longer marked 'Not used'.
  - 2.1.2 That the wording in clause 2.B shall be deleted and replaced with new wording to read:

The planned capacity of the Academy is 1,366 (one thousand three hundred and sixty six) in the age range 3 to 16 years (three years to sixteen years) and 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.

2.1.3 That clauses 2.C and 2.D shall no longer be marked "not used" and shall be applied as follows:

2.C The Academy must operate designated places for pupils with SEN (SEN Unit or Resourced Provision) with up to 20 (twenty) planned places for pupils requiring ASD Resourced Provision in the age range 11 to 16 years (eleven years to sixteen years).

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 this determination will affect the LA's ability to secure suitable SEN provision for children in this 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:- )  
)  
)



for Education



**EXECUTED** as a deed by  
**Exceed Academies Trust**  
acting by:

... 

**Director**

In the presence of:

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