

FREEDOM OF INFORMATION REDACTION SHEET
Hall Mead School
Deed of Variation of Supplemental Funding Agreement

<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 Agreement will further the public understanding of Academies. The whole of the Agreement 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
OF THE
SUPPLEMENTAL FUNDING AGREEMENT
RELATING TO HALL MEAD SCHOOL**

The Parties to this Deed are:

(1) **The Secretary of State for Education** of Sanctuary Buildings, Great Smith Street, London SW1P 3BT (the "**Secretary of State**");

- and -

(2) **Empower Learning Academy Trust**, a charitable company incorporated in England and Wales with registered company number 07702119 whose registered address is at Hall Mead School, Marlborough Gardens, Upminster, Essex, RM14 1SF (the "**Company**");

together referred to as the "**Parties**".

INTRODUCTION

- A. The Parties entered into a funding agreement (single model) dated 1 August 2011 which was varied by way of a Deed of Novation and Variation dated 31 August 2016 to put in place a supplemental funding agreement (the "**Supplemental Funding Agreement**") relating to the establishment, maintenance and funding of an independent school known as Hall Mead School (the "**Academy**").
- B. The Parties have agreed to amend and re-state the terms of the Supplemental Funding Agreement for the Academy and wish to record their agreement as to such amendments to the Supplemental Funding Agreement on the terms set out in this Deed to reflect an expansion to the SEN resourced provision at the Academy from 1 September 2016 (the "**Effective Date**").

LEGAL AGREEMENT

1. Any word or phrase used in this Deed shall, if that word or phrase is defined in the Supplemental Funding Agreement, bear the meaning given to it in the Supplemental Funding Agreement.
2. The Secretary of State and the Company agree that with effect from the Effective Date the Supplemental Funding Agreement shall be amended in accordance with Schedule 1 to this Deed.

3. As varied by this Deed, the Supplemental Funding Agreement shall remain in full force and effect.

GOVERNING LAW AND JURISDICTION

4. This Deed, and any dispute or claim arising out of or in connection with it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by and interpreted in accordance with the law of England and Wales.
5. The Parties irrevocably agree that the courts of England and Wales shall 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).

COUNTERPARTS

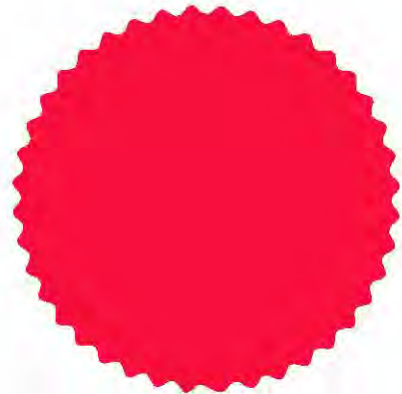
6. This Deed may be executed in any number of counterparts and by the parties to it on separate counterparts, each of which when so executed and delivered shall be an original, but all the counterparts shall together constitute one and the same instrument.

IN WITNESS whereof this Deed has been executed by the parties hereto and is intended to be and is hereby delivered on the last date listed below.

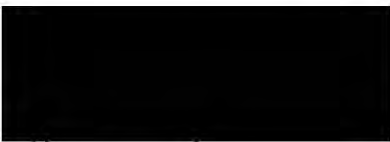
EXECUTED as a deed by affixing the corporate)
seal of the **Secretary of State for Education**)
authenticated by:-)



Duly authorised by the Secretary of State for Education
Date..... 9 FEBRUARY 2017



EXECUTED as a deed by
Empower Learning Academy Trust acting by:



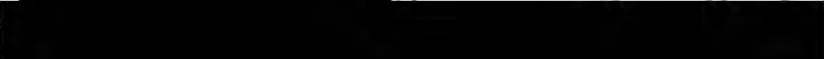
Director

Print name..... 

Date..... 2/02/17

Witnessed by..... 

Print name..... 

Address..... 

Occupation..... 

Date..... 2/2/17

Schedule 1

Amendments to the Supplemental Funding Agreement for Hall Mead School

1. Reference to SEN unit / Resource provision in the Summary Sheet table on page 4 of the Supplemental Funding Agreement shall be replaced with:

Resource Provision – Autistic Spectrum Disorder (ASD) and / or Complex Needs

2. Clause 2.C of the Supplemental Funding Agreement shall be replaced with:

The Academy must operate designated places reserved for pupils with SEN (SEN Unit or Resourced Provision) with up to 12 planned places for pupils with Autistic Spectrum Disorder (ASD) and / or Complex Needs in the age range 11 to 16.