

FREEDOM OF INFORMATION REDACTION SHEET

Atkinson Road Primary Academy

Deed of Variation

<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 Atkinson Road Primary Academy Deed of Variation will further the public understanding of Academies, the whole of the Atkinson Road Primary Academy 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.</p>	

DEED OF VARIATION

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) **The Laidlaw Schools Trust**, a charitable company incorporated in England and Wales with registered number 05735093 whose registered address is at St Nicholas Building, St Nicholas Street, Newcastle-upon-Tyne, NE1 1RF ("the **Trust**")

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

INTRODUCTION

(A) The Parties entered into:

- (i) a supplemental funding agreement dated 1 June 2012 relating to the establishment, maintenance and funding of a school known as Atkinson Road Primary Academy (the "**SFA**") pursuant to a master funding agreement dated 1 June 2012 made between the Parties;
- (ii) a deed of variation to the SFA (and other funding agreements) dated 28 June 2017.

(B) The Parties now wish to amend the terms of the SFA on the terms set out in this Deed.

1. LEGAL AGREEMENT

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 Agreements.

1.2 The Secretary of State and the Trust agree that with effect from 1 January 2018, the SFA shall be amended as follows:-

- 1.2.1 in the Summary Sheet, by amending the Capacity number from "420" to "536";
- 1.2.2 in the Summary Sheet, by amending the Age range from "4-11" to "2-11";
- 1.2.3 in clause 2.B by deleting the number "420" and replacing it with the number "536";
- 1.2.4 in clause 2.B by deleting the text "4-11" and replacing it with the text "2-11".

1.3 As varied by this Deed, the SFA shall remain in full force and effect.

2. GOVERNING LAW AND JURISDICTION

2.1 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.

2.2 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).

3. COUNTERPARTS

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:-)
)



[Redacted signature]
Duly authorised by the Secretary of State for Education
Date... 29/11/17

EXECUTED as a deed by **THE LAIDLAW SCHOOLS TRUST** acting by:

[Redacted signature]
Director
Print name... [Redacted]
Date... 14.11.17

in the presence of:

[Redacted signature]
Witness
Witness name... [Redacted]
Witness address... [Redacted]