

## FREEDOM OF INFORMATION REDACTION SHEET

### Exemptions in full

n/a

### Partial exemptions

#### St Joseph's Catholic Primary School, Pudsey

### Deed of Variation

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 St Joseph's Catholic Primary School, Pudsey Deed of Variation will further the public understanding of Academies. The whole of the St Joseph's Catholic Primary School, Pudsey 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.

**THE BISHOP WHEELER CATHOLIC ACADEMY TRUST**

**DEED OF VARIATION  
OF FUNDING AGREEMENT**

THIS DEED is made the 7<sup>th</sup> day of November 2017

**BETWEEN**

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

(2) **The Bishop Wheeler Catholic Academy Trust** of St Mary's Catholic Voluntary Academy, Bradford Road, Menston, Ilkley, West Yorkshire LS29 6AE a charitable company incorporated in England and Wales with registered number 08399801 (the "**Company**")

together the "**Parties**".

**INTRODUCTION**

This Deed is supplemental to the Funding Agreement.

- A. The Parties entered into a master funding agreement dated 28 February 2013, four supplemental funding agreements dated 28 February 2013 in respect of St Mary's Menston, St Mary's Horsforth, St Joseph's Catholic Primary School Pudsey and St Joseph's Catholic Primary School Otley, and two supplemental funding agreements dated 25 March 2013 in respect of Ss Peter and Paul Catholic Primary School Yeadon and Sacred Heart Catholic Primary School Ilkley (the "**Funding Agreements**") relating to the establishment, maintenance and funding of the academies in accordance with the Funding Agreements.
- B. The Company has recently increased the planned capacity at St Joseph's Catholic Primary School Pudsey (the "**Academy**") from 210 to 315. The change in the planned capacity requires consequential amendments to the supplemental funding agreement in respect of the Academy (the "**Supplemental Funding Agreement**").
- C. The Parties agreed to amend and re-state the terms of the Funding Agreements on the terms set out in the deed of variation between the Parties dated 23 June 2015 (the "**Deed of Variation**") and the Supplemental Funding Agreement was amended as set out in Schedule 11 of the Deed of Variation.
- D. The Parties now wish to further vary and amend the Funding Agreements to include the consequential amendments required to the Supplemental Funding Agreement in accordance with this Deed.

**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:
  - 2.1.1 The capacity number of 210 in the summary sheet in the Supplemental Funding Agreement shall be amended to 315.

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

“2.B The planned capacity of the Academy is 315 in the age range 4-11. The Academy will be an all ability inclusive school.”

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 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 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:- )  
)  
)

[Redacted Signature]

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



**EXECUTED** as a deed by **The Bishop Wheeler Catholic Academy Trust** acting by:

[Redacted Signature]

Director

In the presence of:

Witness Signature .

Name..

Address

Occupation..

[Redacted Witness Information]