

FREEDOM OF INFORMATION REDACTION SHEET

The Bishop Wheeler Catholic Academy Trust

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 the **The Bishop Wheeler Catholic Academy Trust, Deed of Variation** will further the public understanding of Academies. The whole of the **The Bishop Wheeler Catholic Academy Trust, 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.

BISHOP WHEELER CATHOLIC ACADEMY TRUST

DEED OF VARIATION OF FUNDING AGREEMENT

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 Bishop Wheeler Catholic Academy Trust**, a charitable company incorporated in England and Wales with registered company number 8399801 whose registered address is at St Mary's Catholic High School, Bradford Road, Menston, West Yorkshire LS29 6AE (the "**Company**").

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

INTRODUCTION

- A. The Parties have entered into a master funding agreement on 28 February 2013, a copy of which is contained in Schedule 1, (the "**Existing MFA**").
- B. The Parties have entered into a supplementary funding agreement in respect of the St Mary's Menston, A Catholic Voluntary Academy on 28 February 2013, a copy of which is contained in Schedule 2 (the "**Existing St Mary's Menston, a Catholic Voluntary Academy SFA**");
- C. The Parties have entered into a supplementary funding agreement in respect of the St Mary's Horsforth Catholic Voluntary Academy on 28 February 2013, a copy of which is contained in Schedule 3 (the "**Existing St Mary's Horsforth Catholic Voluntary Academy SFA**");
- D. The Parties have entered into a supplementary funding agreement in respect of the St Joseph's Catholic Primary School Pudsey, A Voluntary Academy on 28 February 2013, a copy of which is contained in Schedule 4 (the "**Existing St Joseph's Catholic Primary School Pudsey, A Voluntary Academy SFA**");
- E. The Parties have entered into a supplementary funding agreement in respect of the St Joseph's Catholic Primary School, Otley, a Voluntary Academy on 28 February 2013, a copy of which is contained in Schedule 5 (the "**Existing St Joseph's Catholic Primary School, Otley, a Voluntary Academy SFA**");
- F. The Parties have entered into a supplementary funding agreement in respect of the Ss Peter and Paul Catholic Primary School Yeadon, a Voluntary Academy on 25 March 2013, a copy of which is contained in Schedule 6 (the "**Existing Ss Peter and Paul Catholic Primary School Yeadon, a Voluntary Academy SFA**");
- G. The Parties have entered into a supplementary funding agreement in respect of the Sacred Heart Catholic Primary School Ilkley, a Voluntary Academy on 25 March 2013, a copy of which is contained in Schedule 7 (the "**Existing Sacred Heart Catholic Primary School Ilkley, a Voluntary Academy SFA**"); and
- H. The Parties have agreed to amend and re-state the terms of the Existing MFA, the Existing St Mary's Menston, A Catholic Voluntary Academy SFA, the Existing St Mary's Horsforth Catholic Voluntary Academy SFA, the Existing St Joseph's Catholic Primary School Pudsey, A Voluntary Academy SFA, the Existing St Joseph's Catholic Primary School, Otley, a Voluntary Academy SFA, the Existing

Ss Peter and Paul Catholic Primary School Yeadon, a Voluntary Academy SFA and the Existing Sacred Heart Catholic Primary School Ilkley, a Voluntary Academy SFA on the terms set out in this Deed.

LEGAL AGREEMENT

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 Amended Master Funding Agreement (as defined in clause 2 below).
2. The Secretary of State and the Company agree that with effect from the date of this Deed, the Existing MFA shall be amended and re-stated in the form of the Master Funding Agreement set out in Schedule 1 (the "**Amended Master Funding Agreement**"). For the avoidance of doubt, the Amended Master Funding Agreement does not terminate or suspend the Existing MFA but amends and re-states it.
3. The Secretary of State and the Company agree that with effect from the date of this Deed, the Existing St Mary's Menston, a Catholic Voluntary Academy SFA shall be amended and re-stated in the form of the Amended St Mary's Menston, a Catholic Voluntary Academy SFA set out in Schedule 2 (the "**Amended St Mary's Menston, a Catholic Voluntary Academy SFA**"). For the avoidance of doubt, the Amended St Mary's Menston, a Catholic Voluntary Academy SFA does not terminate or suspend the Existing St Mary's Menston, a Catholic Voluntary Academy SFA but amends and re-states it.
4. The Secretary of State and the Company agree that with effect from the date of this Deed, the Existing St Mary's Horsforth Catholic Voluntary Academy SFA shall be amended and re-stated in the form of the Amended St Mary's Horsforth Catholic Voluntary Academy SFA set out in Schedule 3 (the "**Amended St Mary's Horsforth Catholic Voluntary Academy SFA**"). For the avoidance of doubt, the Amended St Mary's Horsforth Catholic Voluntary Academy SFA does not terminate or suspend the Existing St Mary's Horsforth Catholic Voluntary Academy SFA but amends and re-states it.
5. The Secretary of State and the Company agree that with effect from the date of this Deed, the Existing St Joseph's Catholic Primary School Pudsey, A Voluntary Academy SFA shall be amended and re-stated in the form of the Amended St Joseph's Catholic Primary School Pudsey, A Voluntary Academy SFA set out in Schedule 3 (the "**Amended St Joseph's Catholic Primary School Pudsey, A Voluntary Academy SFA**"). For the avoidance of doubt, the Amended St Joseph's Catholic Primary School Pudsey, A Voluntary Academy SFA does not terminate or suspend the Existing St Joseph's Catholic Primary School Pudsey, A Voluntary Academy SFA but amends and re-states it.
6. The Secretary of State and the Company agree that with effect from the date of this Deed, the Existing St Joseph's Catholic Primary School, Otley, a Voluntary Academy SFA shall be amended and re-stated in the form of the Amended St Joseph's Catholic Primary School, Otley, a Voluntary

Academy SFA set out in Schedule 3 (the "**Amended St Joseph's Catholic Primary School, Otley, a Voluntary Academy SFA**"). For the avoidance of doubt, the Amended St Joseph's Catholic Primary School, Otley, a Voluntary Academy SFA does not terminate or suspend the Existing St Joseph's Catholic Primary School, Otley, a Voluntary Academy SFA but amends and re-states it.

7. The Secretary of State and the Company agree that with effect from the date of this Deed, the Existing Ss Peter and Paul Catholic Primary School Yeadon, a Voluntary Academy SFA shall be amended and re-stated in the form of the Amended Ss Peter and Paul Catholic Primary School Yeadon, a Voluntary Academy SFA set out in Schedule 3 (the "**Amended Ss Peter and Paul Catholic Primary School Yeadon, a Voluntary Academy SFA**"). For the avoidance of doubt, the Amended Ss Peter and Paul Catholic Primary School Yeadon, a Voluntary Academy SFA does not terminate or suspend the Existing Ss Peter and Paul Catholic Primary School Yeadon, a Voluntary Academy SFA but amends and re-states it.
8. The Secretary of State and the Company agree that with effect from the date of this Deed, the Existing Sacred Heart Catholic Primary School Ilkley, a Voluntary Academy SFA shall be amended and re-stated in the form of the Amended Sacred Heart Catholic Primary School Ilkley, a Voluntary Academy SFA set out in Schedule 3 (the "**Amended Sacred Heart Catholic Primary School Ilkley, a Voluntary Academy SFA**"). For the avoidance of doubt, the Amended Sacred Heart Catholic Primary School Ilkley, a Voluntary Academy SFA does not terminate or suspend the Existing Sacred Heart Catholic Primary School Ilkley, a Voluntary Academy SFA but amends and re-states it.

GOVERNING LAW AND JURISDICTION

3. 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.
4. 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

5. 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 23 JUNE 2015

EXECUTED as a deed by **THE BISHOP WHEELER CATHOLIC MULTI ACADEMY TRUST** acting by:



Print name..

Date.....

Witnessed by

Full name

Address..

Occupation