

FREEDOM OF INFORMATION REDACTION SHEET

Supplementary Funding Agreement for Woodlands Primary

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	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
<u>Reasons why public interest favours withholding information</u> Whilst releasing the majority of the Supplementary Funding Agreement for Woodland Primary Academy will further the public understanding of Academies. The whole of the Supplementary Funding Agreement for Woodland Primary Academy cannot be revealed. If the personal information redacted were to be revealed under the FOI Act, Personal Data and Commercial interests would be prejudiced.	

**DEED OF VARIATION TO THE SUPPLEMENTAL FUNDING AGREEMENT FOR
WOODLANDS PRIMARY ACADEMY**

THIS DEED is made the 1st day of MARCH 2018

BETWEEN

- 1) The Secretary of State for Education (the "**Secretary of State**"); and
- 2) Creative Education Trust, (the "**Company**") a charitable company incorporated in England and Wales with registered number 07617529, together, the "**Parties**".

INTRODUCTION

- A. The Parties entered into a supplemental funding agreement by a deed of novation and variation dated 27 February 2015 (the "**Supplemental Funding Agreement**") relating to the establishment, maintenance and funding of Woodlands Primary Academy (the "**Academy** ") in accordance with the Supplemental Funding Agreement.
- B. The Parties now wish to vary and amend certain terms and conditions of the Supplemental Funding Agreement in accordance with the terms of this Deed.
- C. This Deed is supplemental to the Supplemental 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 Supplemental Funding Agreement.

2. VARIATION OF THE SUPPLEMENTAL FUNDING AGREEMENT

- 2.1 The Parties agree that with effect from 1 September 2019, the Supplemental Funding Agreement shall be amended as follows:
 - a) that the words "The planned capacity of the academy is 420 in the age range 4 - 11" be replaced with the words "The school has an age range of 3 - 11 with a capacity of 420 places for children aged 4 - 11" in clause 2.5 of the Supplemental Funding Agreement.
- 2.2 Except as varied by this Deed, the Supplemental 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.

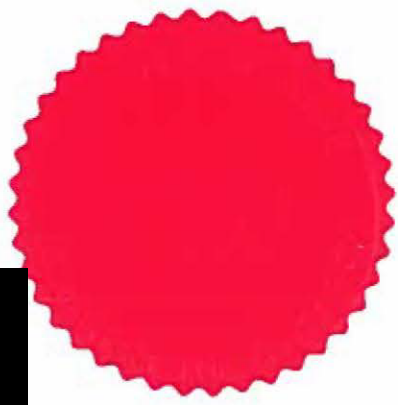
EXECUTED as a deed by affixing the corporate seal of the Secretary of State for Education authenticated by:-)
)
)

[Redacted signature area]

Duly authorised by the [Redacted]
[Redacted] -

EXECUTED as a deed by Creative Education Trust acting by:

[Redacted signature area]
Director [Redacted]



In the presence of:

W Sign
I Name
T Address
N Occupation
E
S
S

[Redacted witness information]