

# FREEDOM OF INFORMATION REDACTION SHEET

**Eskdale Academy**

**Deed of Variation**

<p><b>Exemptions in full</b></p> <p>n/a</p> <p><b>Partial exemptions</b></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"><li>▪ further to the understanding of and increase participation in the public debate of issues concerning Academies.</li><li>▪ to ensure transparency in the accountability of public funds</li></ul>	<ul style="list-style-type: none"><li>▪ To comply with obligations under the Data Protection Act</li></ul>
<p><u>Reasons why public interest favours withholding information</u></p> <p>Whilst releasing the majority of the <b>Eskdale Academy Deed of Variation</b> will further the public understanding of Academies, the whole of the <b>Eskdale Academy Deed of Variation</b> 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 TO THE FUNDING AGREEMENT

THIS DEED is made the 27<sup>th</sup> day of September 2019

### BETWEEN

- 1) The Secretary of State for Education (the "**Secretary of State**"); and
- 2) Eden Academy Trust (formerly Stranton Academy Trust), (the "**Company**") a charitable company incorporated in England and Wales with registered number 08561049, together, the "**Parties**".

### INTRODUCTION

- A. The Parties entered into a supplemental funding agreement dated on or about 27 June 2013 (the "**SFA**") relating to the establishment, maintenance and funding of an Academy known as Eskdale Academy of Eskdale Road, Hartlepool, TS25 4BT (the "**Academy**") in accordance with the SFA.
- B. The Parties entered into a Deed of Variation dated 19 September 2016 which amended and re-stated the terms of the SFA.
- C. The Parties now wish to vary and amend certain terms and conditions of the SFA in accordance with the terms of this Deed.
- D. This Deed is supplemental to the SFA.

### 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 SFA.

### 2. VARIATION OF THE SFA

- 2.1 The Parties agree that with effect from the date of this Deed the SFA shall be amended as follows:

- 2.1.1 Page 4, Summary Sheet is varied to read as follows:

"Capacity number: 297 plus a nursery unit of 26 full-time equivalent places, plus 16 full-time equivalent places for 2 year olds"

"Age Range: 2-11"

- 2.1.2 Clause 2.B is varied to read as follows:

"The planned capacity of the Academy is 297 plus a nursery unit of 26 full-time equivalent places, plus 16 full-time equivalent places for two year olds. The age range is 2-11. The Academy will be an all ability inclusive school."

- 2.2 Except as varied by this Deed, the SFA shall remain in full force and effect.

**3. Governing law and jurisdiction**

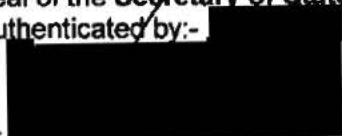
- 3.1 This Deed, and any disputes or claims arising out of or in connection with it, its subject matter or formation (including non-contractual disputes or claims), shall be governed by and construed in accordance with English law.
- 3.2 The parties irrevocably agree that the English courts have exclusive 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**

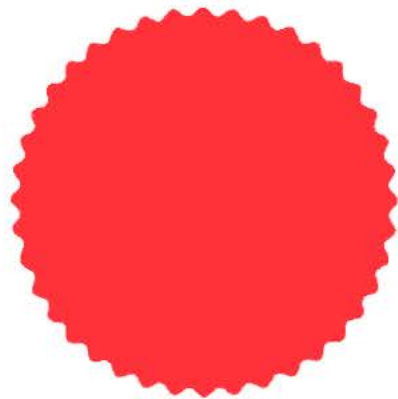
- 4.1 This Deed may be executed in any number of counterparts and by the parties to it on separate counterparts, each of which when so executed and delivered shall be an original, but all the counterparts shall together constitute one and the same instrument.

**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:-



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



EXECUTED as a deed by Eden Academy Trust , acting by:



**Director**

In the presence of:

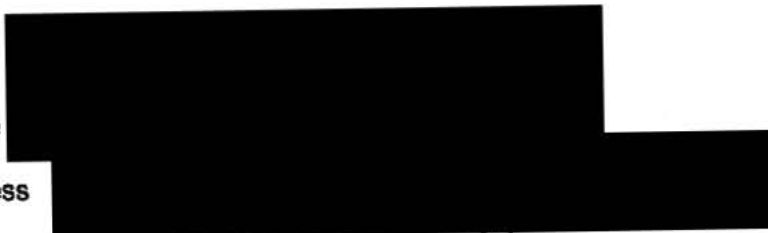
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