

# FREEDOM OF INFORMATION REDACTION SHEET

## Wansbeck Primary School

### Supplemental Funding Agreement

#### 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 **Wansbeck Primary School Supplemental Funding Agreement** will further the public understanding of Academies, the whole of these documents 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 FUNDING AGREEMENT

THIS DEED is made the 27 day of August 2020

### BETWEEN

- 1) The Secretary of State for Education (the "**Secretary of State**"); and
- 2) The Hull Collaborative Academy Trust, (the "**Company**") a charitable company incorporated in England and Wales with registered number 08542806 whose registered address is at The Marvell College, Barham Road, Hull, England, HU9 4EE , together, the "**Parties**".

### INTRODUCTION

- A. The Parties entered into a supplemental funding agreement dated on or about 27 June 2013 (the "**Funding Agreement**") pursuant to a Master Funding Agreement made between the Parties also on 27 June 2013 relating to the establishment, maintenance and funding of Wansbeck Primary School (the "**Academy**") in accordance with the Funding Agreement.
- B. The Parties now wish to vary and amend certain terms and conditions of the Funding Agreement in accordance with the terms of this Deed.
- C. This Deed is supplemental to the 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 Funding Agreement.

### 2. VARIATION OF THE FUNDING AGREEMENT

- 2.1 The Parties agree that with effect from the date of this Deed the Funding Agreement shall be amended as follows:
  - 2.1.1 The following clauses shall be added after clause 2.3:

2.3A) Subject to Clause 2.3B), the academy will operate designated places reserved for pupils with special educational needs (SEN Unit and or Resourced Provision) with up to 8 planned places for pupils with Autism Spectrum Disorder, and/or Social, Emotional and Mental Health special educational needs in the age range 3 to 11.

2.3B) The Secretary of State may at any time determine that the SEN Unit should cease to operate.

2.3C) In making any determination under clause 2.3B) the Secretary of State shall:

- (i) have regard to the views of the Academy and local

authorities in the area (in their strategic role in the commissioning of SEN provision); and  
(ii) consider the impact of such a determination on the local authorities' ability to secure suitable SEN provision for all children within the area.

2.1.2 In clause 2.4 the words "shall open" shall be replaced with the word "opened"

2.1.3 Clause 2.5 shall be deleted and replaced with the following clause:

"The planned capacity of the Academy is 210 in the age range 3-11, including a nursery unit of 30 places and will subject to Clause 2.3B) operate designated reserved provision for pupils with special educational needs (SEN Unit or Resourced Provision) for up to 8 planned places for pupils with in the age range 3-11.

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 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 Secretary of State for Education



**EXECUTED** as a deed by  
**Hull Collaborative Academy Trust,**  
acting by:



**Director**

In the presence of:

W Sign  
I  
T Name  
N Address  
E  
S  
S Occupation

