

FREEDOM OF INFORMATION REDACTION SHEET

HINDE HOUSE 3-16 SCHOOL

DEED OF VARIATION TO THE 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 **Hinde House 3-16 School Deed Of Variation to the Supplemental Funding Agreement** will further the public understanding of Academies. The whole of **Hinde House 3-16 School Deed Of Variation to the Supplemental Funding Agreement** will cannot be revealed. If the personal information redacted was to be revealed under the FOI Act, Personal Data and Commercial interests would be prejudiced.

DEED OF VARIATION

The parties to this Deed are:

(1) The Secretary of State for Education ("the Secretary of State"),

- and -

(2) The Brigantia Learning Trust Limited (previously known as Hinde House Multi Academy Trust) a charitable company incorporated in England and Wales with registered number 08506178 ("the Academy").

together referred to as the "Parties"

INTRODUCTION

- A. The Parties entered into a supplemental funding agreement dated 27 February 2014 ("the Supplemental Funding Agreement") relating to the establishment, maintenance and funding of an independent school known as Hinde House 3-16 School.
- B. The Parties now wish to vary and amend the terms of the Supplemental Funding Agreement and wish to record their agreement as to such variations/amendments to the Supplemental Funding Agreement by this Deed.

LEGAL AGREEMENT

- 1. Any word or phrase used in this Deed shall, if that word or phrase is defined in the Funding Agreement, bear the meaning given to it in the Supplemental Funding Agreement.
- 2. The Secretary of State and the Academy agree that with effect from the date of this Deed the Supplemental Funding Agreement shall be amended in accordance with Schedule 1 to this Deed.
- 3. As varied by this Deed, the Supplemental Funding Agreement shall remain in full force and effect.

EXECUTED AND DELIVERED AS A DEED by the Parties on the 31 day of May 2017

The Corporate Seal of the Secretary of State for Education hereunto affixed is authenticated by:

[Redacted signature]

Duly Authorised by the Secretary of State for Education



The Brigantia Learning Trust Limited

acting by two directors

[Redacted signature]

Director
Print name...

[Redacted signature]

Director
Print name

[Redacted signature]

Schedule 1

Amendments to the Supplemental Funding Agreement

1. Clause 2.5 of the Supplemental Funding Agreement shall be replaced with:

The planned capacity of the Academy is 1320 in the age range 2-16, and a nursery unit of 46 full-time equivalent places.