

# FREEDOM OF INFORMATION REDACTION SHEET

The Quinta Primary School

DoV Funding Agreement

<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>The Quinta Primary School DoV Funding Agreement</b> will further the public understanding of Academies. The whole of the <b>The Quinta Primary School DoV Funding Agreement</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

The parties to this Deed are:

(1) The Secretary of State for Education (“the Secretary of State”),

- and –

(2) The Quinta Trust a charitable company incorporated in England and Wales with registered number 08787650 whose registered address is at The Quinta Primary School, Ullswater Road, Congleton, CW12 4LX (“the Company”).

together referred to as the “Parties”

### INTRODUCTION

- A. The Parties entered into a supplemental funding agreement dated 24 December 2013 (“the Supplemental Funding Agreement”) relating to the establishment, maintenance and funding of an mainstream academy known as The Quinta Primary 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.

## **GOVERNING LAW AND JURISDICTION**

4. 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.
5. 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).

EXECUTED AND DELIVERED AS A DEED by the Parties on the 27 day of September 2018

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

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



Executed on behalf of **The Quinta Trust** by:

.....  
Director  
Print name....

In the presence of:

.....  
Witness  
Print name..  
Address...  
.....  
Occupation... BUSINESS MANAGER .....

## Schedule 1

### Amendments to the Supplemental Funding Agreement

1. Clause 17 of the Supplemental Funding Agreement shall be replaced – with:

The planned capacity of the Academy is 420 in the age range 4-11. The Academy will be an all ability inclusive school whose requirements for:

- a) The admission of pupils to the Academy are set out in Annex B to this Agreement;
- b) The admission to the Academy of an support for pupils with SEN and with disabilities (for pupils who have and who do not have statements of SEN) are set out in Annex C to this Agreement;
- c) Pupil exclusions are set out in regulations made by virtue of section 51A of the Education Act 2002 (as may be amended from time to time, and includes any successor provisions).