

FREEDOM OF INFORMATION REDACTION SHEET

SPRINGWELL SPECIAL ACADEMY

DEED OF VARIATION

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 Springwell Special Academy Deed of Variation will further the public understanding of Academies. The whole of the Springwell Special Academy Deed of Variation cannot be revealed. If the personal information redacted was to be revealed under the FOI Act, Personal Data and Commercial interests would be prejudiced.

DATED 28 November 2014

THE SECRETARY OF STATE FOR EDUCATION (1)

and

WELLSPRING ACADEMY TRUST (2)

DEED OF VARIATION
relating to a Supplemental Funding Agreement
dated 1 November 2014

THIS DEED OF VARIATION is made on

28 November 2014

BETWEEN:

- (1) The Secretary of State for Education (“**Secretary of State**”); and
- (2) Wellspring Academy Trust, a charitable company incorporated in England and Wales with registered number 08120960 (“**Company**”)

together referred to as the “Parties”.

INTRODUCTION:

- (A) The Parties entered into a Supplemental Funding Agreement dated 1 November 2014 (“**the Agreement**”) relating to the establishment, maintenance and funding of a school known as Springwell Special Academy.
- (B) The Parties now wish to vary and amend the terms of the Agreement and wish to record their agreement as to such variations/amendments to the Agreement by this Deed.

1. INTREPRETATION

- 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 Agreement.

2. VARIATION OF THE AGREEMENT

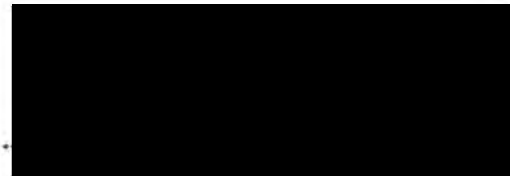
- 2.1 The Parties agree that with effect from the date of this Deed clause 3.1 of the Agreement shall be deleted in its entirety and replaced with the following clause:

“3.1. The Academy shall open as a school on 1 December 2014 replacing Springwell Community Special School which shall cease to be maintained by the Local Authority on that date, which date shall be the conversion date within the meaning of the Academies Act 2010.”

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

This document has been executed and delivered as a Deed on the date stated at the beginning of this Deed.

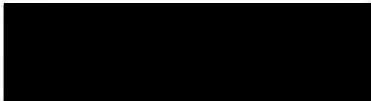
The Corporate Seal of the Secretary of State for Education hereunto affixed is authenticated by:



Duly Authorised by the Secretary of State for Education

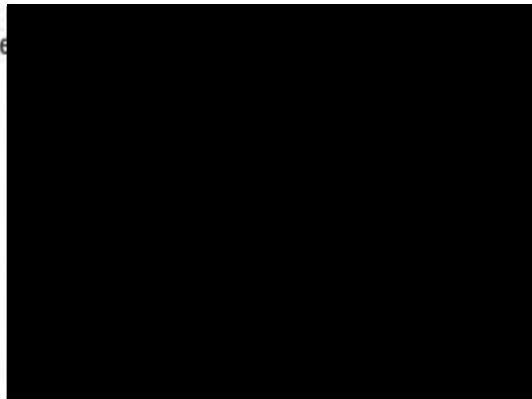
Executed as a deed by Wellspring Academic Trust

acting by



a Director

in the presence of:-



Witness

Signature:

Witness Name

Address:

Occupation:

