

FREEDOM OF INFORMATION REDACTION SHEET

CHANTRY 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 Chantry Academy, Deed of Variation will further the public understanding of Academies. The whole of the Chantry 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.

DEED OF VARIATION TO THE FUNDING AGREEMENT

THIS DEED is made the 29 day of April 2021

BETWEEN

- 1) The Secretary of State for Education (the "**Secretary of State**"); and
- 2) The Active Learning Trust Limited, (the "**Company**") a charitable company incorporated in England and Wales with registered number 07903002

together, the "**Parties**".

INTRODUCTION

- A. On 25th August 2015, the Parties, together with New Academies Trust (dissolved on 6 September 2016), entered into a deed of novation and variation of a funding agreement dated 25th January 2013 (the "**Funding Agreement**") relating to the establishment, maintenance and funding of an Academy in accordance with the Funding Agreement.
- B. The name of the Academy, to which the Funding Agreement relates is, as of 1st September 2015, Chantry Academy.
- C. Parties now wish to further vary and amend certain terms and conditions of the Funding Agreement in accordance with the terms of this Deed.
- D. 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 1st September 2021 the Funding Agreement shall be amended as follows:

- 2.2.1 There shall be a new definition inserted alphabetically at clause 1.2 as follows:

"SEN" means special educational needs and has the meaning set out in sections 20(1) and 21(2) of the Children and Families Act 2014;

- 2.2.2 There shall be a new clause 2.3.A, which shall provide as follows:

The Academy must operate designated places reserved for pupils with SEN (SEN Unit or Resourced Provision) with up to 18 planned places for pupils with Moderate Learning Difficulty (MLD) in the age range 11 to 16.

2.2.3 There shall be a new clause 2.3.B, which shall provide as follows:

The Secretary of State may at any time determine that the SEN Unit or Resourced Provision should cease to operate. In making such a determination, the Secretary of State will:

- a) consider the views of the Academy and relevant LAs (in their strategic role in the commissioning of SEN provision); and
- b) consider how his determination will affect the LAs' ability to secure suitable SEN provision for children and young people in the area.

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.

29/4/2021

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]

Duly authorised by the Secretary of State for Education



EXECUTED as a deed by
The Active Learning Trust
Limited,
acting by:

[Redacted signature]

D

Print name

Witness

Full name

Address

Occupation

[Redacted signature and details for witness and company]