

FREEDOM OF INFORMATION REDACTION SHEET

Christ Church & St Peter's CofE Primary School, Leicestershire

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 Christ Church & St Peter's CofE Primary School Deed of Variation will further the public understanding of Academies, the whole of the Christ Church & St Peter's CofE Primary School 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 25th day of August 2020

BETWEEN

- 1) The Secretary of State for Education of Sanctuary Buildings, Great Smith Street, London SW1P 3BT (the "**Secretary of State**"); and
- 2) Diocese of Leicester Academies Trust, a charitable company incorporated in England and Wales with the registered company number 08138372 (the "**Company**"),

together, the "**Parties**".

INTRODUCTION

- A. The Parties entered into a supplemental funding agreement dated 26 November 2014 (the "**Funding Agreement**") relating to the establishment, maintenance and funding of Christ Church and St Peter's Church of England Primary School (the "**Academy**").
- 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:

- 1) The SEN Unit / Resource Provision appearing within the Summary Sheet will be deleted and replaced with the following:

"The Academy operates designated places provision reserved for pupils with SEN with up to 10 planned places for pupils with social, educational and mental health needs in the age range of 4-11."

- 2) Clause 2.B will be deleted and replaced with the following:

"The planned capacity of the Academy is 438 in the age range 4 to 11 years, which for the avoidance of doubt includes pupils with designated places pursuant to clause 2.C. The Academy will be an all ability inclusive school."

- 3) Clause 2.C will be deleted and replaced with the following:

"The Academy must operate designated places reserved for pupils with SEN (SEN Unit or Resourced Provision) with up to 10 planned places for pupils with social, educational and mental health needs in the age range 4-11."

- 4) Clause 2.D will be deleted and replaced with the following:

"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 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.

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:-)



Duly authorised by the Secretary of State for Education



EXECUTED as a deed on behalf of Diocese of Leicester Academies Trust, acting by:



In the presence of:

