

FREEDOM OF INFORMATION REDACTION SHEET
Thrybergh 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 Thrybergh Academy Deed of Variation will further the public understanding of Academies, the whole of these documents cannot be revealed. If the personal information redacted were 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 11th day of October 2023

BETWEEN

- 1) The Secretary of State for Education of Sanctuary Buildings, Great Smith Street, London, SW1P 3BT (the **"Secretary of State"**) and
- 2) Wickersley Partnership Trust, a charitable company incorporated in England and Wales with registered company number 08833508 whose registered address is at Swanage Court, Dodds Close, Rotherham, South Yorkshire, England, S60 1BX (the **"Company"**)

together the **"Parties"**.

INTRODUCTION

- A. The Parties have entered into a supplemental funding agreement by a deed of novation and variation dated 29 January 2021 which they have amended by a deed of variation dated 27 June 2023 (the **"Funding Agreement"**) relating to the establishment, maintenance and funding of Thrybergh Academy in accordance with the Funding Agreement.
- 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

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 1 September 2023 the Funding Agreement shall be amended as follows.

2.1.1 'None' opposite 'SEN unit / Resource provision' in the Summary Sheet on page 4 shall be deleted and replaced by 'Yes'.

2.1.2 The row which begins '2.C, 2.D' in the table on page 5 shall be deleted and replaced by the following.

2.C, 2.D	Only applies where the Academy has an SEN unit or Resourced Provision	X		
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2.1.3 Clause 2.C shall be deleted and replaced by the following.

2.C The Academy must operate designated places reserved for pupils with SEN (SEN Unit or Resourced Provision) with up to

30 planned places for pupils with SEMH in the age range 11-16.

2.1.4 Clause 2.D shall be deleted and replaced by the following.

2.D 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.

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)
auth[REDACTED])

[REDACTED]
Duly authorised by the Secretary of State for Education



[REDACTED]
Director

In the presence of:

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