

FREEDOM OF INFORMATION REDACTION SHEET

Thurcroft Junior Academy

Deed of Variation

<p>Exemptions in full</p> <p>n/a</p> <p>Partial exemptions</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>	
<p>Factors for disclosure</p>	<p>Factors for Withholding</p>
<ul style="list-style-type: none">▪ 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	<ul style="list-style-type: none">▪ To comply with obligations under the Data Protection Act
<p><u>Reasons why public interest favours withholding information</u></p> <p>Whilst releasing the majority of the Thurcroft Junior 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.</p>	

**DEED OF VARIATION TO
THE SUPPLEMENTAL FUNDING AGREEMENT**

THIS DEED is made the 20 day of SEPTEMBER 2024

BETWEEN

- 1) **THE SECRETARY OF STATE FOR EDUCATION** ("**Secretary of State**"); and
- 2) **ASTON COMMUNITY EDUCATION TRUST** a charitable company incorporated and registered in England and Wales with company number 07577113 whose registered office is at ACET House, 66 Holderness Drive, Aston, Sheffield, South Yorkshire, England, S26 2BH ("**Trust**"),

together, the "**Parties**".

INTRODUCTION

- A The Parties entered into a funding agreement dated on or about 29 June 2012 (the "**Supplemental Funding Agreement**") relating to the establishment, maintenance and funding of Thurcroft Junior Academy in accordance with the Supplemental Funding Agreement. This was amended and restated under an Amendment and Restatement Agreement dated 28 August 2014 and then amended under a Deed of Variation to the Funding Agreement dated 1 December 2017.
- C The Parties now wish to further vary and amend certain terms and conditions of the Supplemental Funding Agreement in accordance with the terms of this Deed.
- D This Deed is supplemental to the Supplemental 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 Supplemental Funding Agreement.

2. VARIATION OF THE FUNDING AGREEMENT

- 2.1 The Parties agree that with effect from the date of this Deed the Supplemental Funding Agreement shall be amended as follows:

2.1.4 After Clause 2.5, insert the following clauses:

2.6 The Academy is permitted to operate designated places for pupils with SEN (SEN Unit or Resourced Provision) with up to 10 planned places for pupils with identified speech, language and communication difficulties (with or without a diagnosis of ASD), who have an EHCP, in the age range 7-11.

2.7 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 Supplemental 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

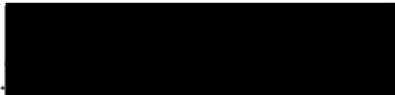


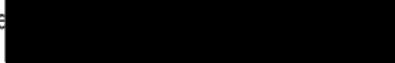
EXECUTED as a deed by the **TRUST**)
acting by one director)
in the presence of a witness:)

Director


Print name


Date

Witness


Print name


Address.....


Occupation.....
