

FREEDOM OF INFORMATION REDACTION SHEET

Winterhill School

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	Factors for Withholding
<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

Reasons why public interest favours withholding information

Whilst releasing the majority of the Winterhill School 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 26th day of June 2024

BETWEEN

- 1) The Secretary of State for Education (the "Secretary of State"); and
- 2) Inspire Learning Trust (the "Company"), a charitable company incorporated in England and Wales with registered number 09482529, together, the "Parties".

INTRODUCTION

- A. The Parties entered into a supplemental funding agreement dated 1 February 2016 (as varied by a Deed of Novation and Variation dated 29 August 2023) (the "Funding Agreement") relating to the establishment, maintenance and funding of Winterhill School as an 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

- 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:
 - The capacity on the summary sheet on page 4 of the Funding Agreement shall be changed from "1300" to "1320".
 - The SEN unit/Resource provision details on the summary sheet on page 4 of the Funding Agreement shall be changed from "N/A" to "Young people with an Education Health Care Plan".
 - In the summary sheet on page 5 of the Funding Agreement, clauses 2.C and 2.D shall be no longer marked as 'Not used' and instead shall be marked as 'Applied'.
 - Clause 2.B of the Funding Agreement shall be deleted and replaced with the following clause:

2.B The planned capacity of the Academy is 1320 and the age range is 11-16, which for the avoidance of doubt includes pupils with designated places pursuant to clause 2.C. For the avoidance of doubt, notwithstanding that an individual applicant's age might be outside the specified age range of the Academy, the Academy is not prevented

from considering an application made by the child's Parent(s) in order to comply with the relevant paragraph of the Schools Admissions Code ('Admission of children outside their normal age group'), to request that the child be admitted to the school outside of the child's normal age group. Where such a request is agreed, the child should be educated in an existing year group. The Academy will be an all ability inclusive mixed sex school.

- Clause 2.C of the Funding Agreement shall be deleted and replaced with the following clause:

2.C The Academy must operate designated places reserved for pupils with SEN (SEN Unit or Resourced Provision) with up to 20 planned places for young people with an Educational Health Care Plan (EHCP) in the age range 11-16.

- Clause 2.D of the Funding Agreement shall be deleted and replaced with the following clause:

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** authenticated by:-)
)
)



[Redacted signature]

Duly authorised by the Secretary of State for Education

EXECUTED as a deed by **Inspire Learning Trust,** acting by:

[Redacted signature]

In the presence of:

W Sign
I Name
T Address
N Occupation
E
S
S

[Redacted witness information]