**FREEDOM OF INFORMATION REDACTION SHEET**

**Birchfield Primary 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 |
|---|---|
| ▪ further to the understanding of and increase participation in the public debate of issues concerning Academies.<br><br>▪ to ensure transparency in the accountability of public funds | ▪ To comply with obligations under the Data Protection Act |

<u>Reasons why public interest favours withholding information</u>

Whilst releasing the majority of **Birchfield Primary School's Funding Agreement** 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 SUPPLEMENTAL FUNDING AGREEMENT FOR BIRCHFIELD PRIMARY SCHOOL**

**THIS DEED** is made the 9th day of July 2026

**BETWEEN**

1) The Secretary of State for Education (the "**Secretary of State**"); and
2) PA Community Trust (the "**Company**") a charitable company incorporated in England and Wales with registered number 09718257, together, the "**Parties**".

**INTRODUCTION**

A. The Parties entered into a supplemental funding agreement dated 29 June 2018 which was subsequently varied by deeds of variation dated 28 November 2023 and 29 April 2024 (the "**Supplemental Funding Agreement**") relating to the establishment, maintenance and funding of Birchfield Primary School in accordance with the Supplemental Funding Agreement.

B. The Parties now wish to vary and amend certain terms and conditions of the Supplemental Funding Agreement in accordance with the terms of this Deed.

C. 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 SUPPLEMENTAL FUNDING AGREEMENT**

2.1 The Parties agree that with effect from the date of this Deed the Supplemental Funding Agreement shall be amended to reflect an increase to the existing resource provision to 36 places for pupils with autistic spectrum condition as follows:

The Summary Sheet on page 4 of the Supplemental Funding Agreement shall be amended to read:

"SEN unit / Resource provision – Resourced Provision – 36 places for pupils with autistic spectrum condition"

Clause 2.C and 2.D of the Supplemental Funding Agreement will be amended and will read as follows:

"2.C The Academy must operate designated places reserved for pupils with SEN (SEN Unit or Resource Provision) with up to 36 planned places for pupils with Autistic Spectrum Condition (ASC) in the age range 3 to 11.

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 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:- )

[redacted]

Duly authorised by the Secretary of State for Education

**EXECUTED** as a deed by
**PA COMMUNITY TRUST,**

[redacted]

**Director**

In the presence of:

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