

FREEDOM OF INFORMATION REDACTION SHEET

Ilkley Grammar 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

- 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 **Ilkley Grammar 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 16 day of November 2023

BETWEEN

- 1) The Secretary of State for Education (the "Secretary of State"); and
- 2) Moorlands Learning Trust, (the "Company") a charitable company incorporated in England and Wales with registered number 07663864, together, the "Parties".

INTRODUCTION

- A. The Parties entered into a funding agreement dated on or about 30 January 2011 which was varied and restated by a deed of variation dated 29 June 2017 in which the parties entered into a supplemental funding agreement that was subsequently varied and restated by deed of variation dated 29 November 2019 (the "Funding Agreement") relating to the establishment, maintenance and funding of Ilkley Grammar School 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 in accordance with Schedule 1 of this Deed.
- 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
Moorlands Learning Trust,
acting by:

[Redacted signature]

Director

In the presence of:

W
I
T
N
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S
S

[Redacted witness area]

SCHEDULE 1

Amendments to the Funding Agreement

1. The following entries shall replace the current entries in the table in the Summary Sheet Information about the Academy:

Capacity number	2,165
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2. The following shall replace clause 2.B

"The planned capacity of the Academy is 2,165 in the age range 11 – 18, including a sixth form of 565 places. The Academy will be an all ability inclusive school."