

# FREEDOM OF INFORMATION REDACTION SHEET

## Burnham-on-Sea Infant School

### Supplemental Funding Agreement

<b>Exemptions in full</b>  n/a	
<b>Partial exemptions</b>  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"><li>▪ further to the understanding of and increase participation in the public debate of issues concerning Academies.</li><li>▪ to ensure transparency in the accountability of public funds</li></ul>	<ul style="list-style-type: none"><li>▪ To comply with obligations under the Data Protection Act</li></ul>
<u>Reasons why public interest favours withholding information</u>  Whilst releasing the majority of the <b>Burnham-on-Sea Infant School Supplemental Funding Agreement</b> will further the public understanding of Academies. The whole of <b>the Burnham-on-Sea Infant School Supplemental Funding Agreement</b> cannot be revealed. If the personal information redacted was to be revealed under the FOI Act, Personal Data and Commercial interests would be prejudiced.	

**BURNHAM - ON - SEA INFANT SCHOOL**

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

THIS DEED is made the 20<sup>th</sup> day of August 2025

**BETWEEN**

- 1) The Secretary of State for Education (the "**Secretary of State**"); and
- 2) **The Priory Learning Trust**, (the "**Company**") a charitable company incorporated in England and Wales with registered number 07698707, together, the "**Parties**".

**INTRODUCTION**

- A. The Parties entered into a funding agreement dated on 28 January 2025 (the "**Funding Agreement**") relating to the establishment, maintenance and funding of the 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 1 September 2025 the Funding Agreement shall be amended as follows:
  - a) In the summary sheet by removing the existing section referring to "SEN unit / Resource Provision" and replacing with the below:

<b>SEN unit / Resource Provision</b>	9 spaces - Speech, Language and Communication needs.
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- b) In the summary sheet by removing the row for Clause No. 2.C, 2.D and replacing it with the below:

2.C, 2.D	Only applies where the academy has an SEN unit	Applied	
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c) Clause 2.B shall be deleted and replaced with the following:

"2.B The planned capacity of the Academy is 240 and the age range is 4 to 7, 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."

d) Clause 2.C shall be deleted and replaced with the following:

"2.C The Academy must operate designated places reserved for pupils with SEN (SEN Unit or Resourced Provision) with up to 9 planned places for pupils with Speech, Language and Communication needs in the age range 4 to 7."

e) Clause 2.D shall be deleted and replaced with 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** authenticated by

[Redacted signature]

Duly authorised by the Secretary of State for Education



**EXECUTED** as a deed by The Priory Learning Trust, acting

[Redacted signature]

**Director**

In the presence of:

[Redacted witness name]

**Witness**

Name:

[Redacted name]

Occupation:

[Redacted occupation]