

FREEDOM OF INFORMATION REDACTION SHEET

THE PARKGATE ACADEMY

DEED OF VARIATION TO SUPPLEMENTAL FUNDING AGREEMENT

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 Parkgate Academy Deed Of Variation To Supplemental Funding Agreement** Will Further the public understanding of Academies. The whole of **The Parkgate Academy Deed Of Variation To Supplemental Funding Agreement** will cannot be revealed. If the personal information redacted was to be revealed under the FOI Act, Personal Data and Commercial interests would be prejudiced.

DEED OF VARIATION OF SUPPLEMENTAL FUNDING AGREEMENT

THIS DEED is made the 30 day of September 2020

BETWEEN:

- 1) **The Secretary of State for Education** of Sanctuary Buildings, Great Smith Street, London, SW1P 3BT (the "**Secretary of State**").
- 2) **The Forge Trust**, a company limited by guarantee incorporated in England and Wales with company number 09443602 (the "**Company**").

Together referred to as the "**Parties**".

BACKGROUND

- A. On 30 August 2016 the Parties entered into a Supplemental Funding Agreement relating to The Parkgate Academy ("the Academy")
- B. The Parties now wish to vary and amend the Supplemental Funding Agreement of 30 August 2016 to reflect the fact the Company is extending the age range of pupils at the Academy.

1. DEFINITIONS

- 1.1. **Academy** means The Parkgate Academy.
- 1.2. **Agreement** means the Supplemental Funding Agreement entered into between the Parties on 30 August 2016.

2. INTERPRETATION

- 2.1. Except as expressly provided in this Deed words and expressions in the Agreement shall have the same meaning.
- 2.2. The Interpretation Act 1978 applies to this Deed as it applies to an Act of Parliament.

3. VARIATIONS AND AMENDMENTS

- 3.1. All references to the age range of pupils in the Agreement as being 3-11 shall be replaced with 2-11.
- 3.2. Clause 2.B of the Agreement shall be amended and varied to read:

"The planned capacity of the Academy is 439 with 24 FTE nursery places in the age range of 2 to 11. The Academy will be an all ability inclusive school."

- 3.3. The Summary Sheet to the Agreement is amended to reflect the above with an amended version attached hereto.

4. CONTINUANCE

- 4.1. Except as amended or varied by this Deed all other provisions of the Agreement shall remain in full force and effect.

SUMMARY SHEET

Information about the Academy:

Name of Academy Trust	The Forge Trust
Company number	09443602
Date of Master Funding Agreement	30 August 2016
Name of academy	The Parkgate Academy
Opening date	1 st September 2016
Type of academy (indicate whether academy or free school)	Mainstream
Religious designation	N/A
Wholly or partly selective	N/A
Name of predecessor school (where applicable)	Ollerton Community Primary School
Capacity number	439 with 24 FTE nursery places
Age range	2-11
Number of sixth form places	N/A
Number of boarding places	N/A
SEN unit / Resource provision	N/A
Land arrangements (Version 1-7 or other)	Version 1 and Version 2
Address and title number of Land	Ollerton Community Primary School Whinney Lane Newark NG22 9TH NT449474 And

Name of Academy Trust	The Forge Trust
	Land to the east of Whinney Lane New Ollerton NT326564

The Parkgate Academy, East Midlands and the Humber RSC region'.

5. GOVERNING LAW AND JURISDICTION

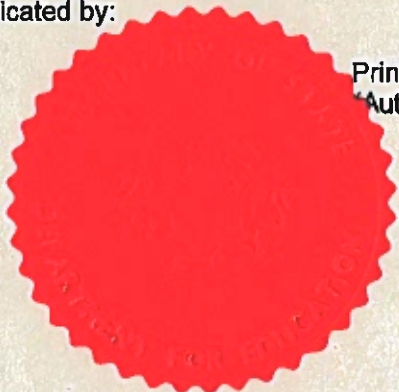
- 5.1. This Deed, and any disputes or claims arising out of or in connection with it, its subject matter or formation (including non-contractual disputes or claims), shall be governed by and construed in accordance with English law.
- 5.2. The Parties irrevocably agree that the English courts have exclusive 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).

6. COUNTERPARTS

- 6.1. 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 herein and is intended to be and is hereby delivered on the date of this Deed.

EXECUTED as a deed by affixing the Corporate Seal of the Secretary of State for Education authenticated by:



[Handwritten Signature]

Print name: LAURA ELLIS
(Authorised Signature)

EXECUTED as a deed by **THE FORGE TRUST** acting by a director in the presence of

[Handwritten Signature]

Director:
Print name: L. HESSEY

Witness: Copeland

Print name: HELEN COPELAND

Address of witness: The Sir Donald Bailey...
Academy, Bailey Road, Newark, NG24 4EP

Occupation: Finance Director