

# FREEDOM OF INFORMATION REDACTION SHEET

## Bourne Westfield Primary Academy

### Deed of Variation

<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>Bourne Westfield Primary Academy Deed of Variation</b> 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 11 day of March 2025

### BETWEEN

- 1) The Secretary of State for Education (the "**Secretary of State**"); and
- 2) Keystone Academy Trust, (the "**Company**"), a charitable company incorporated in England and Wales with registered number 07788995, together, the "**Parties**".

### INTRODUCTION

- A. The Parties entered into a supplemental funding agreement dated on or about 28 August 2019 (the "**Funding Agreement**") relating to the establishment, maintenance and funding of an Academy (Bourne Westfield Primary 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:

- 2.1.1 The insertion of a new clause 2.BB as follows:

#### "Local Governing Bodies

The Academy Trust shall establish for the Academy a local governing body to which it may delegate its powers and functions in relation to the operation of the Academy. The role of the local governing body and the membership of it shall be for the Academy Trust to decide, but the Academy Trust will ensure that the Academy operates in a way which honours its characteristics and:

- a) a minimum of two people who are parents of a registered pupil at the Academy (to be elected by the parents of registered pupils of the Academy) shall be members of the local governing body; and

b) the members of the local governing body recognise and support the individual ethos of the Academy as a school not designated as having a religious character."

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  
Keystone Academy Trust,  
acting by:

[REDACTED]

**Director**

In the presence of:

Witness

[REDACTED]

Signature

[REDACTED]

Name

[REDACTED]

Address

[REDACTED]

Occupation