

FREEDOM OF INFORMATION REDACTION SHEET

Lammas School

DoV of Supplemental Funding Agreement

<p>Exemptions in full</p> <p>n/a</p> <p>Partial exemptions</p> <p>Personal Information has been redacted from this document under Section 40 of the Freedom of Information (FOI) Act.</p> <p>Section 40 of the FOI Act concerns personal data within the meaning of the Data Protection Act 1998.</p>	
Factors for disclosure	Factors for Withholding
<ul style="list-style-type: none">▪ 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	<ul style="list-style-type: none">▪ To comply with obligations under the Data Protection Act
<p><u>Reasons why public interest favours withholding information</u></p> <p>Whilst releasing the majority of the Lammas School DoV of Supplemental 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.</p>	

DEED OF VARIATION TO THE SUPPLEMENTAL FUNDING AGREEMENT

THIS DEED is made the 28th day of August 2024

BETWEEN

- 1) The Secretary of State for Education (the "**Secretary of State**"); and
- 2) The Griffin Schools Trust, (the "**Company**") a charitable company incorporated in England and Wales with registered number 07893665, together, the "**Parties**".

INTRODUCTION

- A. The Parties entered into a supplemental funding agreement dated 27 November 2018 (the "**Supplemental Funding Agreement**") relating to the establishment, maintenance and funding of Lammas School and Sixth Form (the "**Academy**") 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 FUNDING AGREEMENT

- 2.1 The Parties agree that with effect from the date of this Deed the Supplemental Funding Agreement shall be amended as follows:
 - a) amending the summary sheet by removing the existing sections referring to "Date of Master Funding Agreement", "Age range", "Number of sixth form places" and "Address and title number of Land" and replacing with the below:

Date of Master Funding Agreement	28th August 2024
Age range	11 - 16
Number of sixth form places	N/A
Address and title number of Land	Lammas School, 150 Seymour Road, Leyton, London, E10 7LX with title numbers: EGL367623, EX13234 and EX19084

b) replacing the definition of "The Academy" with the following definition:

"The **Academy**" means Lammas School."

c) replacing existing clause 1.A with the following new clause 1.A:

"1.A This Agreement made between the Secretary of State for Education and The Griffin Schools Trust is supplemental to the master funding agreement made between the same parties and dated [28/08/2024] (the "**Master Agreement**")."

d) replacing existing clause 2.B with the following new clause 2.B:

"2.B The planned capacity of the Academy is 900 and the age range is 11 - 16. 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."

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.

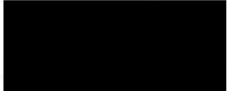
3.2 The parties irrevocably agree that the English courts have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Deed or its subject matter or formation (including non-contractual disputes or claims).

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:-)



.....
Duly authorised by the Secretary of State for Education



EXECUTED as a deed by The Griffin Schools Trust,
acting by:

