

FREEDOM OF INFORMATION REDACTION SHEET

The Byrchall High School

Deed of Variation to the 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 **The Byrchall High School Deed of Variation to the 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.

DEED OF VARIATION TO SUPPLEMENTAL FUNDING

AGREEMENT THIS DEED is made the 25 day of June 2026

BETWEEN

- 1) The Secretary of State for Education (the “**Secretary of State**”); and
- 2) Makerfield Academy Trust, (the “**Company**”) a charitable company incorporated in England and Wales with registered number 08175642, together, the “**Parties**”.

INTRODUCTION

- A. The Parties entered into a supplemental funding agreement dated on 4 September 2012 as amended by a deed of variation dated 26 September 2017 and further amended and restated by a deed of variation dated 29 January 2021 (the “**Funding Agreement**”) relating to the establishment, maintenance and funding of Byrchall High School.
- 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

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:
 - 2.1.1 The summary sheet on page 3 be varied by deleting the Capacity number “1175” and replacing with “1216”.
 - 2.1.2 The summary sheet on page 3 be varied by deleting the SEN unit / Resource provision “N.A” and replacing with “8 planned places for pupils with Specific Learning Difficulties (SpLD) and Moderate Learning Difficulties and 8 planned places for pupils with Severe Learning Difficulties (SLD) and Profound and Multiple Learning Difficulties (PMLD)”.
 - 2.1.3 In the table on page 5, clauses 2.C and 2.D be marked as “Applied”.
 - 2.1.4 Clause 2.B be deleted and replaced with: “*The planned capacity of the Academy is 1216 in the age range 11-16 which for the avoidance of doubt includes pupils with designated places pursuant to clause 2.C. The Academy will be an all ability inclusive school*”.
 - 2.1.5 Clause 2.C be deleted and replaced with: “*The Academy must operate designated places reserved for pupils with SEN (SEN Unit or Resourced Provision) with up to 8 planned places for pupils with Specific Learning*

Difficulties (SpLD) and Moderate Learning Difficulties (MLD) and 8 planned places for pupils with Severe Learning Difficulties (SLD) and Profound and Multiple Learning Difficulties (PMLD) in the age range 11-16."

2.1.6 Clause 2.D be deleted and replaced with:

"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

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
MAKERFIELD ACADEMY TRUST
acting by:

[Redacted Signature]

Director

In the presence of:

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T
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Sign
Name
Address
Occupation

[Redacted Signature]

[Redacted Address]

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