

## FREEDOM OF INFORMATION REDACTION SHEET

### BRADFORD ALTERNATIVE PROVISION ACADEMY

#### 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 **Bradford Alternative Provision Academy 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 THE SUPPLEMENTAL FUNDING AGREEMENT  
BRADFORD ALTERNATIVE PROVISION ACADEMY**

THIS DEED is made the 05 day of AUGUST 2025

**BETWEEN**

- 1) **The Secretary of State for Education** (the "**Secretary of State**"); and
  - 2) **Exceed Academies Trust**, a charitable company incorporated in England and Wales with registered number 10050238 whose registered office is at Horton Park Primary School, Dawnay Road, Bradford, West Yorkshire, England, BD5 9LQ (the "**Company**"),
- together, the "**Parties**".

**INTRODUCTION**

- A. The Parties entered into a supplemental funding agreement in respect of Bradford Alternative Provision Academy (the "**Academy**") on 26 February 2019 (the "**SFA**").
- B. The Parties now wish to vary and amend certain terms and conditions of the SFA in accordance with the terms of this Deed. The Parties acknowledge and agree that the changes took effect on 1 April 2025 (the "**Effective Date**").
- C. This Deed is supplemental to the SFA.

**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 SFA.

**2. VARIATION OF THE SUPPLEMENTAL FUNDING AGREEMENT**

- 2.1 The Parties agree that, with effect from the Effective Date, the SFA shall be amended as set out in Annex 1.
- 2.2 Except as varied by this Deed, the SFA 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 **Exceed Academies Trust**, acting by:

[Redacted signature]

Director

[Redacted signature]

Director

[Redacted signature]

[Redacted signature]

[Redacted signature]

## Annex

### a) Summary Sheet

<b>Name of academy</b>	<i>Bradford Alternative Provision Academy Central</i>
<b>Capacity number</b>	50
<b>Address and title number of Land</b>	<i>Aireview PRU, Baker Street, Saltaire, Bradford, BD18 3JE title number WYK900291, Jesse Street PRU, Jesse Street, Bradford, BD8 OJQ title number WYK887324</i>

Shall be replaced with:

<b>Name of academy</b>	<i>Bradford Alternative Provision Academy</i>
<b>Capacity number</b>	108
<b>Address and title number of Land</b>	<p><u>Permanent Land:</u></p> <p><i>Aireview PRU, Baker Street, Saltaire, Bradford, BD18 3JE Title number WYK900291</i></p> <p><i>Jesse Street PRU, Jesse Street, Bradford, BD8 OJQ Title number WYK887324</i></p> <p><u>Satellite Land:</u></p> <p><i>The Bungalow, c/o Holybrook Primary School, Rillington Mead, Bradford, BD10 0EF</i></p> <p><i>The Bungalow, c/o Bowling Park Primary School, Usher Street, East Bowling, Bradford, BD4 7DS</i></p> <p><u>Temporary Land:</u></p> <p><i>Vocational Learning Centre, Anerley St, Bradford BD4 7SY</i></p>

### b) Clause 1.C

***“The Academy”*** means Bradford Alternative Provision Academy Central.

Shall be deleted.

***“the Academy”*** means the Alternative Provision Academy which is an Academy or a Free School which meets the requirements set out in section 1C(1) of the Academies Act 2010.

Shall be replaced with:

***“the Academy”*** means Bradford Alternative Provision Academy which is an Academy or a Free School which meets the requirements set out in section 1C(1) of the Academies Act 2010.

c) **Clause 2.B**

***Pupils***

2.B *The planned number of places at the Academy is 50 (fifty) places in the age range 11 to 16 years. The planned number of places and the age ranges is/are not determinative of GAG. GAG for each Academy Financial Year will be determined by the Secretary of State in accordance with clauses 3.12 and 3.15 of the Master Agreement.*

Shall be replaced with:

***Pupils***

2.B *The planned number of places at the Academy is 108 (one hundred and eight) places in the age range 11 to 16 years. The planned number of places and the age ranges is/are not determinative of GAG. GAG for each Academy Financial Year will be determined by the Secretary of State in accordance with clauses 3.12 and 3.15 of the Master Agreement.*

c) **Clause 4 (LAND) – new definitions**

The following definitions are added to the definitions in **Clause 4 (LAND)**:

***“Satellite Land”*** means the land at

- (i) *The Bungalow, c/o Holybrook Primary School, Rillington Mead, Bradford, BD10 0EF; and*
- (ii) *The Bungalow, c/o Bowling Park Primary School, Usher Street, East Bowling, Bradford, BD4 7DS*

which land will form the satellite sites of the Academy.

**“Temporary Land”** means the land at Vocational Learning Centre, Anerley Street, Bradford BD4 7SY.”

e) **Clause 4.B (LAND)**

**Obligations of the Academy Trust**

**4.B** *The Academy Trust must keep the Land clean and tidy and make good any damage or deterioration to the Land. The Academy Trust must not do anything to lessen the value or marketability of the Land without the Secretary of State’s consent.*

Shall be replaced with:

**Obligations of the Academy Trust**

**4.B** *The Academy Trust must keep the Land and the Temporary Land clean and tidy and make good any damage or deterioration to the Land and the Temporary Land. The Academy Trust must not do anything to lessen the value or marketability of the Land without the Secretary of State’s consent.*

f) **Clause 4.D (LAND)**

**4.D** *The Academy Trust must not, without the Secretary of State’s consent:*

- a) *terminate, vary, surrender, renew, dispose of or agree any revised rent under the Lease;*
- b) *grant any consent or licence; or*
- c) *create or allow any encumbrance; or*
- d) *part with or share possession or occupation; or*
- e) *enter into any onerous or restrictive obligations,*

*in respect of all or part of the Land.*

Shall be replaced with:

**4.D** *The Academy Trust must not, without the Secretary of State’s consent:*

- a) *terminate, vary, surrender, renew, dispose of or agree any revised rent under the Lease;*
  - b) *grant any consent or licence; or*
  - c) *create or allow any encumbrance; or*
  - d) *part with or share possession or occupation; or*
  - e) *enter into any onerous or restrictive obligations,*
- in respect of all or part of the Land, the Satellite Land and the Temporary Land.*
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