

FREEDOM OF INFORMATION REDACTION SHEET

Brooke Hill Academy Trust Deed of Variation of 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 Brooke Hill Academy Trust **Deed of Variation of Funding Agreement** will further the public understanding of Academies. The whole of the **Brooke Hill Academy Trust Deed of Variation of Funding Agreement** cannot be revealed. If the personal information redacted was to be revealed under the FOI Act, Personal Data and Commercial interests would be prejudiced.

BROOKE HILL ACADEMY TRUST

DEED OF VARIATION OF FUNDING AGREEMENT

The Parties to this Deed are:

(1) **The Secretary of State for Education** of Sanctuary Buildings, Great Smith Street, London SW1P 3BT (the "**Secretary of State**");

- and -

(2) **BROOKE HILL MULTI ACADEMY TRUST**, a charitable company incorporated in England and Wales with registered company number 07693338 whose registered address is at Brooke Hill Academy, Brooke Road, Oakham, Rutland, LE15 6HQ (the "**Company**").

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

INTRODUCTION

- A. The Parties have entered into a master funding agreement on 22 December 2015 , a copy of which is contained in Schedule A, (the "**Existing MFA**").
- B. The Parties have entered into a supplementary funding agreement in respect of the South Witham Academy on 31 October 2016 , a copy of which is contained in Schedule B (the "**Existing SOUTH WITHAM ACADEMY SFA**"); and
- C. Not used; and
- D. The Parties have agreed to amend and re-state the terms of the Existing MFA, the Existing South Witham Academy SFA, on the terms set out in this Deed.

LEGAL AGREEMENT

- 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 Amended Master Funding Agreement (as defined in clause 2 below).
- 2. The Secretary of State and the Company agree that with effect from the date of this Deed, the Existing MFA shall be amended and re-stated in the form of the Master Funding Agreement set out in Schedule C (the "**Amended Master Funding Agreement**"). For the avoidance of doubt, the Amended Master Funding Agreement does not terminate or suspend the Existing MFA but * amends and re-states it.
- 3. The Secretary of State and the Company agree that with effect from the date of this Deed, the **Existing South Witham Academy SFA** shall be amended and re-stated in the form of the Amended South Witham Academy SFA set out in Schedule D (the "**Amended South Witham Academy SFA**").
- 4. Not used

* Check to see whether there the agreement has been previously amended

GOVERNING LAW AND JURISDICTION

- 5. This Deed, and any dispute or claim arising out of or in connection with it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by and interpreted in accordance with the law of England and Wales.
- 6. The Parties irrevocably agree that the courts of England and Wales shall 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).

COUNTERPARTS

- 7. 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 last date listed below.

EXECUTED as a deed by affixing the corporate seal of the **Secretary of State for Education** authenticated by:-)
)
)



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Duly authorised by the Secretary of State for Education

Date..... *27 March 2019*

EXECUTED as a deed by **BROOKE HILL ACADEMY TRUST** acting by:



.....
Director

Print name.....



Date.....

Witnessed

Full name.s

Address...7

Occupation

