

FREEDOM OF INFORMATION REDACTION SHEET

NAME OF SCHOOL Manningtree High School

TYPE OF DOCUMENT Deed of Variation

<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 Manningtree High School will further the public understanding of Academies. The whole of the Manningtree High School cannot be revealed. If the personal information redacted was to be revealed under the FOI Act, Personal Data and Commercial interests would be prejudiced.</p>	

**DEED OF VARIATION TO THE FUNDING AGREEMENT FOR MANNINGTREE
HIGH SCHOOL**

THIS DEED is made the 28 day of May 2020

BETWEEN

- 1) The Secretary of State for Education (the "**Secretary of State**"); and
- 2) Alpha Trust, (the "**Company**") a charitable company incorporated in England and Wales with registered number 07755713, together, the "**Parties**".

INTRODUCTION

- A. The Parties entered into a supplemental funding agreement by means of a deed of novation and variation dated 22 August 2019 (the "**Supplemental Funding Agreement**") relating to the maintenance and funding of Manningtree High School, an 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 SUPPLEMENTAL FUNDING AGREEMENT

- 2.1 The Parties agree that with effect from 1 September 2020 the Supplemental Funding Agreement shall be amended as follows:

- a) in the Summary Sheet on page 4 of the Supplemental Funding Agreement, the capacity of 870 is replaced with a capacity of 1,020; and

- b) clause 2.B is replaced with the following new clause 2.B:

"2.B The planned capacity of the Academy is 1,020 in the age range 11 to 16. The Academy will be an all ability inclusive 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:-)
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)

[Redacted signature]

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



EXECUTED as a deed by **Alpha Trust**, acting by:-

[Redacted signature]

Director

[Redacted signature]

.....
Director/Secretary