

FREEDOM OF INFORMATION REDACTION SHEET

NINESTILES ACADEMY TRUST LIMITED

DoV 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 **NINESTILES ACADEMY TRUST LIMITED DoV FUNDING AGREEMENT** will further the public understanding of Academies. The whole of the **NINESTILES ACADEMY TRUST LIMITED DoV 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.

NINESTILES ACADEMY TRUST LIMITED

DEED OF VARIATION OF FUNDING AGREEMENTS

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) **Ninestiles Academy Trust Limited**, a charitable company incorporated in England and Wales with registered company number 07348167, whose registered office is at Ninestiles an Academy, Hartfield Crescent, Birmingham, B27 7QG (the **"Company"**)

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

INTRODUCTION

- A. The Parties entered into:
 - a. a Deed of Variation on 30 April 2013 in relation to master and supplemental funding agreements for the purposes of operating Ninestiles School, An Academy, Erdington Hall Primary School and The Oaklands Primary School;
 - b. a supplemental funding agreement on 30 April 2013 for the purpose of operating Pegasus Primary School;
 - c. a supplemental funding agreement on 27 June 2013 for the purpose of operating Yarnfield Primary School; and
 - d. a supplemental funding agreement on 27 August 2015 for the purpose of operating Lyndon School

(together the **"Existing FAs"**).

- B. The Parties now wish to vary and amend the terms of the Existing FAs, in accordance with the terms of 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 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 FAs shall be amended and restated in the form of new agreements which shall consist of the terms of:
 - a. a new Master Funding Agreement contained in Schedule A (the **"New Master Funding Agreement"**);

- b. a new Supplemental Funding Agreement for Ninestiles School, An Academy contained in Schedule B (the **New Ninestiles Supplemental Funding Agreement**”);
- c. a new Supplemental Funding Agreement for Erdington Hall Primary School contained in Schedule C (the **New Erdington Supplemental Funding Agreement**”);
- d. a new Supplemental Funding Agreement for The Oaklands Primary School contained in Schedule D (the **New Oaklands Supplemental Funding Agreement**”);
- e. a new Supplemental Funding Agreement for Pegasus Primary School contained in Schedule E (the **New Pegasus Primary School Supplemental Funding Agreement**”);
- f. a new Supplemental Funding Agreement for Yarnfield Primary School contained in Schedule F (the **New Yarnfield Supplemental Funding Agreement**”); and
- g. a new Supplemental Funding Agreement for Lyndon School contained in Schedule G (the **New Lyndon Supplemental Funding Agreement**”);

GOVERNING LAW AND JURISDICTION

- 3. 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.
- 4. 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

- 5. 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:-)
)
)

[Redacted signature]

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

Date..... 25 August 2016



EXECUTED as a deed by Ninestiles Academy Trust Limited acting by:

[Redacted signature]

.....
Director

[Redacted signature]
Print name.....

Date..... 19 August 2016

[Redacted signature]

.....
Director/Secretary

[Redacted signature]
Print name.....

Date..... 19 August 2016