

FREEDOM OF INFORMATION REDACTION SHEET

WELLSPRING ACADEMY TRUST

DEED OF VARIATION

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

Draft 21.05.2014

DATED 30 October 2014

WELLSPRING ACADEMY TRUST

and

THE SECRETARY OF STATE FOR EDUCATION

**DEED OF VARIATION OF MASTER FUNDING
AGREEMENT**

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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**");
- (2) **Wellspring Academy Trust** a company limited by guarantee registered in England and Wales (company number 08120960) whose registered office is Digital Media Centre, County Way, Barnsley, South Yorkshire S70 2JQ (the "**Company**").

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

1 INTRODUCTION

- 1.1 The Parties have entered into a master funding agreement on 30 April 2013, a copy of which is contained in Schedule 1, (the "**Existing Master Funding Agreement**").
- 1.2 The Parties have agreed to amend and re-state the terms of the Existing Master Funding Agreement on the terms set out in this Deed.

2 LEGAL AGREEMENT

- 2.1 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 2.2 below).
- 2.2 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 2 (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 GOVERNING LAW AND JURISDICTION

- 3.1 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.
- 3.2 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).

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 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

[Redacted date]



EXECUTED as a deed by **WELLSPRING ACADEMY TRUST** authenticated by:

[Redacted signature]

Director

In the presence of:

Witness signature

Witness print name

Date

[Redacted witness information]

SCHEDULE 1

Existing Master Funding Agreement

SCHEDULE 2

Amended Master Funding Agreement