

FREEDOM OF INFORMATION REDACTION SHEET

Drapers Academy

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 Agreement will further the public understanding of Academies. The whole of the 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.

**DEED OF VARIATION TO THE DRAPERS' MULTI-ACADEMY TRUST
FUNDING AGREEMENTS**

THIS DEED is made the 31 day of August 2016

BETWEEN

- 1) The Secretary of State for Education (the "Secretary of State"); and
- 2) Drapers' Multi-Academy Trust, (the "Company") a company limited by guarantee incorporated in England and Wales with registered number 7728112 and having its registered office at Drapers' Academy, Settle Road, Harold Hill, Romford RM3 9XR,

together referred to as the "Parties".

INTRODUCTION

- A. The Parties entered into a single funding agreement executed as a deed relating to the establishment, maintenance and funding of Drapers' Academy on 3 December 2009. The Parties then agreed to amend and restate the terms of the single funding agreement by way of a deed of variation on 27 June 2014 to form a master funding agreement, a copy of which is contained in Schedule 1, relating to the establishment, maintenance and funding of one or more academies (the "Existing Master Funding Agreement") and a supplemental funding agreement, a copy of which is contained in Schedule 2, relating to the establishment, maintenance and funding of Drapers' Academy (the "Existing Drapers' Academy SFA").
- B. Pursuant to the Existing Master Funding Agreement, the Parties entered into a supplemental funding agreement executed as a deed on 27 June 2014, a copy of which is contained in Schedule 3, relating to the establishment, maintenance and funding of Drapers' Brookside Junior School, (the "Existing Drapers' Brookside Junior School SFA").
- C. The Parties entered into a second master funding agreement executed as a deed on 18 March 2015, a copy of which is contained in Schedule 4, relating to the establishment, maintenance and funding of one or more academies (the "Existing Master Funding Agreement 2").
- D. Pursuant to the Existing Master Funding Agreement 2, the Parties entered into a supplemental funding agreement executed as a deed on 18 March 2015, a copy of which is contained in Schedule 5, relating to the establishment, maintenance and funding of Drapers' Maylands Primary School (the "Existing Drapers' Maylands Primary School SFA").
- E. The Parties now wish to amend and restate the terms and conditions of the Existing Master Funding Agreement, the Existing Drapers' Academy SFA, the Existing Drapers' Brookside Junior School SFA, the Existing Master Funding Agreement 2 and the Existing Drapers' Maylands Primary School SFA in accordance with the terms of this Deed.

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 Amended Master Funding Agreement (as defined in clause 2.1 below).

2. VARIATION OF THE FUNDING AGREEMENT

- 2.1. The Parties agree that with effect from the date of this Deed the Existing Master Funding Agreement and the Existing Master Funding Agreement 2 shall be amended and restated in the form of the master funding agreement set out in Schedule 6 (the "**Amended Master Funding Agreement**"). For the avoidance of doubt, the Amended Master Funding Agreement does not terminate or suspend the Existing Master Funding Agreement or the Existing Master Funding Agreement 2 but amends and re-states them.
- 2.2. The parties agree that with effect from the date of this Deed, the Existing Drapers' Academy SFA shall be amended and restated in the form of the supplemental funding agreement set out in Schedule 7 (the "**Amended Drapers' Academy SFA**"). For the avoidance of doubt, the Amended Drapers' Academy SFA does not terminate or suspend the Existing Drapers' Academy SFA, but amends and re-states it.
- 2.3. The parties agree that with effect from the date of this Deed, the Existing Drapers' Brookside Junior School SFA shall be amended and restated in the form of the supplemental funding agreement set out in Schedule 8 (the "**Amended Drapers' Brookside Junior School SFA**"). For the avoidance of doubt, the Amended Drapers' Brookside Junior School SFA does not terminate or suspend the Existing Drapers' Brookside Junior School SFA, but amends and re-states it.
- 2.4. The parties agree that with effect from the date of this Deed, the Existing Drapers' Maylands Primary School SFA shall be amended and restated in the form of the supplemental funding agreement set out in Schedule 9 (the "**Amended Drapers' Maylands Primary School SFA**"). For the avoidance of doubt, the Amended Drapers' Maylands Primary School SFA does not terminate or suspend the Existing Drapers' Brookside Junior School SFA, but amends and re-states it.
- 2.5. The schedules, appendices and annexes to this Deed form part of and are incorporated into this Deed.

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
Drapers' Multi -Academy Trust
acting by:

.....
D [Redacted]

Print name [Redacted]

In the presence of:

Signature of witness

Print name

Address

Occupation

[Redacted]

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

[Redacted]
.....
Duly authorised by the Secretary of State for Education

