

FREEDOM OF INFORMATION REDACTION SHEET

Marlborough Infants School

Deed of Variation of the 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 **Marlborough Infant School Deed of Variation of the Funding Agreement** will further the public understanding of Academies, the whole of these documents cannot be revealed. If the personal information redacted were to be revealed under the FOI Act, Personal Data and Commercial interests would be prejudiced.

Deed of Variation to the Funding Agreement for

Marlborough Infants School

DEED OF VARIATION TO THE FUNDING AGREEMENT

THIS DEED is made the 28 day of August 2019

BETWEEN

- 1) The Secretary of State for Education (the "**Secretary of State**"); and
- 2) Leigh Trust, (the "**Company**") a charitable company incorporated in England and Wales with registered number 08779660, together, the "**Parties**".

INTRODUCTION

- A. The Parties entered into a funding agreement dated 19 December 2018 (the "**Funding Agreement**") relating to the establishment, maintenance and funding of an Academy known as Marlborough Infants School in accordance with the Funding Agreement.
- B. The Parties now wish to vary and amend certain terms and conditions of the Funding Agreement in accordance with the terms of this Deed.
- C. This Deed is supplemental to the 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 Funding Agreement.

2. VARIATION OF THE FUNDING AGREEMENT

- 2.1 The Parties agree that with effect from the date of this Deed the Funding Agreement shall be amended as follows:
 - 2.1.1 On the summary sheet:
 - 2.1.1.1 the name of the academy shall be amended to "Marlborough Primary School";
 - 2.1.1.2 the capacity figure of 270 shall be deleted and replaced with the figure 666;
 - 2.1.1.3 the age range of 3 – 7 shall be deleted and replaced with 3 – 11;
 - 2.1.2 In Clause 1.C: "The Academy means Marlborough Infants School" shall be deleted and replaced with "The Academy means Marlborough Primary School.";
 - 2.1.3 In clause 2.B the capacity figure of 270 shall be deleted and replaced with the figure 666 and the age range of 3 – 7 shall be deleted and replaced with 3 – 11.
- 2.2 Except as varied by this Deed, the 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:-)
)
)

[Redacted signature]

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



EXECUTED as a deed by Leigh Trust, acting by:

[Redacted signature]

Director

In the presence of:

W
I
T
N
E
S
S

Sign

Name

Address

Occupation CHIEF OPERATING OFFICER

[Redacted witness information]