

# FREEDOM OF INFORMATION REDACTION SHEET

## Brine Leas School

### DoV Funding Agreement

<b>Exemptions in full</b>  n/a	
<b>Partial exemptions</b>  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	Factors for Withholding
<ul style="list-style-type: none"><li>▪ further to the understanding of and increase participation in the public debate of issues concerning Academies.</li><li>▪ to ensure transparency in the accountability of public funds</li></ul>	<ul style="list-style-type: none"><li>▪ To comply with obligations under the Data Protection Act</li></ul>
<u>Reasons why public interest favours withholding information</u>  Whilst releasing the majority of <b>Brine Leas School DoV Funding Agreement</b> will further the public understanding of Academies. The whole of the <b>Brine Leas School DoV Funding Agreement</b> 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 SUPPLEMENTAL FUNDING AGREEMENT FOR  
BRINE LEAS SCHOOL**

**THIS DEED** is made the 4<sup>th</sup> day of OCTOBER 2018

**BETWEEN**

1. **THE SECRETARY OF STATE FOR EDUCATION** (the "**Secretary of State**");  
and
2. **BRINE MULTI ACADEMY TRUST** a charitable company incorporated in England and Wales whose registered address is Brine Leas School, Audlem Road, Nantwich, Cheshire, CW5 7DY, with registered number 07344747 (the "**Company**");

together, the "**Parties**".

**INTRODUCTION**

- A. The Parties entered into a funding agreement on 25 August 2010 relating to the establishment, maintenance and funding of an academy known as Brine Leas School (the "**2010 Funding Agreement**").
- B. The Parties amended and restated the terms of the 2010 Funding Agreement in the form of a master funding agreement for the Company and a supplemental funding agreement for the academy known as Brine Leas School (the "**Supplemental Funding Agreement**") in accordance with a deed of variation dated 28 July 2016.
- C. The Parties now wish to vary and amend certain terms of the Supplemental Funding Agreement in accordance with the terms of this Deed.
- D. This Deed is supplemental to the Supplemental Funding Agreement.

**1. INTERPRETATION**

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 the date of this Deed the Supplemental Funding Agreement shall be amended as follows:

2.1.1 The "Capacity number" figure in the "Summary Sheet" on page 4 of the Supplemental Funding Agreement shall be deleted and replaced as follows:

<b>Capacity number</b>	1400
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2.1.2 Clause 2.B of the Supplemental Funding Agreement shall be deleted and replaced as follows:

"The planned capacity of the Academy is 1400 in the age range 11-19, including a sixth form of 300 places. 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

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:



Duly authorised by the Secretary of State for Education





# Brine Leas School

An Academy

Believe, Learn, Succeed

**EXECUTED** as a deed by **Brine Multi Academy Trust,**  
acting by:



**Director**

In the presence of:

W  
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Sign .....

Name .....

Address .....

.....

.....

Occupation CLERK TO GOVERNORS

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