

# FREEDOM OF INFORMATION REDACTION SHEET

## LEICESTER ACADEMIES CHARITABLE TRUST

### DEED OF VARIATION OF FUNDING AGREEMENTS

<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.	
<b>Factors for disclosure</b>	<b>Factors for Withholding</b>
<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 the Leicester Academies Charitable Trust Deed of Variation of Funding Agreements will further the public understanding of Academies. The whole of the Leicester Academies Charitable Trust Deed of Variation of Funding Agreements cannot be revealed. If the personal information redacted was to be revealed under the FOI Act, Personal Data and Commercial interests would be prejudiced.	

LEICESTER ACADEMIES CHARITABLE TRUST

DEED OF VARIATION OF FUNDING AGREEMENTS

31 October 2013

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) **Leicester Academies Charitable Trust**, a charitable company limited by guarantee, incorporated in England and Wales with registered company number 08138372 whose registered address is at St Martins House, 7 Peacock Lane, Leicester LE1 5PZ (the "**Company**"),

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

## **INTRODUCTION**

- A. The Parties have entered into a master funding agreement on 28 February 2013, a copy of which is contained in Schedule 1, (the "**Existing MFA**").
- B. The Parties have entered into a supplementary funding agreement in respect of St Peter and St Paul Church of England Academy on 28 February 2013, a copy of which is contained in Schedule 2 (the "**Existing St Peter and St Paul SFA**");
- C. The Parties have entered into a supplementary funding agreement in respect of St Mary's Church of England Primary School on 28 February 2013, a copy of which is contained in Schedule 3 (the "**Existing St Mary's SFA**");
- D. The Parties have entered into a supplementary funding agreement in respect of Weavers Close Church of England Primary School on 28 February 2013, a copy of which is contained in Schedule 4 (the "**Existing Weavers Close SFA**"); and
- E. The Parties have agreed to amend and re-state the terms of (1) the Existing MFA, (2) the Existing St Peter and St Paul SFA, (3) the Existing St Mary's SFA; and (4) the existing Weavers Close SFA on the terms set out in 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 Amended 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 MFA** shall be amended and re-stated in the form of the Master Funding Agreement set out in Schedule 5 (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. The Secretary of State and the Company agree that with effect from the date of this Deed, the **Existing St Peter and St Paul SFA** shall be amended and re-stated in the form of the Amended St Peter and St Paul SFA set out in Schedule 6 (the "**Amended St Peter and St Paul SFA**"). For the avoidance of doubt, the Amended St Peter and St Paul SFA does not terminate or suspend the Existing St Peter and St Paul SFA but amends and re-states it.
4. The Secretary of State and the Company agree that with effect from the date of this Deed, the **Existing St Mary's SFA** shall be amended and re-stated in the form of the Amended St Mary's SFA set out in Schedule 7 (the "**Amended St Mary's SFA**"). For the avoidance of doubt, the Amended St Mary's SFA does not terminate or suspend the Existing St Mary's SFA but amends and re-states it.
5. The Secretary of State and the Company agree that with effect from the date of this Deed, the **Existing Weavers Close SFA** shall be amended and re-stated in the form of the Amended Weavers Close SFA set out in Schedule 8 (the "**Amended Weavers Close SFA**"). For the avoidance of doubt, the Amended Weavers Close SFA does not terminate or suspend the Existing Weavers Close SFA but amends and re-states it.

## **GOVERNING LAW AND JURISDICTION**

6. 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.
7. 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**

8. 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..... 31 October .....

EXECUTED as a deed by  
**LEICESTER ACADEMIES CHARITABLE TRUST** acting by:

.....  
[Redacted Signature]

Director ( [Redacted Name]  
Print name [Redacted Name] ..

Date:.....

.....  
[Redacted Signature]

Director (signature)  
Print name: [Redacted Name]

Date:.....