

FREEDOM OF INFORMATION REDACTION SHEET

Chesterton Community Sports College

Deed of Variation to the Supplemental 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	Factors for Withholding
<ul style="list-style-type: none">▪ 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	<ul style="list-style-type: none">▪ To comply with obligations under the Data Protection Act
<u>Reasons why public interest favours withholding information</u> Whilst releasing the majority of the Chesterton Community Sports College Deed of Variation to the Supplemental Funding Agreement will further the public understanding of Academies. The whole of the Chesterton Community Sports College Deed of Variation to the Supplemental Funding 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 FUNDING AGREEMENT

THIS DEED is made the 28th day of FEBRUARY 2018

BETWEEN

- 1) The Secretary of State for Education (the "Secretary of State"); and
- 2) The Collective Vision Trust (the "Company") a charitable company incorporated in England and Wales with registered number 08786812, together, the "Parties".

INTRODUCTION

- A. The Parties entered into a supplemental funding agreement regarding the conversion of Chesterton Community Sports College ("the School") dated on or about 28th November 2013 ("SFA") relating to the establishment, maintenance and funding of the School within the Company with the terms of the SFA.
- B. The Parties now wish to vary and amend certain terms and conditions of the SFA in accordance with the terms of this Deed.
- C. This Deed is supplemental to the SFA.

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 SFA and the Deed of Variation.

2. VARIATION OF THE FUNDING AGREEMENT

- 2.1. The Parties agree that with effect from the date of this Deed and clause 2.5 of the SFA shall be amended as follows:
 - 2.1.1. "The planned capacity of the Academy is 870 in the age range 11 – 16";
- 2.2. Except as varied by this Deed, the SFA 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

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

EXECUTED as a deed by
COLLECTIVE VISION TRUST
acting by:



Director



Director/Secretary