

FREEDOM OF INFORMATION REDACTION SHEET

Shine Academies

Deed of Variation of Funding Agreement

<p>Exemptions in full</p> <p>n/a</p> <p>Partial exemptions</p> <p>Personal Information has been redacted from this document under Section 40 of the Freedom of Information (FOI) Act.</p> <p>Section 40 of the FOI Act concerns personal data within the meaning of the Data Protection Act 1998.</p>	
<p>Factors for disclosure</p>	<p>Factors for Withholding</p>
<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
<p><u>Reasons why public interest favours withholding information</u></p> <p>Whilst releasing the majority of Shine Academies Deed of Variation of 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.</p>	

SHINE ACADEMIES

DEED OF VARIATION OF FUNDING AGREEMENT

28 August 2019

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) **Shine Academies**, a charitable company incorporated in England and Wales with registered company number 09341839 whose registered address is at Northwood Park Primary School Collingwood Road, Bushbury, Wolverhampton, West Midlands, WV10 8DS (the "**Company**").

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

INTRODUCTION

- A. The Parties have entered into a master funding agreement on 31 March 2016, 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 the Northwood Park Primary School on 31 March 2016, a copy of which is contained in Schedule 2 (the "**Existing Northwood Park Primary School SFA**");
- C. The Parties have entered into a supplementary funding agreement in respect of the Lodge Farm Primary School on 31 March 2016, a copy of which is contained in Schedule 3 (the "**Existing Lodge Farm Primary School SFA**");
- D. The Parties have entered into a supplementary funding agreement in respect of the Villiers Primary School on 29 March 2018, a copy of which is contained in Schedule 4 (the "**Existing Villiers Primary School SFA**"); and
- E. With effect from the date of this Deed, the Parties have agreed to amend the terms of the Existing MFA, the Existing Northwood Park Primary School SFA, the Existing Lodge Farm Primary School SFA and the Existing Villiers Primary School 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, whilst the Amended Master Funding Agreement replaces the Existing MFA, it does not terminate or suspend the Existing MFA but further 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 Northwood Park Primary School SFA**

shall be amended and re-stated in the form of the Amended Northwood Park Primary School SFA set out in Schedule 6 (the "**Amended Northwood Park Primary School SFA**"). For the avoidance of doubt, whilst the Amended Northwood Park Primary School SFA replaces the Existing Northwood Park Primary School SFA, it does not terminate or suspend the Existing Northwood Park Primary School 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 Lodge Farm Primary School SFA** shall be amended and re-stated in the form of the Amended Lodge Farm Primary School SFA set out in Schedule 7 (the "**Amended Lodge Farm Primary School SFA**"). For the avoidance of doubt, whilst the Amended Lodge Farm Primary School SFA replaces the Existing Lodge Farm Primary School SFA, it does not terminate or suspend the Existing Lodge Farm Primary School 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 Villiers Primary School SFA** shall be amended and re-stated in the form of the Amended Villiers Primary School SFA set out in Schedule 8 (the "**Amended Villiers Primary School SFA**"). For the avoidance of doubt, whilst the Existing Villiers Primary School SFA, it does not terminate or suspend the Existing Villiers Primary School 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]
Duly authorised by the Secretary of State for Education
Date... 28 August 2019

EXECUTED as a deed by **Shine Academies** acting by:

[Redacted]
Director [Redacted]
Print name [Redacted]
Date... 18.7.19
Witnessed by [Redacted]
Signature
Full name [Redacted]
Address [Redacted]
Occupation... Chief Operating Officer.