

FREEDOM OF INFORMATION REDACTION SHEET

Manor Academy

Deed of Variation

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 Manor Academy Deed of Variation will further the public understanding of Academies. The whole of the Manor Academy Deed of Variation 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 SUPPLEMENTAL FUNDING AGREEMENT

THIS DEED is made the 19 day of July 2019.

BETWEEN

(1) **The Secretary of State for Education** ("the Secretary of State"); and

(2) **The Sovereign Trust** a charitable company limited by guarantee incorporated in England and Wales with registered number 09666511 whose registered office is at Manor Academy, Manor Avenue, Sale, Cheshire M33 5JX (the "Company"),

together the "Parties".

INTRODUCTION

- A. The Parties entered into a supplemental funding agreement dated on or about 1 September 2015 relating to the establishment, maintenance and funding of an Academy known as Manor Academy, Sale (the "**Supplemental Funding Agreement**").
- B. The Company plans to expand the scope of provision at the Academy and the Parties wish to vary and amend certain terms and conditions of the Supplemental Funding Agreement in accordance with the terms of this Deed.

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 Supplemental Funding Agreement.

2. VARIATION OF THE SUPPLEMENTAL FUNDING AGREEMENT

- 2.1 The Parties agree that with effect from 1 September 2019, the Supplemental Funding Agreement shall be amended as follows:

On page 4 "Summary", the "planned number of places" shall be amended to "175"; the age range shall be amended to "11-19"; "number of sixth form places" shall be amended to "35".

Clause 2C shall be amended to read "The planned number of places at the Academy is 175 places in the age range 11-19, including a sixth form of 35 places".

- 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

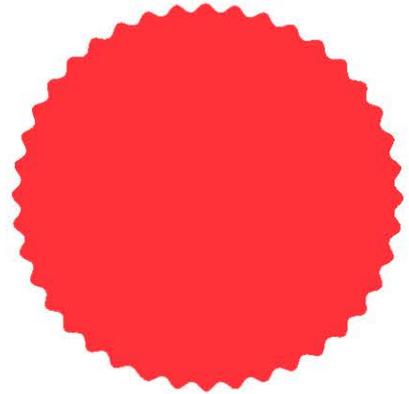
- 4.1 This Deed may be executed in any number of counterparts and by the parties to it on separate counterparts, each of which when so executed and delivered shall be an original, but all the counterparts shall together constitute one and the same instrument.

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:-)



Duly authorised by the Secretary of State for Education



EXECUTED as a deed by **The Sovereign Trust**

acting by:



Trustee Director

Trustee Director