

FREEDOM OF INFORMATION REDACTION SHEET

East Birmingham Network Trust

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">▪ to further the understanding of and increase participation in the public debate of issues concerning Free Schools.▪ 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 East Birmingham Network Trust's deed of variation will further the public understanding of Free Schools, the whole of East Birmingham Network Trust's deed of variation cannot be revealed. If the personal information redacted was to be revealed under the FOI Act, personal data would be prejudiced.	

DEED OF VARIATION TO THE SUPPLEMENTAL FUNDING AGREEMENT

THIS DEED is made the 13 day of August 2015

BETWEEN

- 1) The Secretary of State for Education (the “**Secretary of State**”); and
- 2) EBN Trust, (the “**Company**”) a charitable company incorporated in England and Wales with registered number 07665550, together, the “**Parties**”.

INTRODUCTION

- A. The Parties entered into a supplemental funding agreement dated on 19 March 2015 (the “**Funding Agreement**”) relating to the establishment, maintenance and funding of an Academy in accordance with the Funding Agreement.
- B. The Parties now wish to vary and amend certain terms and conditions of the Funding Agreement in accordance with the terms of this Deed.
- C. This Deed is supplemental to the Funding Agreement.

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 Funding Agreement.

2. VARIATION OF THE FUNDING AGREEMENT

- 2.1 The Parties agree that with effect from the date of this Deed the Funding Agreement shall be amended as follows:

In clause 4 the definition of “the Land” to be replaced with the following:

“the Land” means the land (including for the avoidance of doubt all building structures, landscaping and other erections) situated at and known as Spitfire House, High Street, Castle Vale, Birmingham B35 7PR held under title number WM946518, which land is for the purposes of identification shown edged red on the plan attached, and which land will form the permanent site of the Academy.

- 2.2 Except as varied by this Deed, the 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:-)
)
)

Mary Pooley

Duly authorised by the Secretary of State for Education



EXECUTED as a deed by EBN Trust, acting by:

.....

Director

.....

Director/Secretary

OR

EXECUTED as a deed by EBN Trust acting by:

Marie Roey

Director

In the presence of:

W Sign [redacted]
I
T Name [redacted]
N
E Address [redacted]
S
S Occupation [redacted]