

# FREEDOM OF INFORMATION REDACTION SHEET

## Berry Brow Infant and Nursery 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

- 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

#### Factors for Withholding

- To comply with obligations under the Data Protection Act

#### Reasons why public interest favours withholding information

Whilst releasing the majority of the **Berry Brow Infant and Nursery Academy Deed of Variation** 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.

## DEED OF VARIATION TO THE FUNDING AGREEMENT

THIS DEED is made the      day of 28th August                      2024

### BETWEEN

- 1) The Secretary of State for Education (the "**Secretary of State**"); and
- 2) **Impact Education Multi Academy Trust**, (the "**Company**"), a charitable company incorporated in England and Wales whose registered address is at Unit 8 Longbow Close, Bradley, Huddersfield, HD2 1GQ with registered company number 08529006

Together the "**Parties**".

### INTRODUCTION

- A. The Parties entered into a supplemental funding agreement dated on 27<sup>th</sup> June 2024 (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:
  - 2.1.1 In the Summary Sheet, in the 'Name of the Academy' row, the words 'Berry Brow Infant and Junior School' shall be removed and reinstated with 'Berry Brow Infant and Nursery Academy';
  - 2.1.2 At clause 1.C the definition of "The Academy" shall be amended by removing the words 'Junior School' and replacing with 'Nursery Academy'.
  - 2.1.3 At clause 4, the words 'the land at Berry Brow Infant and Junior School' shall be removed and reinstated with 'the land at Berry Brow Infant and Nursery 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:- )  
)  
)



[Redacted signature]

Duly authorised by the Secretary of State for Education

**EXECUTED** as a deed by Impact Education Multi Academy Trust, acting by:

[Redacted signature]  
.....  
Direct [Redacted signature]

Print name. [Redacted signature]

Date..... 27 August 2024 .....

Witnessed by . [Redacted signature]

Full name. [Redacted signature]

Address. [Redacted signature]

Occupation.... [Redacted signature]

