

## FREEDOM OF INFORMATION REDACTION SHEET

### St Thomas CofE Primary Academy

### 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

- 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 **St Thomas CofE Primary Academy's Supplemental 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.

**DEED OF VARIATION TO  
THE SUPPLEMENTAL FUNDING AGREEMENT**

THIS DEED is made the day of 28 August 2024

**BETWEEN**

- 1) **THE SECRETARY OF STATE FOR EDUCATION** ("**Secretary of State**"); and
- 2) **MANOR MULTI ACADEMY TRUST** a charitable company incorporated and registered in England and Wales with company number 09323792 whose registered office is at Ettingshall Road, Bilston, Wolverhampton, WV14 9UQ ("**Trust**"),

together, the "**Parties**".

**INTRODUCTION**

- A The Parties entered into a funding agreement dated on or about 29 August 2018 (the "**Supplemental Funding Agreement**") relating to the establishment, maintenance and funding of St Thomas' CE Primary Academy (the "**Academy**") in accordance with the Supplemental Funding Agreement.
- C The Parties now wish to further vary and amend certain terms and conditions of the Supplemental Funding Agreement in accordance with the terms of this Deed.
- D This Deed is supplemental to the Supplemental 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 Supplemental Funding Agreement.

**2. VARIATION OF THE FUNDING AGREEMENT**

- 2.1 The Parties agree that with effect from the date of this Deed the Supplemental Funding Agreement shall be amended as follows:
- 2.1.1 In the section of the Summary Sheet headed "Information about the Academy", in the box indicating "Age Range", the numerals "5-11" shall be deleted and substituted by the numerals "3-11".
- 2.1.2 In clause 2.B the numerals "5-11" shall be deleted and substituted by the numerals "3-11".
- 2.2 The Parties agree that in addition to provision for 210 statutory school age places, the Academy shall have 30 nursery places (full time equivalent).
- 2.3 Except as varied by this Deed, the Supplemental Funding Agreement shall remain in full force and effect.

**3. Governing law and jurisdiction**

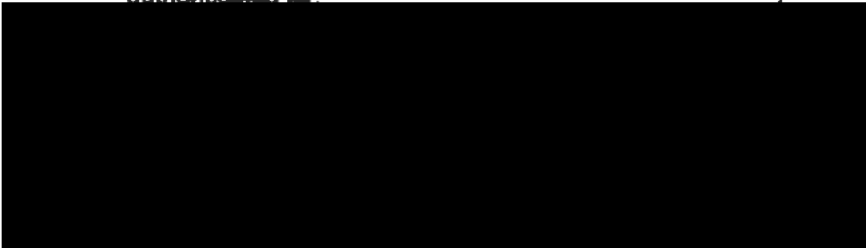
- 3.1 This Deed, and any disputes or claims arising out of or in connection with it, its subject matter or formation (including non-contractual disputes or claims), shall be governed by and construed in accordance with English law.
- 3.2 The parties irrevocably agree that the English courts have exclusive 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: )



EXECUTED as a deed by the TRUST )  
acting by one director )  
in the presence of a witness:  )

