

LINK ACADEMY TRUST

**DEED OF VARIATION OF FUNDING AGREEMENT
OF
YEOFORD COMMUNITY PRIMARY SCHOOL**

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) **LINK ACADEMY TRUST**, a charitable company incorporated in England and Wales with registered company number 10049068 whose registered address is at Landscope C of E Primary School, Landscope, Ashburton, Newton Abbott, Devon, TQ13 7LY (the "**Company**").

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

INTRODUCTION

- A. The Parties have entered into a master funding agreement on 29 March 2016, a copy of which is contained in Schedule 1, (the "**Existing MFA**");
- B. The Parties have entered into a subsequent master funding agreement (Second MFA) on *27 November*, a copy of which is contained in Schedule 2, (the "**Additional Master Funding Agreement**")

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 Additional Master Funding Agreement (as defined in clause B above).
- 2. The Secretary of State and the Company agree that with effect from the date of this Deed, the Existing MFA shall be replaced by the **Additional Master Funding Agreement** in relation to Yeoford Community Primary School. For the avoidance of doubt, the Additional Master Funding Agreement does not terminate or suspend the Existing MFA but is in addition to it.
- 3. The Secretary of State and the Company agree that with effect from the date of this Deed, the **Existing Yeoford Community Primary School SFA** shall be amended and re-stated to update to the latest model supplemental funding agreement and to amend the age range of Yeoford Community Primary School in the form of the Amended Yeoford Community Primary School SFA set out in Schedule 4 (the "**Amended Yeoford Community Primary School SFA**"). For the avoidance of doubt, the Amended Yeoford Community Primary School SFA does not terminate or suspend the Existing Yeoford Community Primary School SFA but amends and re-states it.

GOVERNING LAW AND JURISDICTION

3. 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.
4. 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

5. 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:-)
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)





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Fully authorised by the Secretary of State for Education

Date.....27/11/18.....

EXECUTED as a deed by **LINK ACADEMY TRUST** acting by:


.....
Director

Print name.....N.J. DUNFORD.....

Date.....04.11.18.....

Witnessed by 
.....

Signature
Full name.....Charles V. A. T. W. W......

Address.....7 Beech St, Plymouth PL1 2.....

Occupation.....Business Manager.....

Schedule 1

Existing Master Funding Agreement

FREEDOM OF INFORMATION REDACTION SHEET

Link Academy Trust

Master 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 the Link Academy Trust Master Funding Agreement will further the public understanding of Academies. The whole of the Link Academy Trust Master Funding Agreement cannot be revealed. If the personal information redacted was to be revealed under the FOI Act, Personal Data and Commercial interests would be prejudiced.