

# FREEDOM OF INFORMATION REDACTION SHEET

## South Westmorland Multi Academy Trust

### Master Funding Agreement

<p><b>Exemptions in full</b></p> <p>n/a</p> <p><b>Partial exemptions</b></p> <p>Personal Information has been redacted from this document under Section 40 of the Freedom of Information (FOI) Act.</p> <p>Section 40 of the FOI Act concerns personal data within the meaning of the Data Protection Act 1998.</p>	
Factors for disclosure	Factors for Withholding
<ul style="list-style-type: none"><li>▪ further to the understanding of and increase participation in the public debate of issues concerning Academies.</li><li>▪ to ensure transparency in the accountability of public funds</li></ul>	<ul style="list-style-type: none"><li>▪ To comply with obligations under the Data Protection Act</li></ul>
<p><u>Reasons why public interest favours withholding information</u></p> <p>Whilst releasing the majority of the <b>South Westmorland Multi Academy Trust Master Funding Agreement</b> 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.</p>	

**SOUTH WESTMORLAND MULTI ACADEMY TRUST**

**DEED OF VARIATION OF FUNDING AGREEMENT**

18 August 2021

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) **South Westmorland Multi Academy Trust**, a charitable company incorporated in England and Wales with registered company number 07646784 whose registered address is at Dallam School, Milnthorpe, Cumbria, LA7 7DD (the "**Company**").

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

## **INTRODUCTION**

- A. The Parties have entered into a master funding agreement on 23 September 2016 as part of a Deed of Variation, a copy of which is contained in Schedule 1, (the "**Existing MFA**").
- B. The Parties have entered into a supplementary funding agreement in respect of the Dallam School on 23 September 2016, a copy of which is contained in the Deed of Variation in Schedule 1 (the "**Existing Dallam School SFA**"); and
- C. The Parties have agreed to amend and re-state the terms of the Existing MFA and the Existing Dallam School SFA, on the terms set out in this Deed.

## **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 Amended Master Funding Agreement (as defined in clause 2 below).
- 2. The Secretary of State and the Company agree that with effect from the date of this Deed, the Existing MFA shall be amended and re-stated in the form of the Master Funding Agreement set out in Schedule 2 (the "**Amended Master Funding Agreement**"). For the avoidance of doubt, the Amended Master Funding Agreement does not terminate or suspend the Existing MFA but further amends and re-states it.
- 3. The Secretary of State and the Company agree that with effect from the date of this Deed, the **Existing Dallam School SFA** shall be amended and re-stated in the form of the Amended Dallam School SFA set out in Schedule 3 (the "**Amended Dallam School SFA**"). For the avoidance of doubt, the Amended Dallam School SFA does not terminate or suspend the Existing Dallam School SFA but further amends and re-states it.

## **GOVERNING LAW AND JURISDICTION**

- 4. 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.

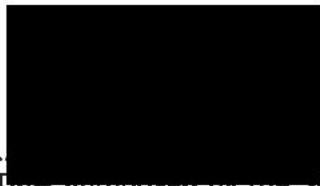
- 5. The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, this deed or its subject matter or formation (including non-contractual disputes or claims).

**COUNTERPARTS**

- 6. 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.

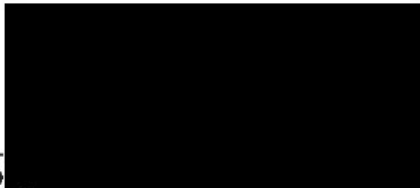
**EXECUTED** as a deed by affixing the corporate seal of the **Secretary of State for Education** authenticated by:- )  
)  
)



Duly authorised by the Secretary of State for Education

Date.....18/8/2021

**EXECUTED** as a deed by **South Westmorland Multi Academy Trust** acting by:



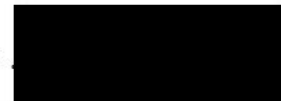
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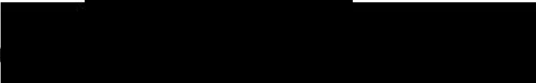


Date.....

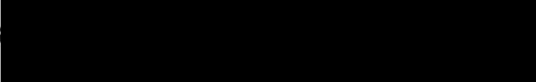
Witnessed by



Full name



Address



Occupation

