

THE SHROPSHIRE GATEWAY EDUCATIONAL TRUST

**DEED OF VARIATION OF FUNDING AGREEMENTS
2022**

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) **THE SHROPSHIRE GATEWAY EDUCATIONAL TRUST**, a charitable company incorporated in England and Wales with registered company number 09115941 whose registered address is c/o Lacon Childe School, Love Lane, Cleobury, Mortimer, Kidderminster, DY14 8PE (the "**Company**").

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

INTRODUCTION

- A. The Parties have entered into a master funding agreement on 30 September 2014, a copy of which is contained in Schedule 1, (the "**Existing MFA**").
- B. The Parties have entered into a supplemental funding agreement in respect of **The Lacon Childe School** on 30 September 2014, a copy of which is contained in Schedule 2 (the "**Existing Lacon Childe School SFA**");
- C. The Parties have entered into a supplemental funding agreement in respect of **Cleobury Mortimer Primary School** on 22 December 2014, a copy of which is contained in Schedule 3 (the "**Existing Cleobury Mortimer Primary School SFA**");
- D. The Parties have entered into a supplemental funding agreement in respect of **Clee Hill Community Academy** on 28 January 2015, a copy of which is contained in Schedule 4 (the "**Existing Clee Hill Community Academy SFA**");
- E. The Parties have entered into a supplemental funding agreement in respect of **Stottesdon CofE Primary School** on 25 August 2015 as varied by a Deed of Variation dated 30 June 2017, a copy of both documents is contained in Schedule 5 (the "**Existing Stottesdon CofE Primary School SFA**");
- F. The Parties have agreed to amend and re-state the terms of the Existing MFA, the Existing **Lacon Childe School SFA**, the **Existing Cleobury Mortimer Primary School SFA**, the **Existing Clee Hill Community Academy SFA** and the **Existing Stottesdon CofE Primary 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 6 (the "**Amended Master Funding Agreement**"). For the avoidance of doubt, the Amended Master Funding Agreement does not terminate or suspend the Existing MFA but 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 Lacon Childe School SFA** shall be amended and re-stated in the form of the Amended **Lacon Childe School SFA** set out in Schedule 7 (the "**Amended Lacon Childe School SFA**"). For the avoidance of doubt, the **Amended Lacon Childe School SFA** does not terminate or suspend the Existing **Lacon Childe School SFA** but amends and re-states it.
4. The Secretary of State and the Company agree that with effect from the date of this Deed, the Existing **Cleobury Mortimer Primary School SFA** shall be amended and re-stated in the form of the **Amended Cleobury Mortimer Primary School SFA** set out in Schedule 8 (the "**Amended Cleobury Primary School SFA**"). For the avoidance of doubt, the **Amended Cleobury Mortimer Primary School SFA** does not terminate or suspend the **Existing Cleobury Mortimer Primary School SFA** but amends and re-states it.
5. The Secretary of State and the Company agree that with effect from the date of this Deed, the **Existing Clee Hill Community Academy SFA** shall be amended and re-stated in the form of the **Amended Clee Hill Community Academy SFA** set out in Schedule 9 (the "**Amended Clee Hill Community Academy SFA**"). For the avoidance of doubt, the **Amended Clee Hill Community Academy SFA** does not terminate or suspend the **Existing Clee Hill Community Academy SFA** but amends and re-states it.
6. The Secretary of State and the Company agree that with effect from the date of this Deed, the **Existing Stottesdon CofE Primary School SFA** shall be amended and re-stated in the form of the **Amended Stottesdon CofE Primary School SFA** set out in Schedule 10 (the "**Amended Stottesdon CofE Primary School SFA**"). For the avoidance of doubt, the **Amended Stottesdon CofE Primary School SFA** does not terminate or suspend the **Existing Stottesdon CofE Primary School SFA** but further amends and re-states it.

GOVERNING LAW AND JURISDICTION

7. 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.
8. 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).

EB - The Shropshire Gateway Trust

COUNTERPARTS

9. 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:-)
)
)



J. Miller
.....
Duly authorised by the Secretary of State for Education
Date..... *19th December 2022*

EXECUTED as a deed by **THE SHROPSHIRE GATEWAY EDUCATIONAL TRUST** acting by:

DocuSigned by:
Leonora Castledine
.....
5823A7BDC4EA418.....

Director
Leonora Castledine
Print name.....
12 December 2022
Date.....

DocuSigned by:
Katie Jones
.....
42D8335897FA435.....

Director/Secretary
Katie Jones
Print name.....
12 December 2022
Date.....

Schedule 1

Existing MFA

FREEDOM OF INFORMATION REDACTION SHEET

The Shropshire Gateway Educational 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	Factors for Withholding
<ul style="list-style-type: none"> ▪ 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 	<ul style="list-style-type: none"> ▪ To comply with obligations under the Data Protection Act

Reasons why public interest favours withholding information

Whilst releasing the majority of the **The Shropshire Gateway Educational Trust Master Funding Agreement** will further the public understanding of Academies. The whole of the **The Shropshire Gateway Educational 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.