

FREEDOM OF INFORMATION REDACTION SHEET

Core Education Trust

Supplemental Funding Agreement

<p>Exemptions in full</p> <p>n/a</p> <p>Partial exemptions</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">▪ 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
<p><u>Reasons why public interest favours withholding information</u></p> <p>Whilst releasing the majority of Core Education Trust'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.</p>	

DEED OF VARIATION TO THE FUNDING AGREEMENT

THIS DEED is made the day of 23 October 2024

BETWEEN

- 1) The Secretary of State for Education (the "**Secretary of State**"); and
 - 2) Core Education Trust, (the "**Company**") a charitable company incorporated in England and Wales with registered number 07949154,
- together, the "**Parties**".

INTRODUCTION

- A. The Parties entered into a funding agreement dated on or about 25 August 2020 (the "**Funding Agreement**") relating to the establishment, maintenance and funding of City 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:
 - a. Summary Sheet (page 4) of the Funding Agreement under the section titled 'Address and title number of Land' shall be deleted and replaced by:

*Langley Point, 23 Langley Walk, Birmingham, B15 2EF
(Leasehold Title Number MM103516); and*

*Colston Centre, Bath Row, Lee Bank, Birmingham, B15 1LZ
(Freehold Title Number WM410297)*
 - b. The words "*the planned capacity of the Academy is 1000 in the age range 11-16*" shall be deleted in Clause 2.B of the Funding Agreement and replaced with "*the planned capacity of the Academy is 750 in the age range 11-16*".
 - c. Clause 4 of the Funding Agreement shall be amended as follows:

- i) The definition of Land in clause 4 shall be deleted and replaced by:

"Land" means the land at Langley Point, 23 Langley Walk, Birmingham, B15 2EF registered with leasehold title number MM103516, and Colston Centre, Bath Row, Lee Bank, Birmingham, B15 1LZ registered with freehold title number WM410297 and demised by, or to be demised by, the Lease.

- ii) The definition of Lease in clause 4 shall be deleted and replaced by:

"Lease" means the lease(s), any subsequent variations to the lease(s) or other occupational agreement(s) between the Academy Trust and the Secretary of State for Levelling Up, Housing and Communities (the **"Landlord"**) under which the Academy Trust derives title to, or will derive title to, the Land.

- iii) The definition of Property Notice in clause 4 shall be deleted and replaced by:

"Property Notice" means any order, notice, proposal, demand or other requirement issued by any competent authority (including the Landlord unless the Landlord is the Secretary of State for Levelling Up, Housing and Communities) which materially affects the Academy Trust's ability to use the Land for the purposes of the Academy.

- d. References to '*Restriction*' and '*restriction*' in clause 4.A shall be deleted and replaced with '*Restrictions*' and '*restrictions*'.

- e. The words '*with such other Academy*' shall be deleted from clause 4.H of the Funding Agreement and replaced with '*with such other academy*'.

2.3 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.

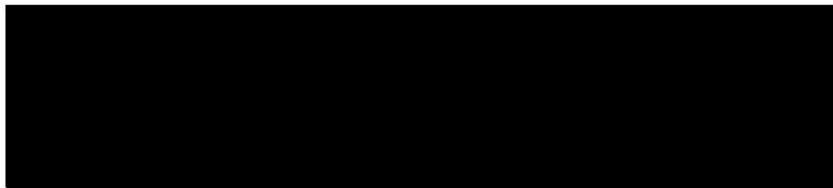
EXECUTED as a deed by affixing the corporate seal of the **Secretary of State for Education** authenticated by:-)
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Duly authorised by the Secretary of State for Education



EXECUTED as a deed by CORE Education Trust, acting by:



Director

Director/Secretary

OR

EXECUTED as a deed by CORE Education Trust, acting by:

.....

Director

In the presence of:

W Sign
I
T Name
N
E Address
S
S Occupation