

FREEDOM OF INFORMATION REDACTION SHEET

Maltby Lilly Hall Academy Deed of Variation of 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 Maltby Lilly Hall Academy **Deed of Variation of 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 27th day of August 2025

BETWEEN

- 1) **THE SECRETARY OF STATE FOR EDUCATION** ("**Secretary of State**"); and
- 2) **MALTBY LEARNING TRUST** incorporated and registered in England and Wales with company number 07033915 whose registered office is at Maltby Grammar Business Hub, Braithwell Road, Maltby, Rotherham, South Yorkshire, England, S66 8AA ("**Trust**"),

together, the "**Parties**".

INTRODUCTION

- A The Parties entered into a funding agreement dated on or about 26 February 2015 (the "**Supplemental Funding Agreement**") relating to the establishment, maintenance and funding of Maltby Lilly Hall 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 words "3 to 11" shall be deleted and substituted by the words "2 to 11".
- 2.1.2 In the aforesaid Summary Sheet, in the box indicating "Capacity number", below the numerals "472" shall be deleted and replaced with the words "512 including 472 statutory school age places and 40 part-time nursery places".
- 2.1.3 In Clause 2.B, the words "472 in the age range 3 to 11" shall be deleted and substituted by the words "512 in the age range 2 to 11, including the provision of 40 part-time nursery places".
- 2.1.4 After Clause 2.E, the following clause shall be inserted:
"2.E.1 Clause 2.16 of the Master Agreement does not prevent the Academy Trust charging fees for nursery provisions outside the Funded Hours."
- 2.1.5 After Clause 3.H, the following clause shall be inserted:
"3.H1 For the avoidance of doubt, the pupil number count for the purposes of determining GAG excludes nursery provision pupils. Clauses 3.A-3.H must be read

with this exclusion in mind."

2.2 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:-)
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Duly authorised by the Secretary of State for Education



EXECUTED as a deed by the **TRUST**)
acting by one director)
in the)

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