

## FREEDOM OF INFORMATION REDACTION SHEET

### Perry Beeches III The Free School

### Deed of Termination and Release of Supplemental Funding Agreement

<b>Exemptions in full</b>  n/a	
<b>Partial exemptions</b>  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"><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>
<u>Reasons why public interest favours withholding information</u>  Whilst releasing the majority of the <b>Perry Beeches III The Free School Deed of Termination and Release of Supplemental Funding Agreement</b> will further the public understanding of Academies. The whole of the <b>Perry Beeches III The Free School Deed of Termination and Release of Supplemental Funding Agreement</b> cannot be revealed. If the personal information redacted was to be revealed under the FOI Act, Personal Data and Commercial interests would be prejudiced.	

## DEED OF TERMINATION OF FUNDING AGREEMENT

THIS DEED is dated the 25 day of FEBRUARY 2018

### PARTIES

- (1) THE SECRETARY OF STATE FOR EDUCATION (the "Secretary of State");  
and
- (2) PERRY BEECHES THE ACADEMY TRUST, a charitable company incorporated in England and Wales with registered company number 07749786, whose registered office is at Perry Beeches - The Academy, Beeches Road, Birmingham, West Midlands, B42 2PY ("the Company")

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

### BACKGROUND

- (A) The Parties entered into a supplemental funding agreement related to Perry Beeches III The Free School dated 23 August 2013 (the "**Funding Agreement**").
- (B) The Parties agree to terminate the Funding Agreement with effect from 1 March 2018 (the "**Termination Date**") on the terms set out in this deed of termination (the "**deed**").

### AGREED TERMS

#### 1. DEFINITIONS

In this deed, unless the context otherwise requires, expressions defined in the Funding Agreement and used in this deed shall have the meaning set out in the Funding Agreement. The rules of interpretation set out in the Funding Agreement apply to this deed.

#### 2. TERMINATION OF THE FUNDING AGREEMENT

- 2.1 The Funding Agreement is terminated with effect from the Termination Date.

2.2 All provisions of the Funding Agreement, including any which are expressly stated in the Funding Agreement as surviving its termination, or which might otherwise have done so by implication, are terminated.

**3. RELEASE AND WAIVER**

Termination of the Funding Agreement shall not affect or prejudice any claim or demand that either party may have against the other under or in connection with the Funding Agreement arising before the Termination Date.

**4. COUNTERPARTS**

This deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one deed.

**5. GOVERNING LAW**

This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

**6. JURISDICTION**

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).

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Executed on behalf of the Company by:

.....  
**Director**

In the presence of:

.....

**Witness**

Witness Name: .....

Occupation: SOLICITOR

Address: Irwin Mitchell LLP  
Riverside East  
2 Millsands  
Sheffield  
S3 8DT

The Corporate Seal of the Secretary of State for Education, hereunto affixed is authenticated by:



.....

**Duly Authorised**