

FREEDOM OF INFORMATION REDACTION SHEET

Patrington CofE Primary Academy

Deed of Termination of Church Supplemental 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 the Patrington CofE Primary Academy's Deed of Termination of Church Supplemental Agreement will further the public understanding of Academies, the whole of the Deed of Termination of Church Supplemental 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.</p>	

**DEED OF TERMINATION OF CHURCH SUPPLEMENTAL AGREEMENT
RELATING TO
PATRINGTON CHURCH OF ENGLAND PRIMARY ACADEMY ("ACADEMY")**

THIS DEED is dated the 29th day of September 2017

PARTIES

- (1) **THE SECRETARY OF STATE FOR EDUCATION** (the "**Secretary of State**");
and
- (2) **WILLIAM TEMPLE MULTI ACADEMY TRUST**, a company limited by guarantee incorporated in England and Wales with registered company number 08813173, whose registered office is at York Diocesan Board Of Education, Amy Johnson Way, York, England, YO30 4XT (the "**Company**");
and
- (3) **YORK DIOCESAN BOARD OF FINANCE LIMITED**, a company limited by guarantee incorporated in England and Wales with registered company number 00225234, whose registered office is at Diocese of York, Amy Johnson Way, York, YO30 4XT (the "**Board**")
- (4) **THE DIOCESE OF YORK EDUCATIONAL TRUST**, a company limited by guarantee incorporated in England and Wales with registered company number 07943724, whose registered office is at Diocesan House, Aviator Court, York YO30 4WJ (the "**Trust**")

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

BACKGROUND

- (A) The Parties entered into an agreement dated 28 March 2014 (the "**Church Supplemental Agreement**") relating to the Academy.
- (B) The Company is to be dissolved and the Academy will begin to operate as an academy of the Ebor Academy Trust from 1 ~~September~~ October 2017.

- (C) The Parties agree to terminate the Church Supplemental Agreement with effect from the date hereof (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 Church Supplemental Agreement and used in this deed shall have the meaning set out in the Church Supplemental Agreement. The rules of interpretation set out in the Church Supplemental Agreement apply to this deed.

2. TERMINATION OF THE CHURCH SUPPLEMENTAL AGREEMENT

- 2.1 The Church Supplemental Agreement is terminated with effect from the Termination Date.
- 2.2 All provisions of the Church Supplemental Agreement, including any which are expressly stated in the Church Supplemental Agreement as surviving its termination, or which might otherwise have done so by implication, are terminated.

3. RELEASE AND WAIVER

Termination of the Church Supplemental Agreement shall not affect or prejudice any claim or demand that either party may have against the other under or in connection with the Church Supplemental 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)


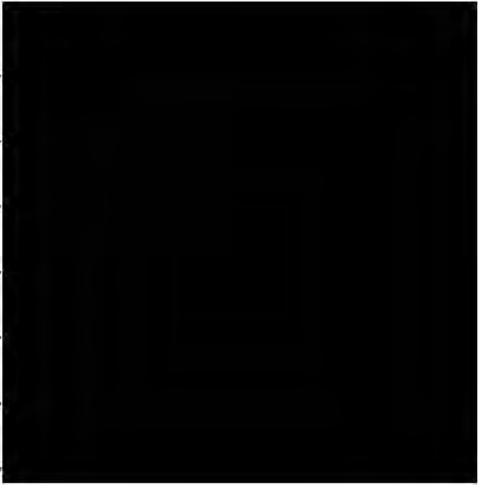
shall be governed by and construed in accordance with the law of England and Wales.

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:

<p>SIGNED by _____ (Director name) Duly authorised on behalf of the William Temple Multi Academy Trust In the presence of a witness Witness signature: Witness name: Witness address: Witness occupation:</p>	<p>.......... (Director sign) </p>
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The Corporate Seal of the **Secretary of State for Education**, hereunto affixed is authenticated by:



Duly Authorised

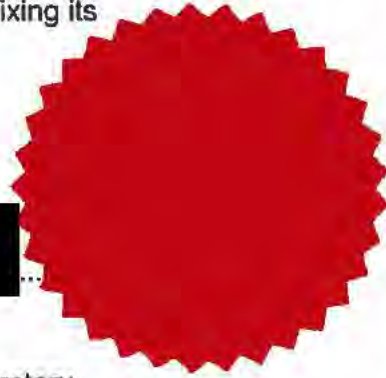
Executed on behalf of **York Diocesan Board of Finance Limited** by affixing its
Common Seal in the presence of:



Director



Director/ Secretary



Executed on behalf of **The Diocese of York Educational Trust** acting by:



Director



Director/ Secretary