

## FREEDOM OF INFORMATION REDACTION SHEET

### Deed of Termination of Supplemental Funding Agreements for Woodfield Junior School and Woodfield Infant School

<p><b>Exemptions in full</b></p> <p>n/a</p> <p><b>Partial exemptions</b></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>	
<p>Factors for disclosure</p>	<p>Factors for Withholding</p>
<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>
<p><u>Reasons why public interest favours withholding information</u></p> <p>Whilst releasing the majority of <b>Deed of Termination of Supplemental Funding Agreements for Woodfield Junior School and Woodfield Infant School</b> 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 TERMINATION OF SUPPLEMENTAL FUNDING AGREEMENT

THIS DEED is dated the 28 day of August 2019

### PARTIES

- (1) THE SECRETARY OF STATE FOR EDUCATION (the "Secretary of State");  
and
- (2) ST BARTHOLOMEW'S CE MULTI ACADEMY TRUST, a charitable company incorporated in England and Wales with registered company number 10312858, whose registered office is at St Bartholomew's CE Primary School Sedgley Road, Penn, Wolverhampton, WV4 5LG (the "Company")

together referred to as "the Parties".

### BACKGROUND

- (A) The Parties entered into a supplemental funding agreement in relation to Woodfield Junior School dated 16 August 2017 and a supplemental funding agreement in relation to Woodfield Infant School dated 15 August 2017 (the "Supplemental Funding Agreements"); and
- (B) The Parties agree to terminate the Supplemental Funding Agreements with effect from 1 September 2019 (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 Supplemental Funding Agreements and used in this deed shall have the meaning set out in the Supplemental Funding Agreements. The rules of interpretation set out in the Supplemental Funding Agreements apply to this deed.

## **2. TERMINATION OF THE SUPPLEMENTAL FUNDING AGREEMENT**

2.1 The Supplemental Funding Agreements are terminated with effect from the Termination Date.

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

## **3. RELEASE AND WAIVER**

Termination of the Supplemental Funding Agreements shall not affect or prejudice any claim or demand that either party may have against the other under or in connection with the Supplemental Funding Agreements 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:

[Redacted Signature]

**Director**

In the presence of:

[Redacted Signature] .....

**Witness**

Witness Name:

[Redacted Name]

Occupation:

[Redacted Occupation]

Address:

[Redacted Address]

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



[Redacted Signature]

**Duly Authorised**