

FREEDOM OF INFORMATION REDACTION SHEET

Exemptions in full

n/a

Partial exemptions

St Botolph's, Wakefield

Deed of Termination and Release

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 St Botolph's, Wakefield Deed of Termination and Release will further the public understanding of Academies. The whole of the **St Botolph's Academy**, Wakefield Deed of Termination and Release cannot be revealed. If the personal information redacted was to be revealed under the FOI Act, Personal Data and Commercial interests would be prejudiced.

PRIVATE & CONFIDENTIAL

**lupton
fawcett** LLP
putting you ahead

Dated *23rd February* 2018

DEED OF TERMINATION AND RELEASE

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Sheffield
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DEED OF TERMINATION AND RELEASE dated 27 February 2018

BETWEEN:

- (1) **THE SECRETARY OF STATE FOR EDUCATION ("the Secretary of State");**
- (2) **THE LEEDS DIOCESAN BOARD OF FINANCE** a charitable company limited by guarantee (company registration number 8823593) (charity number 155876) ("**the Board**");
- (3) **THE LEEDS DIOCESAN BOARD OF EDUCATION** established pursuant to the Diocesan Boards of Education Measure 1991 ("**the Diocesan Authority**"); and
- (4) **KNOTTINGLEY ST BOTOLPH'S CofE ACADEMY TRUST** a company limited by guarantee registered at Companies House with company number 8291492 ("**the Company**").

BACKGROUND

The Board is successor to the Wakefield Diocesan Board of Finance a company limited by guarantee (company registration number 0024511) which was dissolved on 24 November 2015 and the Diocesan Authority is successor to the Wakefield Diocesan Board of Education established pursuant to the Diocesan Boards of Education Measure 1991 as referred to in the Agreement.

AGREED TERMS

1. Definitions and interpretation

In this deed:

"Agreement"

means an agreement entered into between (1) the Secretary of State for Education, (2) the Company and (3) the Wakefield Diocesan Board of Education dated 30 November 2012 referred to as a Church Supplemental Agreement relating to Knottingley St Botolph's CofE Academy Trust.

"Deed of Novation and Variation" means a deed to be made on or around the date of this deed between (1) the Secretary of State, (2) Enhance Academy Trust and (3) the Company relating to academy funding arrangements in respect of Knottingley St Botolph's CofE Academy Trust;

"Termination Date" means 00:00:59 (hours:minutes:seconds) on 01 March 2018.

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

2. Termination of the Agreement

The Parties agree that subject to the Deed of Novation and Variation being completed with effect from 00:01 (hours:minutes) on 01 March 2018 the Agreement is terminated with effect from and including the Termination Date.

3. Release and waiver

Each party releases and discharges the others from all claims or demands under or in connection with the Agreement, whether arising before on or after the Termination Date, in each case whether known or unknown to the other party or parties.

4. Governing law and jurisdiction

This deed and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this deed or its subject matter or formation.

This Agreement was executed as a Deed on

23/02/2018 DA

3 27 February 2018

EXECUTED by KNOTTINGLEY ST BOTOLPH'S)
CofE ACADEMY TRUST



Director

acting by)

in the presence of:)

W Signature:

I Name:

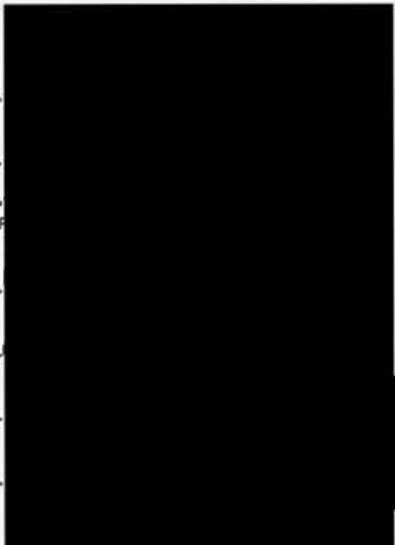
T Address:

N

E

S

S Occupation:



EXECUTED by THE LEEDS DIOCESAN BOARD)
OF FINANCE

affixing its Common Seal)

in the presence of: Secretary)



**EXECUTED by THE LEEDS DIOCESAN BOARD)
OF EDUCATION**

affixing the Common Seal of the Board of Finance)

in the presence of: Secretary)



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**EXECUTED by THE SECRETARY OF STATE FOR)
EDUCATION**

The Corporate Seal thereof is hereunto affixed)

Duly authorised)





