FREEDOM OF INFORMATION REDACTION SHEET

Exemptions in full

n/a

Partial exemptions

Manston St James Primary Academy

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	Factors for Withholding
▪ 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	▪ To comply with obligations under the Data Protection Act

<u>Reasons why public interest favours withholding information</u>

Whilst releasing the majority of Manston St James Primary Academy Deed of Termination and Release will further the public understanding of Academies. The whole of the Manston St James Primary Academy 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.

DEED OF TERMINATION AND RELEASE

BETWEEN THE FOLLOWING PARTIES:

(1) the Secretary of State for Education (**"the Secretary of State"**); and

(2) the Incumbent and Churchwardens of the Benefice of Manston in the County of West Yorkshire in the Diocese of Leeds who are currently [redacted] (**"the Trustees"**)

(3) The Leeds Diocesan Board of Finance a charitable company limited by guarantee (company registration number 8823593) (charity number 1155876) (**"the Board"**)

(4) The Leeds Diocesan Board of Education, established pursuant to the Diocesan Boards of Education Measure 1991 (**"the Diocesan Authority"**)

(5) LEAF Academy Trust a company limited by guarantee registered at Companies House with company number 5037949 (**"the Company"**)

BACKGROUND

(A) The Trustees who are party to this deed are successors to the Trustees who were party to the Agreement. The Board and the Diocesan Authority who are party to this deed are successors to the Trustees and the Diocesan Authority who were party to the Agreement.

AGREED TERMS

1. Definitions and interpretation

In this deed:

"Agreement" means an agreement entered into between the parties dated 01 October 2012 referred to as a Church Supplemental Agreement relating to the Manston St James Primary Academy;

"Deed of Novation and Variation" means a Deed to be made on or around the date of this deed between the Secretary of State, Abbey Multi Academy Trust and the Company relating to academy funding arrangements in respect of Manston St James Primary Academy;

"Termination Date" means 00:00:59 (hours:minutes:seconds) on 01 May 2017;

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

2.1 The Parties agree that subject to the Deed of Novation and Variation being completed with effect from 00:01 (hours:minutes) on 01 May 2017 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 2017

Executed on behalf of the Company by:

.....

Director

In the presence of:

Witness.....

Address.....

.....

Occupation.....

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 28 April 2017

Executed on behalf of the Company by:

[redacted]

Director

In the presence of:

Witness [redacted]

Address [redacted]

Occupation [redacted]

Executed on behalf of the Trustees by [redacted] 2 of their number under an authority conferred pursuant to section 333 of the Charities Act 2011

..[redacted]

Trustee

.....[redacted]

Trustee

Executed on behalf of Board by

affixing its Common Seal in the presence of:

[redacted]

.....

Director

Executed on behalf of Diocesan Authority by

affixing the Common Seal of the Leeds Diocesan Board of Finance in the presence of:

[redacted]

.....

Director

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

[redacted]

Duly Authorised

Executed on behalf of the Trustees by [redacted] 2 of their number under an authority conferred pursuant to section 333 of the Charities Act 2011

.....

Trustee

.....

Trustee