

FREEDOM OF INFORMATION REDACTION SHEET

Woodland Middle School Academy

Deed of Confirmation to current Funding Agreement

Exemptions in full

n/a

Partial exemptions

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 the **Woodland Middle School Academy Deed of Confirmation to current Funding Agreement** will further the public understanding of Academies. The whole of the **Woodland Middle School Academy Deed of Confirmation to current Funding 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.

**DEED OF CONFIRMATION OF ARRANGEMENTS RELATING TO THE ESTABLISHMENT,
MAINTENANCE AND FUNDING IN RESPECT OF WOODLAND MIDDLE SCHOOL ACADEMY**

30/9/ 2015

The Parties to this Deed are:

- (1) **The Secretary of State for Education** of Sanctuary Buildings, Great Smith Street, London SW1P 3BT (the “**Secretary of State**”); and
- (2) **Woodland Middle School Academy**, a charitable company incorporated in England and Wales with registered company number 07566455, whose registered office is at Malham Close, Flitwick, Bedfordshire MK45 1NP (the “**company**”)

together referred to as the “**Parties**”

INTRODUCTION

- A. The Parties entered into a funding agreement on or about 31 March 2011 (the “**Funding Agreement**”) relating to the establishment, maintenance and funding of the Woodland Middle School Academy (the “**Academy**”) in accordance with that agreement.
- B. The Funding Agreement was undated upon execution by the Parties.
- C. The Parties therefore have agreed to confirm the arrangements relating to the establishment, maintenance and funding in respect of the Academy, pursuant to the Funding Agreement in accordance with the terms of this Deed.

LEGAL AGREEMENT

Confirmation

1. The Parties acknowledge and agree that the Funding Agreement scheduled to this Deed represents the contractual agreement between the Parties, in full legal force and effect, and agree that the Funding Agreement is deemed to have been delivered as a deed on 31 March 2011.

Counterparts

2. This Deed may be executed in any number of counterparts and by the Parties to it on separate counterparts, each of which when so executed and delivered shall be an original, but all the counterparts shall together constitute one and the same instrument.

Governing Law

3. This Deed, and any dispute or claim arising out of or in connection with it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by and interpreted in accordance with the law of England and Wales.
4. 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).

Exclusion of Third Party Rights

5. A person who is not a party to this Deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce, or enjoy the benefit of, any term of this Deed. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act

IN WITNESS whereof this Deed has been executed by the parties hereto and is intended to be and is hereby delivered on the last date listed below.

EXECUTED as a deed on behalf of **Woodland Middle School Academy**

.....
[Redacted Signature]

In the presence of [Redacted]
Witness [Redacted]
Address [Redacted]
Occupation [Redacted]

EXECUTED as a deed by affixing the corporate seal of the **Secretary of State for Education** authenticated by:-

[Redacted Signature]

Duly authorised by the Secretary of State for Education
Date 29/9/2015



SCHEDULE 1

[PDF of executed Funding Agreement to be inserted]

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29/9/ 2015

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[Redacted Signature]

In the presence of:

[Redacted Name]

Witness [Redacted Name]

Address [Redacted Address]

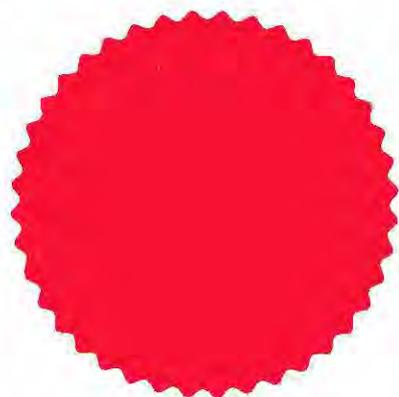
Occupation *Business Manager*.....

EXECUTED as a deed by affixing the corporate seal of the **Secretary of State for Education** authenticated by:-)
)
)

.....
[Redacted Signature]

Duly authorised by the Secretary of State for Education

Date..... *29/2/2015*.....



SCHEDULE 1

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29/9/ 2015

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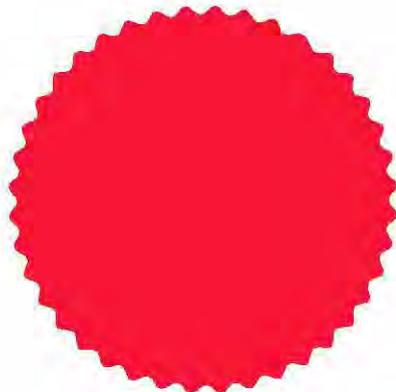
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EXECUTED as a deed on behalf of Woodland Middle School Academy

.....
In the pres
Witness.....
Address.....
Occupation..Business Manager.

EXECUTED as a deed by affixing the corporate seal of the Secretary of State for Education authenticated by:-)
)
)

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Duly authorised by the Secretary of State for Education
Date..... 29/9/2015



SCHEDULE 1

[PDF of executed Funding Agreement to be inserted]