

FREEDOM OF INFORMATION REDACTION SHEET

East Ravendale Church of England Primary School Academy Deed of Termination of Church Supplemental 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 **East Ravendale Church of England Primary School Academy Deed of Termination of Church Supplemental Agreement**

will further the public understanding of Academies. The whole of the **East Ravendale Church of England Primary School Academy 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.

**DEED OF TERMINATION OF CHURCH SUPPLEMENTAL AGREEMENT
RELATING TO
EAST RAVENDALE CHURCH OF ENGLAND PRIMARY SCHOOL ACADEMY
("ACADEMY")**

THIS DEED is dated the 29 day of August 2018

PARTIES

- (1) **THE SECRETARY OF STATE FOR EDUCATION** (the "Secretary of State");
and
- (2) **THE TRUSTEES OF EAST RAVENDALE SCHOOL IN THE PARISH OF EAST RAVENDALE** c/o Church House, The Old Palace, Lincoln, LN2 1PO (the "Trustees")
- (3) **EAST RAVENDALE CHURCH OF ENGLAND PRIMARY SCHOOL ACADEMY**, a company limited by guarantee incorporated in England and Wales with registered company number 07809637, whose registered office is at East Ravendale Church of England Primary School, School Lane, East Ravendale, North East Lincolnshire, DN37 0RX (the "Company");
and
- (4) **LINCOLN DIOCESAN TRUST AND BOARD OF FINANCE LIMITED**, a company limited by guarantee incorporated in England and Wales with registered company number 00097256, whose registered office is at Edward King House, Minster Yard, Lincoln, Lincolnshire, LN2 1PU (the "Board")

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

BACKGROUND

- (A) The Parties entered into an original Church Supplemental Agreement on 3 January 2012 relating to the Academy ("**the Original CSA**").
- (B) The Company, being a single academy trust, is to be dissolved and the school is to be transferred to the Lincoln Anglican Academy Trust (the "**LAAT**") on 1 September 2018.

- (C) The Parties agree to terminate the Original CSA with effect from the date hereof (the "**Termination Date**") on the terms set out in this deed of termination (the "**deed**"). From the termination date, a new Church Supplemental Agreement is to be entered into with the LAAT.

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 ORIGINAL CSA

2.1 The Original CSA is terminated with effect from the Termination Date.

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

3. RELEASE AND WAIVER

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

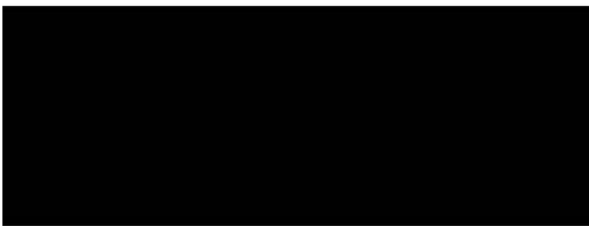
<p>SIGNED by [REDACTED] _____ (Director name)</p> <p>Duly authorised on behalf of the EAST RAVENDALE CHURCH OF ENGLAND PRIMARY SCHOOL ACADEMY</p> <p>In the presence of a witness</p> <p>Witness signature: [REDACTED]</p> <p>Witness name: [REDACTED]</p> <p>Witness address: [REDACTED]</p> <p>Witness occupation: <i>BUSINESS MANAGER</i></p>	<p>[REDACTED]</p> <p>(Director sign)</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>
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The Corporate Seal of the **Secretary of State for Education**, hereunto affixed is authenticated by:

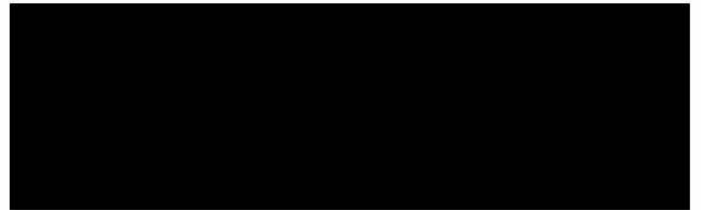


Duly Authorised

Executed on behalf of **LINCOLN DIOCESAN TRUST AND BOARD OF FINANCE LIMITED** by affixing its Common Seal in the presence of



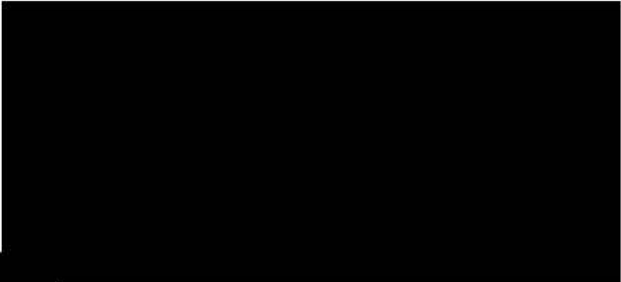
Director



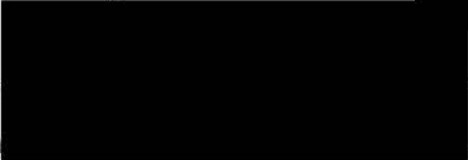
Director/ Secretary



SIGNED as a **DEED** for and on behalf of the
**TRUSTEES OF THE EAST RAVENDALE
SCHOOL IN THE PARISH OF RAVENDALE**
acting by two of their number under an
authority conferred pursuant to section
333 of the Charities Act 2011
in the presence of:



Witness's signature:



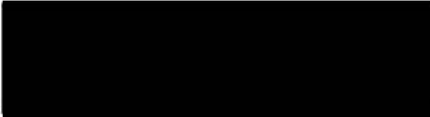
Witness's name:

Address:



Occupation:

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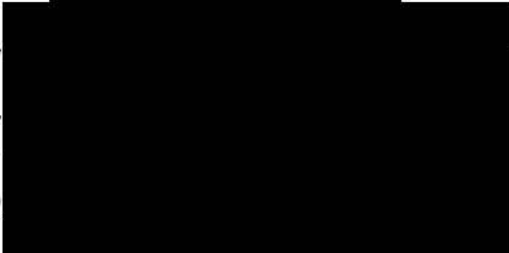


Witness's signature:



Witness's name:

Address:



Occupation: