

FREEDOM OF INFORMATION REDACTION SHEET

St Barnabas C of E Primary Academy

Deed of Termination of Church Supplemental Agreement

<p>Exemptions in full</p> <p>n/a</p> <p>Partial exemptions</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>	
Factors for disclosure	Factors for Withholding
<ul style="list-style-type: none">▪ 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	<ul style="list-style-type: none">▪ To comply with obligations under the Data Protection Act
<p><u>Reasons why public interest favours withholding information</u></p> <p>Whilst releasing the majority of the St Barnabas C of E Primary Academy's Deed of Termination of Church Supplemental Agreement will further the public understanding of Academies. The whole of the St Barnabas C of E Primary Academy's 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.</p>	

DEED OF TERMINATION OF CHURCH SUPPLEMENTAL AGREEMENT

THIS DEED is dated the 31st day of January 2019
2018

PARTIES

- (1) **THE SECRETARY OF STATE FOR EDUCATION** (the "Secretary of State");
and
- (2) **ST BARNABAS C OF E PRIMARY ACADEMY TRUST**, a charitable company incorporated in England and Wales with registered company number 07982966, whose registered office is at Parkhouse Street, Openshaw, Manchester M11 2JX (the "Company"); and
- (3) **MANCHESTER DIOCESAN BOARD OF EDUCATION**, a charitable company limited by guarantee incorporated in England and Wales with registered company number 618201, whose registered office is Church House, 90 Deansgate, Manchester M3 2GH (as both the "Diocesan Authority" and the "Trustees")

together referred to as "the Parties".

BACKGROUND

- (A) The Parties entered into an Church Supplemental Agreement in relation to St Barnabas C of E Primary Academy dated 21 March 2012 (the "Church Supplemental Agreement").
- (B) The Parties agree to terminate the Church Supplemental Agreement with effect from 1 January 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 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 CHURCH SUPPLEMENTAL AGREEMENT

2.1 The Church Supplemental Agreement will be terminated with effect from the Termination Date.

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

3. RELEASE AND WAIVER

3.1 Termination of the Church Supplemental Agreement shall not affect or prejudice any claim or demand that either party may have against the other under or in connection with the Church Supplemental Agreement arising before the Termination Date.

3.2 Simultaneously with the termination of the Church Supplemental Agreement and on condition that the Secretary of State and Diocese enters into a new Church Supplemental Agreement with St Simon and St Jude Multi Academy Trust (the "New Provider").

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).

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 on behalf of the Company by:

X Y
Director

In the presence of:

.....

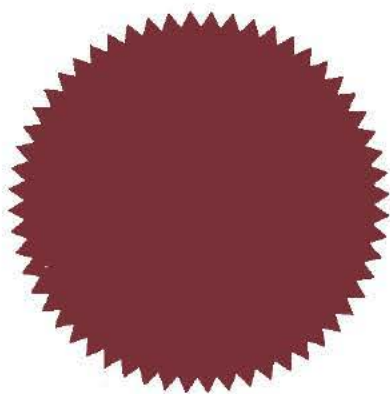
Witness

Witness Name: [Redacted]

Occupation: [Redacted]

Address: [Redacted]

Executed on behalf of Manchester Diocesan Board of Education by affixing its Common Seal in the presence of:



[Redacted]
Director
[Redacted]
Director /Secretary

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



Duly Authorised

