

DEED OF TERMINATION

The parties to this Deed are:

1. The Secretary of State for Education ("**the Secretary of State**"); and
2. Whitemoor Academy, a company limited by guarantee registered in England and Wales (company number 8241055) whose registered office is at Whitemoor, St Austell, Cornwall, PL26 7XQ ("**the Academy Trust**")

INTRODUCTION

- A. The Secretary of State and the Academy Trust entered into a funding agreement dated 1st November 2012 ("**the Funding Agreement**") relating to the establishment, maintenance and funding of an independent school known as Whitemoor Academy.
- B. On 1st February 2013, The Cornwall Academy Trust (company number 07387540) ("**TCAT**") incorporated as a Multi Academy Trust.
- C. The Secretary of State and the Academy Trust have agreed to terminate the Funding Agreement with effect from midnight on 30th April 2013. TCAT and the Secretary of State have agreed to enter a Deed of Variation to their Master Funding Agreement dated 1st February 2013 and, a Supplemental Funding Agreement in respect of Whitemoor Academy to come into effect on 1st May 2013.
- D. TCAT will, from 1st May 2013, operate Whitemoor Academy.

OPERATIVE PROVISIONS

1. TERMINATION OF THE FUNDING AGREEMENT

- 1.1 With effect from midnight on 30th April 2013, each of the parties to this Deed agree and acknowledge that the Funding Agreement shall cease to be of any further force or effect.
- 1.2 This agreement is subject to the Secretary of State and TCAT entering into the Supplemental Funding Agreement in respect of Whitemoor Academy to come into effect on 1st May 2013. If this condition is not satisfied, this agreement shall cease to have effect immediately after that date.

2. COUNTERPARTS

This deed may be executed in any number of counterparts and by the parties to it on separate counterparts, each of which when executed and delivered will be an original, but all the counterparts will together constitute one and the same agreement.

3. GOVERNING LAW

- 3.1 This deed and any disputes or claims arising out of or in connection with it will be governed by and construed in accordance with English law.

3.2 The courts of England and Wales will have exclusive jurisdiction to settle any dispute which arises out of or in connection with this deed (including in relation to any non-contractual obligations). The parties agree to submit to that jurisdiction.

4. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

The parties to this deed do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

THIS AGREEMENT is executed as a deed and delivered on the date stated at the beginning of this deed.

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

Coxy
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Authorised by the Secretary of State for Education

Executed on behalf of **Whitemoor Academy** by:

Director *Andy Sarge*

In the presence of:

Witness Signature

Witness Name

Address

Occupation

