

FREEDOM OF INFORMATION REDACTION SHEET

Kings Langley School

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 **Kings Langley Deed of Confirmation to current Funding Agreement** will further the public understanding of Academies. The whole of the **Kings Langley 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 KINGS LANGLEY SCHOOL**

25/4/2015

This DEED is dated

25/9/ 2015, and is made between:

- (1) The Secretary of State for Education of Sanctuary Buildings, Great Smith Street, London SW1P 3BT (the "Secretary of State"); and
- (2) Kings Langley School, a charitable company incorporated in England and Wales with registered company number 08271760, whose registered office is at Love Lane, Kings Langley, Hertfordshire WD4 9HN (the "Company"),

together referred to as the "Parties".

INTRODUCTION

- A. The Parties entered into a funding agreement in or around November 2012 (the "Funding Agreement") relating to the establishment, maintenance and funding of the Academy in accordance with that agreement.
- B. To the best of the Parties' knowledge the Funding Agreement has been lost or destroyed.
- C. The Parties therefore have agreed to confirm the arrangements relating to the establishment, maintenance and funding in respect of the Academy, in accordance with the terms of this Deed.

LEGAL AGREEMENT

Definitions

1. In this Deed:

"Academy" means Kings Langley School;

"Confirmed Agreement" means the funding agreement scheduled to this Deed as Schedule 1, along with the Annexes thereto;

"Original Agreement" means the Funding Agreement.

Confirmation

2. The Parties confirm that the Confirmed Agreement is, to the best of their knowledge, in the form of the Funding Agreement, and acknowledge and agree that it represents the contractual agreement between the Parties, in full legal force and effect, on and from 1 November 2012, and from the date of this Deed.

Entire Agreement

3. The Parties acknowledge and agree that, to the extent of inconsistency between the terms of the Original Agreement and the terms of the Confirmed Agreement, the Confirmed Agreement shall prevail, and further acknowledge and agree that this Deed and the Confirmed Agreement together constitute the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

Counterparts

4. 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

5. 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.
6. 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

7. 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 date stated above.

EXECUTED as a deed on behalf of **Kings Langley School** by:

..... [Redacted Signature]

In the presence of:

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



SCHEDULE 1