

DEED OF TERMINATION OF FUNDING AGREEMENT

THIS DEED is dated the *27th* day of *March* 2015

PARTIES

- (1) THE SECRETARY OF STATE FOR EDUCATION (the "Secretary of State");
and
- (2) THE CORE EDUCATION TRUST, a charitable company incorporated in England and Wales with registered company number 7949154, whose registered office is at Park View School The Academy of Mathematics and Science, Naseby Road, Alum Rock, Birmingham, West Midlands B8 3HG ("the Company")

together referred to as "the Parties".

BACKGROUND

- (A) The Parties entered into a supplemental funding agreement for Golden Hillock School A Park View Academy established at Golden Hillock Road, Sparkhill, Birmingham, West Midlands, B11 2QG dated 25 September 2013 (the "Funding Agreement").
- (B) The Parties agree to terminate the Funding Agreement with effect from 23.59 on 31 August 2015 (the "Termination Date") on the terms set out in this deed of termination (the "Deed").

AGREED TERMS

1. DEFINITIONS

- 1.1 In this Deed, unless the context otherwise requires, expressions defined in the Funding Agreement and used in this Deed shall have the meaning set out in the Funding Agreement. The rules of interpretation set out in the Funding Agreement apply to this Deed.
- 1.2 In addition in this Deed the following words shall have the following meanings:

"Data Protection Legislation" – means the Data Protection Act 1998 and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable, the guidance and codes of practice issued by the Information Commissioner;

"the Pupil Records" – means the records and information in respect of the pupils at Golden Hillock School A Park View Academy.

2. CONDITION PRECEDENT

- 2.1 This Deed is conditional upon the Company entering into a commercial transfer agreement on or before 31 August 2015 in a form specified by the Secretary of State with Ark Schools, a company limited by guarantee registered in England and Wales with company number 08179349 whose registered office is at 65 Kingsway, London WC2B 6DT ("Ark Schools").

3. TERMINATION OF THE FUNDING AGREEMENT

- 3.1 The Funding Agreement is terminated with effect from the Termination Date.
- 3.2 On termination of the Funding Agreement the following clauses shall continue to have effect: clauses 6.5 and 6.6 inclusive.
- 3.3 All other provisions of the Funding Agreement, including any which are expressly stated in the Funding Agreement as surviving its termination, or which might otherwise have done so by implication, are terminated.

4. PUPIL RECORDS

- 4.1 On or before 31 August 2015 the Company shall deliver to the Trustees of Ark Schools the Pupil Records to the extent that it is permitted to do so by the Data Protection Legislation (and the Company shall use all reasonable endeavours to ensure that they are permitted by Data Protection Legislation to deliver such information to the Trustees of Ark Schools).

5. RELEASE AND WAIVER

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

6. 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.

7. 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.

8. 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:

PMGM.

Director

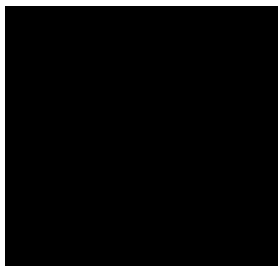
In the presence of:

Pacey

Witness

Witness Name: TOM LAEM

Occupation: HEAD TEACHER



CLOSE

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



David Moko

Duly Authorised