

FREEDOM OF INFORMATION REDACTION SHEET

Sir Frank Whittle Studio School, Leicestershire

Deed of Termination

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 Sir Frank Whittle Studio School Deed of Termination will further the public understanding of Academies, the whole of the Sir Frank Whittle Studio School Deed of Termination 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 FUNDING AGREEMENT

THIS DEED is dated the 29 day of August 2019

PARTIES

- (1) THE SECRETARY OF STATE FOR EDUCATION (the "Secretary of State");
and
- (2) THE LUTTERWORTH ACADEMIES TRUST, a charitable company incorporated in England and Wales with registered company number 08038063, whose registered office is at Lutterworth College, Bitteswell Road, Lutterworth, Leicestershire, LE17 4EW ("the Company")

together referred to as "the Parties".

BACKGROUND

- (A) The Parties entered into an agreement relating to the Sir Frank Whittle Studio School dated 30 April 2014, varied on 7 September 2018 (the "Supplemental Funding Agreement").
- (B) The Company intends to close The Sir Frank Whittle Studio School with effect of 31 August 2019.
- (C) As part of these arrangements, the Parties agree to terminate the Supplemental Funding Agreement with effect from 31 August 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 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.

2. TERMINATION OF THE FUNDING AGREEMENT

- 2.1 The Funding Agreement is terminated with effect from the Termination Date.
- 2.2 All 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.

3. 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.

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:

[Redacted signature area]

Director

In the presence of:

[Redacted witness name]

Witness

[Redacted witness address]

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



[Redacted signature]

Duly Authorised