

FREEDOM OF INFORMATION REDACTION SHEET

Reach4 Academy Trust

Deed of Termination of Funding Agreements

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	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
<u>Reasons why public interest favours withholding information</u> Whilst releasing the majority of the Reach4 Academy Trust Deed of Termination of Funding Agreements will further the public understanding of Academies. The whole of the Reach4 Academy Trust Deed of Termination of Funding Agreements cannot be revealed. If the personal information redacted was to be revealed under the FOI Act, Personal Data and Commercial interests would be prejudiced.	

REACH4 ACADEMY TRUST

**DEED OF TERMINATION
OF FUNDING AGREEMENTS**

The Parties to this Deed are:

(1) **The Secretary of State for Education** of Sanctuary Buildings, Great Smith Street, London SW1P 3BT (the "**Secretary of State**");

- and -

(2) **Reach4 Academy Trust** a charitable company incorporated in England and Wales with registered number 09791051 of 28 Leman Street, London, E1 8ER ("**the Company**")

together referred to as the "**Parties**".

INTRODUCTION

A. On or around 29 April 2016 the Parties agreed terms in relation to a master funding agreement, but it is not clear whether the final version of this agreement was executed. A copy of the unsigned version is contained in Schedule 1 (the "**MFA**").

B. The Parties have searched for an executed copy of the MFA but cannot locate one. The Parties acknowledge that they have been acting as if the MFA is in full legal force and effect.

C. The Parties have also entered into supplemental funding agreements in respect of the following academies, which are operated by the Company (the "**Academies**");

- Byron Wood Primary Academy
- Carrfield Primary Academy
- Castle Academy
- Denaby Main Primary Academy
- Edenthorpe Hall Academy
- Gooseacre Primary Academy
- Greengate Lane Academy
- Hatfield Primary Academy
- Hartley Brook Primary Academy
- Hexthorpe Primary Academy
- Highgate Primary Academy
- Hillside Academy
- Kingfisher Primary Academy
- Lower Meadow Primary Academy
- The Hill Primary Academy

(the "**SFAs**"), copies of which are contained in Schedule 2.

D. The Company changed its name from Reach4 Academies Trust to Astrea Academy Trust on the date of this Deed as part of a reconstitution of the Company (the "**Reconstitution**").

- E. As part of the Reconstitution, the Parties have agreed, on the condition that the Parties enter in to a new master funding agreement and supplemental funding agreements in respect of the Academies, to terminate the MFA and the SFAs, in accordance with the terms of this Deed.

LEGAL AGREEMENT

1. Words, expressions and interpretations used in this Deed shall, unless the context expressly requires otherwise, have the meaning given to them in, and shall be interpreted in accordance with, the MFA. For the avoidance of doubt, the Schedules form part of this Deed.
2. The Secretary of State and the Company agree that the MFA and SFAs shall terminate and cease to have effect immediately on the satisfaction of the condition set out in clause 3.
3. The provisions of clause 2 are conditional on the Secretary of State and the Company entering into a new master funding agreement and new supplemental funding agreements in respect of the Academies in the agreed form as set out in Schedule 3 (the "**New Funding Agreements**").

GOVERNING LAW AND JURISDICTION

4. 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.
5. 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).

COUNTERPARTS

6. 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.

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 as a deed by affixing the corporate seal of the **Secretary of State for Education** authenticated by:-)
)
)

..... [Redacted]
Duly authorised by the Secretary of State for Education
Date..... 30/3/17



EXECUTED as a deed by **Reach4 Academy Trust** acting by:

..... [Redacted]
Director
Print name..... [Redacted]
Date..... 22 March 2017

Witnessed by [Redacted]
Signature

Full name..... [Redacted]
Address [Redacted]
Occupation.... [Redacted]