

# FREEDOM OF INFORMATION REDACTION SHEET

## Folkestone Academy

### Deed of Termination of Funding Agreement

<p><b>Exemptions in full</b></p> <p>n/a</p> <p><b>Partial exemptions</b></p> <p>Personal Information has been redacted from this document under Section 40 of the Freedom of Information (FOI) Act.</p> <p>Section 40 of the FOI Act concerns personal data within the meaning of the Data Protection Act 1998.</p>	
Factors for disclosure	Factors for Withholding
<ul style="list-style-type: none"><li>▪ further to the understanding of and increase participation in the public debate of issues concerning Academies.</li><li>▪ to ensure transparency in the accountability of public funds</li></ul>	<ul style="list-style-type: none"><li>▪ To comply with obligations under the Data Protection Act</li></ul>
<p><u>Reasons why public interest favours withholding information</u></p> <p>Whilst releasing the majority of the <b>Folkestone Academy Deed of Termination of Funding Agreement</b> will further the public understanding of Academies, the whole of the <b>Deed of Termination of Funding Agreement</b> cannot be revealed. If the personal information redacted was to be revealed under the FOI Act, Personal Data and Commercial interests would be prejudiced.</p>	

## DEED OF TERMINATION OF FUNDING AGREEMENT

THIS DEED is dated the 27<sup>th</sup> day of November 2017

### PARTIES

- (1) THE SECRETARY OF STATE FOR EDUCATION (the "Secretary of State"); and
- (2) THE FOLKESTONE ACADEMY, a charitable company incorporated in England and Wales with registered company number 05115594, whose registered office is at the Folkestone Academy, Academy Lane, Folkestone, Kent, CT19 5FP ("the Company").

together referred to as "the Parties".

### BACKGROUND

- (A) The Parties entered into a Funding Agreement dated 1 September 2005 as amended by a Deed of Variation dated 28 August 2009 (the "Funding Agreement") for the maintenance and funding of the Folkestone Academy attached at Schedule 1.
- (B) The Parties agree to terminate the Funding Agreement with effect from 1 December 2017 (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**

Each party (Releasing Party) releases and discharges the other from all claims or demands under or in connection with the Funding Agreement including without limitation claims for negligence and fraud, whether arising before or on the date of this Deed, in each case whether known or unknown to the Releasing Party.

**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]

In the presence of:

[Redacted witness signature]

Witness Name: [Redacted]

Occupation: [Redacted]

Address: [Redacted]

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



[Redacted signature]

Duly Authorised

**Schedule 1**

**Funding Agreement**