

FREEDOM OF INFORMATION REDACTION SHEET

The Laurel Academy

Deed of Novation of a Principal Agreement

<p>Exemptions in full</p> <p>n/a</p> <p>Partial exemptions</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">▪ 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
<p><u>Reasons why public interest favours withholding information</u></p> <p>Whilst releasing the majority of the The Laurel Academy Deed of Novation of a Principal Agreement will further the public understanding of Academies. The whole of the The Laurel Academy Deed of Novation of a Principal 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.</p>	

30/10/2018

Deed of Novation of a Principal Agreement

Doncaster Borough Council ⁽¹⁾
The Secretary of State for Education ⁽²⁾
Wakefield City Academies Trust ⁽³⁾ and
Delta Academies Trust ⁽⁴⁾

CONTENTS

Clause		Page
1.	NOVATION.....	1
2.	RELEASE OF OBLIGATIONS	1
3.	GOVERNING LAW.....	2
4.	JURISDICTION	2

DATE 30/10/18

PARTIES

- (1) Doncaster Borough Council whose registered office is at Civic Office, Waterdale, Doncaster, South Yorkshire, DN1 3BU (**Council**).
- (2) The Secretary of State for Education whose registered office is at Sanctuary Buildings, Great Smith Street, London, SW1P 3BT (**DfE**).
- (3) Wakefield City Academies Trust (Company No. 07462885) incorporated and registered in England and Wales whose registered office is at The D'Hervart Suite The Refectory, Doncaster Road, Nostell, West Yorkshire, United Kingdom, WF4 1AB (**Outgoing Trust**).
- (4) Delta Academies Trust (Company No. 07386086) incorporated and registered in England and Wales whose registered office is at Education House, Spawd Bone Lane, Knottingley, WF11 0EP (**Incoming Trust**).

BACKGROUND

- (A) The Council, the DfE and the Outgoing Trust are party to a Principal Agreement relating to the Mexborough Academy (the **Academy**) dated 30 December 2014 (**Contract**).
- (B) The Outgoing Trust has agreed to transfer the Academy to the Incoming Trust on the Effective Date. As a result, the Outgoing Trust wishes to transfer its rights and obligations under the Contract to the Incoming Trust.
- (C) The parties have therefore agreed to novate the Outgoing Trust's rights, obligations and liabilities under the Contract to the Incoming Trust on the terms of this deed with effect from and including the Transfer Date specified under the Deed of Novation and Variation of the Funding Agreement for Mexborough Academy to be entered into by the Outgoing Trust, the Incoming Trust and the DfE (**Effective Date**).

AGREED TERMS

1. NOVATION

1.1 With effect from and including the Effective Date:

- 1.1.1 The Outgoing Trust transfers all its rights and obligations under the Contract to the Incoming Trust.
- 1.1.2 The Incoming Trust shall enjoy all the rights and benefits of the Outgoing Trust under the Contract. The Incoming Trust agrees to perform the Contract and be bound by its terms in every way as if it were the original party to it in place of the Outgoing Trust, and shall be liable to the Council and the DfE in relation to any previous breaches of the Contract by the Outgoing Trust.
- 1.1.3 The Council and the DfE agree to perform the Contract and be bound by its terms in every way as if the Incoming Trust were the original party to it in place of the Outgoing Trust.
- 1.1.4 All references to the Outgoing Trust in the Contract shall be read and construed as references to the Incoming Trust.

2. RELEASE OF OBLIGATIONS

- 2.1 The Council and the Outgoing Trust release each other from all obligations to the other under the Contract.

- 2.2 The DfE and the Outgoing Trust release each other from all obligations to the other under the Contract.
- 2.3 Nothing in this deed shall affect or prejudice any claim or demand that the Council or the Outgoing Trust may have against each other under or in connection with the Contract with respect to matters occurring before the Effective Date.
- 2.4 Nothing in this deed shall affect or prejudice any claim or demand that the DfE or the Outgoing Trust may have against each other under or in connection with the Contract with respect to matters occurring before the Effective Date.

3. GOVERNING LAW

This deed and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

4. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this deed or its subject matter or formation.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

THE COMMON SEAL OF
**DONCASTER BOROUGH
COUNCIL** was affixed to
this deed in the presence of:

Authorised by the Assistant
Director of Legal and
Democratic Services
No in Seal Register

THE CORPORATE SEAL of
the **SECRETARY OF
STATE FOR EDUCATION**
hereunto affixed was
Authorised by

.....
Authorised by the Secretary
of State for Education

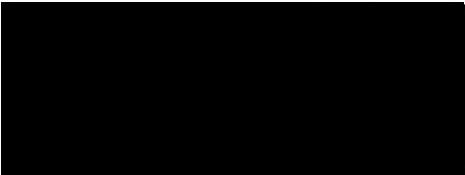
Executed as a deed by
**WAKEFIELD CITY ACADEMY
TRUST** acting by a director, in the
presence of:

.....
Director

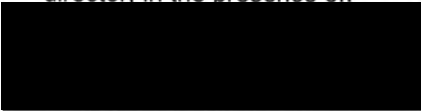
.....
SIGNATURE OF WITNESS

.....
.....

NAME, ADDRESS AND
OCCUPATION OF WITNESS



Executed as a deed by **DELTA
ACADEMIES TRUST** acting by a
director, in the presence of:



SIGNATURE OF WITNESS



NAME, ADDRESS AND
OCCUPATION OF WITNESS



Director


THE COMMON SEAL OF
**DONCASTER BOROUGH
COUNCIL** was affixed to
this deed in the presence of:

Authorised by the Assistant
Director of Legal and
Democratic Services
No in Seal Register

THE CORPORATE SEAL of
the **SECRETARY OF
STATE FOR EDUCATION**
hereunto affixed was
Authorised by

.....
Authorised by the Secretary
of State for Education

Executed as a deed by
**WAKEFIELD CITY ACADEMY
TRUST** acting by a director, in the
presence of:

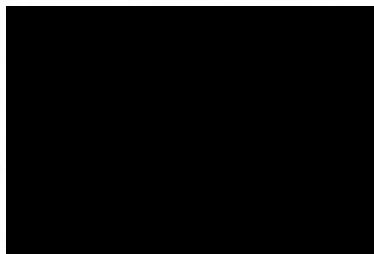

Director



SIGNATURE OF WITNESS



NAME, ADDRESS AND
OCCUPATION OF WITNESS



Executed as a deed by **DELTA
ACADEMIES TRUST** acting by a
director, in the presence of:

.....
Director

.....
SIGNATURE OF WITNESS

.....

.....

NAME, ADDRESS AND
OCCUPATION OF WITNESS

THE COMMON SEAL OF
**DONCASTER BOROUGH
COUNCIL** was affixed to
this deed in the presence of:



Authorised by the Assistant
Director of Legal and
Democratic Services

No in Seal Register



THE CORPORATE SEAL of
the **SECRETARY OF
STATE FOR EDUCATION**
hereunto affixed was
Authorised by



Authorised by the Secretary
of State for Education

Executed as a deed by
**WAKEFIELD CITY ACADEMY
TRUST** acting by a director, in the
presence of:

.....
Director

.....
SIGNATURE OF WITNESS

.....
.....

NAME, ADDRESS AND
OCCUPATION OF WITNESS

Executed as a deed by **DELTA
ACADEMIES TRUST** acting by a
director, in the presence of:

.....
Director

.....
SIGNATURE OF WITNESS

.....
.....

NAME, ADDRESS AND
OCCUPATION OF WITNESS