

DEED OF TERMINATION OF CHURCH SUPPLEMENTAL AGREEMENT

THIS DEED is dated the 29 day of April 2020

PARTIES

- (1) **THE SECRETARY OF STATE FOR EDUCATION** (the “**Secretary of State**”); and
- (2) **ST LEONARD’S CE PRIMARY ACADEMY**, a company limited by guarantee registered at Companies House with company number 07807811 the registered office of which is situated at St Leonard's Church of England Primary Academy Linley Road, Blunsdon, Swindon, England, SN26 7AP (“**the Company**”) and
- (3) **JANE OCKWELL** of St Leonard’s Lodge, 144 High Street, Blunsdon, Swindon SN26 7AB, the continuing Trustee of Blunsdon St Andrew’s Church of England Foundation School (“**the Trustee**”) and
- (4) **THE DIOCESE OF BRISTOL ACADEMIES COMPANY** a company limited by guarantee registered at Companies House with company number 07688544 the registered office of which is situated at First Floor Hillside House 1500 Parkway North, Stoke Gifford, Bristol, BS34 8YU (“**the Diocesan Authority**”)

together referred to as “**the Parties**”.

BACKGROUND

- (A) The Parties entered into a Church Supplemental Agreement dated on or around 1st November 2011 in respect of St Leonard’s CE Primary Academy (the “**Supplemental Agreement**”).
- (B) The Parties agree to terminate the Supplemental Agreement with effect from 1 May 2020 (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 Supplemental Agreement and used in this deed shall have the meaning set out in the Supplemental Agreement. The rules of interpretation set out in the Supplemental Agreement apply to this deed.

2. TERMINATION OF THE SUPPLEMENTAL AGREEMENT

- 2.1 The Supplemental Agreement is terminated with effect from the Termination Date.
- 2.2 All provisions of the Supplemental Agreement, including any which are expressly stated in the Supplemental Agreement as surviving its termination, or which might otherwise have done so by implication, are terminated.

3. RELEASE AND WAIVER

Termination of the Supplemental Agreement shall not affect or prejudice any claim or demand that either party may have against the other under or in connection with the Supplemental 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:

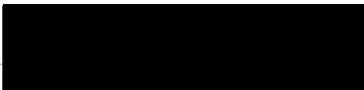
.....

Director 

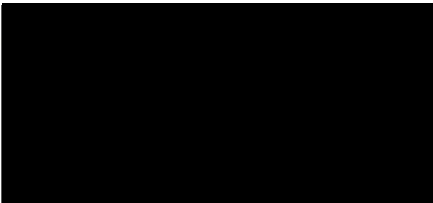
In the presence of:



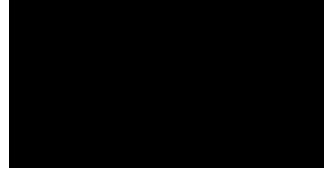
Witness

Witness Name: 

Occupation: **SALES MANAGER**

Address: 

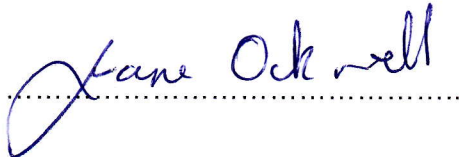
The Corporate Seal of the Secretary of State for Education, hereunto affixed is authenticated by:



Duly Authorised



Executed by the Trustee:

A handwritten signature in blue ink that reads "Jane Ockwell". The signature is written over a horizontal dotted line.

Trustee

JANE OCKWELL

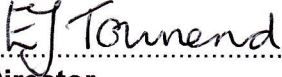
In the presence of:

Witness: A handwritten signature in blue ink that reads "Sally Moody".

Witness name: SALLY MOODY
c/o Diocesan Office, Hulse House, 1500 Parkway North, Stoke Gifford, Bristol BS34 8YU

Witness occupation: Head of Governance and Property
Diocese of Bristol

Signed on behalf of the Diocesan Authority by:


.....
Director

In the presence of:

S E Moody

Witness *SALLY MOODY*.....

Address *No Diocesan Office, Hillside House, 1500 Parkway North, Stoke Gifford,*
Bristol BS34 8YU

Occupation *Head of Governance and Property*.....