

## FREEDOM OF INFORMATION REDACTION SHEET

West Grantham Church of England Secondary Academy, Lincolnshire

Deed of Termination of Church Supplemental 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>West Grantham Church of England Secondary Academy Deed of Termination of Church Supplemental Agreement</b> will further the public understanding of Academies, the whole of the <b>West Grantham Church of England Secondary Academy Deed of Termination of Church Supplemental 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 CHURCH SUPPLEMENTAL AGREEMENT  
RELATING TO  
WEST GRANTHAM CHURCH OF ENGLAND SECONDARY ACADEMY  
(formerly Bluecoat Meres Academy, formerly West Grantham Academy St  
Hugh's)  
("ACADEMY")**

**THIS DEED** is dated the 21 day of December 2020

**PARTIES**

- (1) **THE SECRETARY OF STATE FOR EDUCATION** (the "**Secretary of State**");  
and
- (2) **THE WEST GRANTHAM ACADEMIES TRUST**, a charitable company limited by guarantee incorporated in England and Wales with registered company number 07489113, whose registered office is at Trust Office, The Avenue, Grantham, Lincolnshire, England, NG31 7PX (the "**Company**");  
and
- (3) **LINCOLN DIOCESAN BOARD OF EDUCATION**, a charitable company limited by guarantee incorporated in England and Wales with registered company number 08334622, whose registered office is at Edward King House, Minster Yard, Lincoln, Lincolnshire, LN2 1PU (the "**Board**")

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

**BACKGROUND**

- (A) The Parties, along with the former site trustee, the Lincoln Diocesan Board of Finance Limited, entered into an agreement dated 31 January 2011 (the "**Church Supplemental Agreement**") relating to the Academy.
- (B) The site trustee of the Academy was changed from the Lincoln Diocesan Board of Finance Limited to the Board by an order of the Charity Commission,

dated 8 April 2019. Accordingly, the Board is now both the site trustee and the diocesan authority for the Academy.

- (C) The Company is to be dissolved and the Academy will begin to operate as an academy of the Diocese of Southwell and Nottingham Multi-Academy Trust from 1 January 2021 .
- (D) The Parties agree to terminate the Church Supplemental Agreement with effect from the date hereof (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 Church Supplemental Agreement and used in this deed shall have the meaning set out in the Church Supplemental Agreement. The rules of interpretation set out in the Church Supplemental Agreement apply to this deed.

##### **2. TERMINATION OF THE CHURCH SUPPLEMENTAL AGREEMENT**

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

##### **3. RELEASE AND WAIVER**

Termination of the Church 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 Church 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.

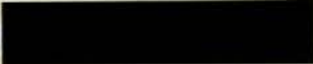
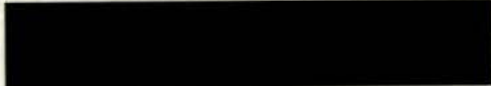
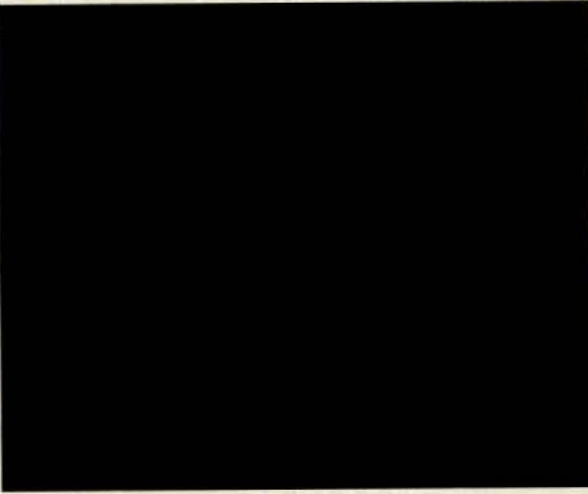
**6. JURISDICTION**

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).

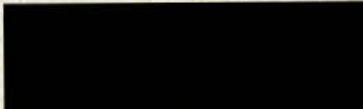
West Grantham Academies Trust, East Midlands and the Humber RSC Region'

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

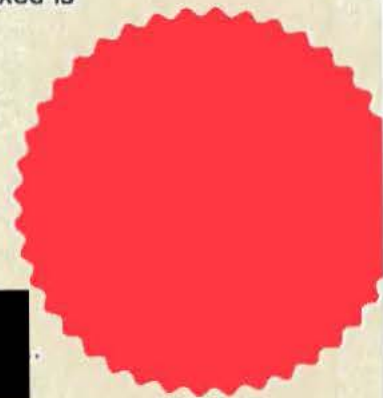
Executed on behalf of the **Company** by:

<p>SIGNED by </p> <p>(Director name)</p> <p>Duly authorised on behalf of the</p> <p><b>West Grantham Academies Trust</b></p> <p>In the presence of a witness</p> <p>Witness signature:</p> <p>Witness name:</p> <p>Witness address:</p> <p>Witness occupation:</p>	<p></p> <p>(Director sign)</p> 
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The Corporate Seal of the **Secretary of State for Education**, hereunto affixed is authenticated by:



**Duly Authorised**



West Grantham Academies Trust, East Midlands and the Humber RSC Region'

Executed by the **Lincoln Diocesan Board of Education** acting by:



Director



Director/ Secretary