

**DEED OF NOVATION AND VARIATION
OF THE
SUPPLEMENTAL FUNDING AGREEMENTS FOR ABBEY PRIMARY SCHOOL,
ARNBROOK PRIMARY SCHOOL, DERWENT PRIMARY SCHOOL AND SOUTHWARK
PRIMARY SCHOOL**

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**");

(2) **ONE ACADEMY TRUST**, a charitable company incorporated in England and Wales with registered company number 09093035 whose registered address is at Sawley Junior School, Wilmot Street, Long Eaton, Derbyshire, NG10 3DQ ("**OAT**"); and

(3) **BELIEVE ACADEMY TRUST**, a charitable company incorporated in England and Wales with registered company number 07726568 whose registered address is at Southwark Primary School Park Lane, Old Basford, Nottingham, Nottinghamshire, NG6 0DT (the "**Company**"),

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

INTRODUCTION

- A. Abbey Primary School, Arnbrook Primary School, Derwent Primary School and Southwark Primary School are academies within the meaning of the Academies Act 2010 (the "**academies**") and are currently operated by the Company (a multi academy trust).
- B. The Secretary of State and the Company entered into a supplemental funding agreement in respect of Abbey Primary School on 29 April 2021 (the "**Existing Abbey Primary School SFA**") for the maintenance and funding of the academy (attached as Schedule 1).
- C. The Secretary of State and the Company entered into a supplemental funding agreement in respect of Arnbrook Primary School on 27 March 2014 (the "**Existing Arnbrook Primary School SFA**") for the maintenance and funding of the academy (attached as Schedule 2).
- D. The Secretary of State and the Company entered into a supplemental funding agreement in respect of Derwent Primary School on 31 May 2017 (the "**Existing Derwent Primary School SFA**") for the maintenance and funding of the academy (attached as Schedule 3).

- E. The Secretary of State and the Company entered into a supplemental funding agreement in respect of Southwark Primary School on 27 March 2014 (the "**Existing Southwark Primary School SFA**") for the maintenance and funding of the academy (attached as Schedule 4).

- F. It is proposed that, with effect from 00.01 am on 1 September 2023 ("**Transfer Date**"), OAT will assume responsibility for the management and operation of the academies in succession to the Company.

- G. The Parties wish to novate the Agreement to OAT and the Secretary of State and OAT wish to vary the terms of the Agreement subject to the provisions of this Deed.

LEGAL AGREEMENT

1. Any word or phrase used in this Deed shall, if that word or phrase is defined in the Agreement, bear the meaning given to it in the Agreement.

NOVATION

2. The Company transfers all its rights and obligations under the Agreement to OAT with effect from the Transfer Date. With effect from the Transfer Date, OAT shall enjoy all the rights and benefits of the Company under the Agreement and all references to the Company in the Agreement shall be read and construed as references to OAT.

3. The references in the Agreement to the Master Funding Agreement between the Company and the Secretary of State shall be read as a reference to the Master Funding Agreement between OAT and the Secretary of State.

4. With effect from the Transfer Date, OAT agrees to perform the Agreement and be bound by its terms in every way as if it were the original party to it in place of the Company.

5. With effect from the Transfer Date, the Secretary of State agrees to perform the Agreement and be bound by its terms in every way as if OAT were the original party to it in place of the Company.

OBLIGATIONS AND LIABILITIES

6. With effect from the Transfer Date, the Company and the Secretary of State release each other from all future obligations to the other under the Agreement.

7. Each of the Company and the Secretary of State release and discharge the other from all claims and demands under or in connection with the Agreement arising after the Transfer Date.

8. Each of OAT and the Secretary of State will have the right to enforce the Agreement and pursue any claims and demands under the Agreement against the other with respect to matters arising before, on or after the date of this Deed as though OAT were the original party to the Agreement instead of the Company.

INDEMNITY

9. The Company agrees to indemnify OAT against any losses, liabilities, claims, damages or costs that OAT suffers or incurs under or in connection with the Agreement as a result of the Company's failure to perform or satisfy its obligations under the Agreement on or before the Transfer Date.

10. OAT agrees to indemnify the Company against any losses, liabilities, claims, damages or costs the Company suffers or incurs under or in connection with the Agreement as a result of OAT's failure to perform or satisfy its obligations under the Agreement on or after the Transfer Date.

VARIATION

11. The Secretary of State and OAT agree that with effect from the Transfer Date the Existing Abbey Primary School SFA, the Existing Arnbrook Primary School SFA, the Existing Derwent Primary School SFA, and the Existing Southwark Primary School SFA shall be amended and restated so as to take effect in the form set out in Schedules 5, 6, 7 and 8 to this Deed respectively.

12. As varied by this Deed, the Agreement shall remain in full force and effect.

13. This Deed shall be governed by and interpreted in accordance with English law.

14. 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

15. 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:-)



[Handwritten signature]

Duly authorised by the **SECRETARY OF STATE FOR EDUCATION**

Date 29/08/2023

EXECUTED as a deed by **ONE**
Academy Trust acting by one
director in the presence of a
witness:

Director

Print name.....

Date 11/08/23

Witness

Print name.....

Occupation.....

EXECUTED as a deed by
Believe Academy Trust acting
by one director in the presence
of a witness:

Director

Print name.....

Date

Witness

Print name.....

Address.....

Occupation.....

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:-)

.....
Duly authorised by the **SECRETARY OF STATE FOR EDUCATION**
Date.....

EXECUTED as a deed by **ONE**
Academy Trust acting by one
director in the presence of a
witness:

Director
Print name.....
Date

Witness
Print name.....
Address.....
Occupation.....

EXECUTED as a deed by
Believe Academy Trust acting
by one director in the presence
of a witness:

Director
Print name
Date

Witness ..
Print name
Address.....
Occupation.....

