

**DEED OF NOVATION AND VARIATION
OF THE FUNDING AGREEMENT
FOR MIDDLETON 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) **MIDDLETON PRIMARY SCHOOL** (company number 0914487) a charitable company incorporated in England and Wales whose registered address is Middleton Primary School, Noon Layer Drive, Middleton, Milton Keynes, MK10 9EN (the “**Outgoing Party**”); and

(3) **KINGSBRIDGE EDUCATIONAL TRUST**, (company number 07552498) a charitable company incorporated in England and Wales whose registered address is Oakgrove School, Venturer Gate, Middleton, Middleton, Milton Keynes, Buckinghamshire, MK10 9JQ (the “**Incoming Party**”),

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

INTRODUCTION

- A. Middleton Primary School is an academy within the meaning of the Academies Act 2010 (the “**Academy**”) and is currently operated by the Outgoing Party.
- B. The Secretary of State and the Outgoing Party entered into a funding agreement on 21 March 2014 (the “**Funding Agreement**”) for the maintenance and funding of the Academy.
- C. It is proposed that, with effect from 00.01 am on 1 September 2016 (“**Transfer Date**”), the Academy will cease to be operated by the Outgoing Party and the Incoming Party will assume responsibility for the management and operation of the Academy in succession to the Outgoing Party.
- D. The Parties wish to novate the Funding Agreement to the Incoming Party and the Secretary of State and the Incoming Party wishes to vary the terms of the Funding Agreement in accordance with the provisions of this Deed.

LEGAL AGREEMENT

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

NOVATION

2. The Outgoing Party transfers all its rights and obligations under the Funding Agreement to the Incoming Party with effect from the Transfer Date. With effect from the Transfer Date, the Incoming Party shall enjoy all the rights and benefits of the Outgoing Party under the Funding Agreement and all references to the Outgoing Party in the Funding Agreement shall be read and construed as references to the Incoming Party.
3. With effect from the Transfer Date, the Incoming Party agrees to perform the Funding Agreement and be bound by its terms in every way as if it were the original party to it in place of the Outgoing Party.
4. With effect from the Transfer Date, the Secretary of State agrees to perform the Funding Agreement and be bound by its terms in every way as if the Incoming Party were the original party to it in place of the Outgoing Party.

OBLIGATIONS AND LIABILITIES

5. With effect from the Transfer Date, the Outgoing Party and the Secretary of State release each other from all future obligations to the other under the Funding Agreement.
6. Each of the Outgoing Party and the Secretary of State release and discharge the other from all claims and demands under or in connection with the Funding Agreement whether arising on or before the Transfer Date.
7. Each of the Incoming Party and the Secretary of State will have the right to enforce the Funding Agreement and pursue any claims and demands under the Funding Agreement against the other with respect to matters arising before, on or after the

Transfer Date as though the Incoming Party were the original party to the Funding Agreement instead of the Outgoing Party.

VARIATION

8. The Secretary of State and the Incoming Party agree that with effect from the Transfer Date the Funding Agreement shall be amended and restated so as to take effect in the form set out in the Schedule to this Deed.
9. As varied by this Deed, the Funding Agreement shall remain in full force and effect.

THIRD PARTY RIGHTS

10. A person who is not a party to this Deed shall not have any rights under or in connection with it.

GOVERNING LAW

11. 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 interpreted in accordance with the law of England and Wales.

JURISDICTION

12. 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

13. 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:-)

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

EXECUTED as a deed by
Middleton Primary School
acting by one director in the
presence of a witness:

Director
Print name.....
Date

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

EXECUTED as a deed by
Kingsbridge Educational Trust

acting by one director in the
presence of a witness:

Director

Print name.....

Date

Witness

Print name.....

Address.....

Occupation.....

SCHEDULE
Supplemental Funding Agreement