

**DEED OF NOVATION AND VARIATION  
OF THE  
SUPPLEMENTAL FUNDING AGREEMENT FOR HEMSWORTH ACADEMY**

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) **OUTWOOD GRANGE ACADEMIES TRUST** an exempt charitable company incorporated in England and Wales with registered company number 06995649 whose registered address is at Potovens Lane, Outwood, Wakefield, West Yorkshire, WF1 2PF ("**IAT**"); and

(3) **WAKEFIELD CITY ACADEMIES TRUST** an exempt charitable company incorporated in England and Wales with registered company number 07462885 whose registered office is at The D'Hervart Suite, The Refectory, Doncaster Road, Nostell, West Yorkshire WF4 1AB (the "**Company**"),

together referred to as the "Parties".

## **INTRODUCTION**

- A. Hemsworth Academy is an academy within the meaning of the Academies Act 2010 (the "**Academy**") and is currently operated by the Company (a multi academy trust).
- B. The Secretary of State and the Company entered into a Supplemental Funding Agreement on 31 July 2014 (the "**Agreement**") for the maintenance and funding of the Academy (attached as Schedule 1).
- C. It is proposed that, with effect from 00.01 am on 01 May 2018 ("**Transfer Date**"), IAT will assume responsibility for the management and operation of the Academy in succession to the Company.
- D. The Parties wish to novate the Agreement to IAT and the Secretary of State and IAT wish to vary the terms of the Agreement subject to the provisions of this Deed.
- E. The "**Property**" means: the leasehold land and buildings held by the Company registered at the Land Registry with title number YY22698

## **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 IAT with effect from and including the Transfer Date. With effect from and including the Transfer Date, IAT 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 IAT.

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 IAT and the Secretary of State dated 26 March 2018.

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

## **OBLIGATIONS AND LIABILITIES**

6. With effect from and including 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 on or after the Transfer Date.

8. Each of the IAT 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 the IAT were the original party to the Agreement instead of the Company.

## **INDEMNITY**

9. The Company agrees to indemnify IAT against any losses, liabilities, claims, damages or costs that IAT 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. IAT 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 IAT's failure to perform or satisfy its obligations under the Agreement on or after the Transfer Date.

## **VARIATION**

11. The Secretary of State and IAT agree that with effect from and including the Transfer Date the Agreement shall be amended and restated so as to take effect in the form set out in Schedule 2 to this Deed which is supplemental to IAT's master funding agreement.

12. As varied by this Deed, the Agreement shall remain in full force and effect. For avoidance of doubt each of IAT's and the Company's master funding agreements shall also remain in full force and effect.

## **LAND CONSENTS**

13. The Secretary of State gives consent to the Company transferring the Property to IAT and to IAT receiving the Property from the Company. For the purposes of Schedule 1 Paragraph 17 Academies Act 2010 the Secretary of State agrees that notice of the disposition has been received from the Company and no direction shall be made under that provision and the Company accepts this acknowledgement as notification of the Secretary of State's decision.

14. Provided that IAT registers the restriction contained at clause 4.A and the agreed notice in respect of an option contained at clause 4.F of the supplemental funding agreement set out in Schedule 2 to this Deed the Secretary of State consents to the removal of the restriction registered on the title to the Land required by clause 6A(a) of the Agreement.

## **Miscellaneous**

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

16. The Parties irrevocably agree that the courts of England 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**

17. 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:- )

[Redacted signature]

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

Date... 30 April 2018 .....



EXECUTED as a deed by

**WAKEFIELD CITY**

**ACADEMIES TRUST** acting by

one director in the presence of a  
witness:

[Redacted signature]  
Director .....  
Print name.....  
Date .....

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

**WRIGLEYS**  
- SOLICITORS LLP -  
19 COOKRIDGE ST.  
LEEDS LS2 3AG  
Tel no 0113 244 6100  
Fax no 0113 244 6101



EXECUTED as a deed by

**OUTWOOD GRANGE**

**ACADEMIES TRUST** acting by

one director in the presence of a Director ...

witness:

Print name

Date

Witness

Print name

Address

Occupation.

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]