DEED OF NOVATION AND VARIATION
OF THE
SUPPLEMENTAL FUNDING AGREEMENT FOR WILLASTON PRIMARY ACADEMY

DEED OF NOVATION AND VARIATION WILLASTON PRIMARY 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) **CHANCERY MULTI ACADEMY TRUST**, a charitable company incorporated in England and Wales with registered company number 11024808 whose registered address is at Excalibur Primary School, Ivy Lane, Alsager, Cheshire, ST7 2RQ (**"IAT"**); and

(3) **THE DERWENT TRUST**, a charitable company incorporated in England and Wales with registered company number 09648418 whose registered address is at Willaston Primary School, Derwent Close, Nantwich Cheshire, CW2 6QQ (the "**Company**"),

together referred to as the "Parties".

INTRODUCTION

A. Willaston Primary 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 27th August 2015 as varied by a Deed of Variation on 21st December 2020(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 1st November 2021 ("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.

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 the Transfer Date. With effect from 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 the IAT and the Secretary of State.

4. With effect from 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 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 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 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 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 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.

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.

DEED OF NOVATION AND VARIATION WILLASTON PRIMARY ACADEMY

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 21-10-21

EXECUTED as a deed by **IAT** acting by one director in the presence of a witness:

Director ....
Print name [redacted]
Date .....

Witness [redacted]

EXECUTED as a deed by **the Company** acting by one director in the presence of a witness:

Director .....
Print name.....
Date .....

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

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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 **IAT** acting by one director in the presence of a witness:

Director .....
Print name.....
Date .....

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

EXECUTED as a deed by **the Company** acting by one director in the presence of a witness:

Director ...[redacted]
Print name[redacted]
Date .....

Witness [redacted]
Print name
Address.[redacted]
Occupation.[redacted]

Schedule 1

Supplemental Funding Agreement and Deed of Variation

Schedule 2

Amended Supplemental Funding Agreement