

**DEED OF NOVATION AND VARIATION
OF THE
FUNDING AGREEMENT FOR THE KIBWORTH 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) **THE MEAD EDUCATIONAL TRUST**, a charitable company incorporated in England and Wales with registered company number 09079258 whose registered address is The Mead Centre, 343 Gipsy Lane, Leicester, Leicestershire, England, LE4 9DD (the "**Incoming Academy Trust**"); and

(3) **THE KIBWORTH SCHOOL**, a charitable company incorporated in England and Wales with registered company number 07761713 whose registered address is at Kibworth High School A Community Technology College, Smeeton Road, Kibworth, Leicester, Leicestershire, LE8 0LG (the "**Outgoing Academy Trust**"),

together referred to as the "Parties".

INTRODUCTION

- A. The Kibworth School is an academy within the meaning of the Academies Act 2010 (the "**Academy**") and is currently operated by the Outgoing Academy Trust (a single academy trust).
- B. The Secretary of State and the Outgoing Academy Trust entered into a Funding Agreement on 30 September 2011, as varied by a Deed of Variation dated 8 January 2015 (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 1 April 2021 ("Transfer Date"), the Incoming Academy Trust will assume responsibility for the management and operation of the Academy in succession to the Outgoing Academy Trust.
- D. The Parties wish to novate the Agreement to the Incoming Academy Trust and the Secretary of State and the Incoming Academy Trust 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 Outgoing Academy Trust transfers all its rights and obligations under the Agreement to the Incoming Academy Trust with effect from the Transfer Date. With effect from the Transfer Date, the Incoming Academy Trust shall enjoy all the rights and benefits of the Outgoing Academy Trust under the Agreement and all references to the Outgoing Academy Trust in the Agreement shall be read and construed as references to the Incoming Academy Trust.

3. Not used.

4. With effect from the Transfer Date, the Incoming Academy Trust 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 Outgoing Academy Trust.

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 the Incoming Academy Trust were the original party to it in place of the Outgoing Academy Trust.

OBLIGATIONS AND LIABILITIES

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

7. Each of the Outgoing Academy Trust 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 the Incoming Academy Trust 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 Incoming Academy Trust were the original party to the Agreement instead of the Outgoing Academy Trust.

INDEMNITY

9. Not used.

10. Not used.

VARIATION

11. The Secretary of State and the Incoming Academy Trust 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.

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 **THE
MEAD EDUCATIONAL TRUST**
acting by:

Director
Print name.....
Date

Director/Secretary
Print name.....
Date

EXECUTED as a deed by **THE
KIBWORTH SCHOOL** acting
by:

Director
Print name.....
Date

Director/Secretary
Print name.....
Date

Schedule 1
Funding Agreement

Schedule 2
Amended Funding Agreement