

**DEED OF NOVATION AND VARIATION
OF THE
FUNDING AGREEMENT FOR
THE MEADOW COMMUNITY 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) **SYMPHONY LEARNING TRUST**, a charitable company incorporated in England and Wales with registered company number 07941899 whose registered address is at Glen Hills Primary School, Featherby Drive, Glen Parva, Leicester, Leicestershire, LE2 9NY (“**Transferee**”); and

(3) **THE MEADOW COMMUNITY PRIMARY SCHOOL ACADEMY TRUST**, a charitable company incorporated in England and Wales with registered company number 08049033 whose registered address is at The Meadow Community Primary School, Meadow Way, Wigston Magna, Wigston, Leicestershire, LE18 3QZ (“**Transferor**”),

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

INTRODUCTION

- A. The Meadow Community Primary School is an academy within the meaning of the Academies Act 2010 (the “**Academy**”) and is currently operated by the Transferor.
- B. The Secretary of State and the Transferor entered into a funding agreement on 31 May 2012 (the “**Agreement**”) for the maintenance and funding of the academy (attached as Schedule 1).
- C. It is proposed that, with effect from 00.01am on 1 September 2016 (“**Transfer Date**”), the Transferee will assume responsibility for the management and operation of the Academy in succession to the Transferor.
- D. The Parties wish to novate the Agreement to the Transferee and the Secretary of State and the Transferee 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 Transferor transfers all its rights and obligations under the Agreement to the Transferee with effect from the Transfer Date. With effect from the Transfer Date, the Transferee shall enjoy all the rights and benefits of the Transferor under the Agreement and all references to the Transferor in the Agreement shall be read and construed as references to the Transferee.

3. With effect from the Transfer Date, the Transferee 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 Transferor.

4. 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 Transferee were the original party to it in place of the Transferor.

OBLIGATIONS AND LIABILITIES

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

6. Each of the Transferor 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.

7. Each of the Transferee 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 Transferee were the original party to the Agreement instead of the Transferor.

VARIATION

8. The Secretary of State and the Transferee 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, which reflects the age range and capacity change in September 2016, and so as to be supplemental to the master funding agreement entered into between the Transferee and the Secretary of State on *31 August* 2016.

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

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

11. 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

12. 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.....*31 August 2016*.....

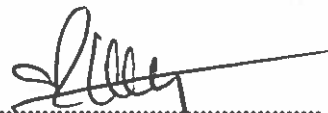
EXECUTED as a deed by
SYMPHONY LEARNING TRUST
acting by two directors:

Director 
Print name..... K. MCGOVERN
Date 9.8.16

Director 
Print name..... S.R. LILLEY
Date 09/08/2016

EXECUTED as a deed by THE
MEADOW COMMUNITY PRIMARY
SCHOOL ACADEMY TRUST acting
by two directors:

Director 
Print name..... K. MCGOVERN
Date 9.8.16

Director 
Print name..... S.R. LILLEY
Date 09/08/2016

Schedule 1

Original funding agreement (THE MEADOW COMMUNITY PRIMARY SCHOOL)