DEED OF NOVATION AND VARIATION
OF THE
SUPPLEMENTAL FUNDING AGREEMENTS
FOR

HAMBRIDGE COMMUNITY PRIMARY SCHOOL
HUISH EPISCOPI PRIMARY SCHOOL
MIDDLEZOY PRIMARY SCHOOL
OTHERY VILLAGE 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) **PRESTON PRIMARY ACADEMY TRUST**, a charitable company incorporated in England and Wales with registered company number 08727883 whose registered address is at Preston Primary School, The Toose, Abbey Manor Park, Yeovil, BA21 3SN ("**PPAT**") and

(3) **THE LEVELS ACADEMY TRUST**, a charitable company incorporated in England and Wales with registered company number 09437439 whose registered address is at Huish Episcopi Primary School, North Street, Langport, TA10 9RW ("**TLAT**"),

together referred to as the "Parties".

INTRODUCTION

A. Hambridge Community Primary School, Huish Episcopi Primary School, Middlezoy Primary School and Othery Village School are academies within the meaning of the Academies Act 2010 (the "academies") and are currently operated by TLAT (a multi academy trust).

B. The Secretary of State and TLAT entered into Supplemental Funding Agreements on 24 February 2015 for the maintenance and funding of the academies and a deed of variation was also entered into on 29 August 2019 between the Secretary of State and TLAT in respect of Othery Village School (together, the "**Agreements**") (attached as Schedule 1).

C. It is proposed that, with effect from 00.01 am on 1 February 2021 ("Transfer Date"), PPAT will assume responsibility for the management and operation of the academy in succession to TLAT.

D. The Parties wish to novate the Agreements to PPAT and the Secretary of State and PPAT wish to vary the terms of the Agreements 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 Agreements, bear the meaning given to it in the Agreements.

NOVATION

2. TLAT transfers all its rights and obligations under the Agreements to PPAT with effect from the Transfer Date. With effect from the Transfer Date, PPAT shall enjoy all the rights and benefits of TLAT under the Agreements and all references to TLAT in the Agreements shall be read and construed as references to PPAT.

3. The references in the Agreements to the Master Funding Agreement between TLAT and the Secretary of State shall be read as a reference to the Master Funding Agreement between PPAT and the Secretary of State.

4. With effect from the Transfer Date, PPAT agrees to perform the Agreements and be bound by their terms in every way as if it were the original party to them in place of TLAT.

5. With effect from the Transfer Date, The Secretary of State agrees to perform the Agreements and be bound by their terms in every way as if PPAT were the original party to them in place of TLAT.

OBLIGATIONS AND LIABILITIES

6. With effect from the Transfer Date, TLAT and the Secretary of State release each other from all future obligations to the other under the Agreements.

7. Each of TLAT and the Secretary of State release and discharge the other from all claims and demands under or in connection with the Agreements arising after the Transfer Date.

8. Each of PPAT and the Secretary of State will have the right to enforce the Agreements and pursue any claims and demands under the Agreements against the other with respect to matters arising before, on or after the date of this Deed as though PPAT were the original party to the Agreements instead of TLAT.

INDEMNITY

9. Not used.

10. Not used.

VARIATION

11. The Secretary of State and PPAT agree that with effect from the Transfer Date the Agreements 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 Agreements 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 **PPAT**
acting by one director in the
presence of a witness:

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

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

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

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

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

Schedule 1

Agreements

Schedule 2

Amended Supplemental Funding Agreements