

**DEED OF NOVATION AND VARIATION
OF THE
SUPPLEMENTAL FUNDING AGREEMENT FOR SULIVAN 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) **UNITED LEARNING TRUST**, a charitable company incorporated in England and Wales with registered company number 04439859 whose registered address is at Worldwide House, Thorpe Wood, Peterborough, PE3 6SB ("**United Learning**"); and

(3) **BRIGHTWELLS ACADEMY TRUST**, a charitable company incorporated in England and Wales with registered company number 10289425 whose registered address is at Queen's Manor School And Special Needs Unit, Lysia Street, London, SW6 6ND ("**Brightwells**"),

together referred to as the "Parties".

INTRODUCTION

- A. Sullivan Primary School is an academy within the meaning of the Academies Act 2010 (the "academy") and is currently operated by Brightwells (a multi academy trust).
- B. The Secretary of State and Brightwells entered into a Supplemental Funding Agreement on 28 September 2016 (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 November 2022 ("Transfer Date"), United Learning will assume responsibility for the management and operation of the academy in succession to Brightwells.
- D. The Parties wish to novate the Agreement to United Learning and the Secretary of State and United Learning 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. Brightwells transfers all its rights and obligations under the Agreement to United Learning with effect from the Transfer Date. With effect from the Transfer Date, United Learning shall enjoy all the rights and benefits Brightwells under the Agreement and all references to the Brightwells in the Agreement shall be read and construed as references to United Learning.

3. The references in the Agreement to the Master Funding Agreement between Brightwells and the Secretary of State shall be read as a reference to the Master Funding Agreement between United Learning and the Secretary of State.

4. With effect from the Transfer Date, United Learning 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 Brightwells.

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 United Learning were the original party to it in place of Brightwells.

OBLIGATIONS AND LIABILITIES

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

7. Each of Brightwells 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 United Learning 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 United Learning were the original party to the Agreement instead of Brightwells.

INDEMNITY

9. Brightwells agrees to indemnify United Learning against any losses, liabilities, claims, damages or costs that United Learning suffers or incurs under or in connection with the

Agreement as a result of the Brightwells' failure to perform or satisfy its obligations under the Agreement on or before the Transfer Date.

10. United Learning agrees to indemnify Brightwells against any losses, liabilities, claims, damages or costs Brightwells suffers or incurs under or in connection with the Agreement as a result of United Learning's failure to perform or satisfy its obligations under the Agreement on or after the Transfer Date.

VARIATION

11. The Secretary of State and United Learning 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 **United Learning** acting by one director in the presence of a witness:


Director
Print name... **JON COLES**
Date


Witness
Print name... **EMILY BRUNTON**
Address... **205 DAKOTA BUILDING, SE13 7QE**
Occupation... **PROJECT LEAD**

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

Director
Print name.....
Date

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

Schedule 1
Supplemental Funding Agreement

Schedule 2
Amended Supplemental Funding Agreement