

**DEED OF NOVATION AND VARIATION  
OF THE  
FUNDING AGREEMENT FOR HENRY HINDE INFANT 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) **TRANSFORMING LIVES EDUCATIONAL TRUST**, a charitable company incorporated in England and Wales with registered company number **07515832** whose registered address is c/o Ashlawn School, Ashlawn Road, Rugby, Warwickshire, CV22 5ET (the “**Trust**”); and

(3) **HENRY HINDE SCHOOL**, a charitable company incorporated in England and Wales with registered company number **07988497** whose registered address is c/o Henry Hinde School, Grenville Close, Bilton, Rugby, Warwickshire, CV22 7JQ (“**HHS**”),

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

## **INTRODUCTION**

- A. Henry Hinde Infant School is an academy within the meaning of the Academies Act 2010 (the “**Academy**”) and is currently operated by HHS.
- B. The Secretary of State and HHS entered into a funding agreement on 27 March 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 2017 (“**Transfer Date**”), the Trust will assume responsibility for the management and operation of the Academy in succession to HHS.
- D. The Parties wish to novate the Agreement to the Trust and the Secretary of State and the 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. HHS transfers all its rights and obligations under the Agreement to the Trust with effect from the Transfer Date. With effect from the Transfer Date, the Trust shall enjoy all the rights and benefits of HHS under the Agreement and all references to HHS in the Agreement shall be read and construed as references to the Trust.

3. The references in the varied Agreement at Schedule 2 to the Master Funding Agreement shall be read as a reference to the Master Funding Agreement between the Trust and the Secretary of State.

4. With effect from the Transfer Date, the 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 HHS.

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 Trust were the original party to it in place of HHS.

## **OBLIGATIONS AND LIABILITIES**

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

7. Each of HHS 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 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 Trust were the original party to the Agreement instead of HHS.

## **VARIATION**

9. The Secretary of State and the 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 and so as to be supplemental to the funding agreement entered

into between the Trust and the Secretary of State by way of Deed of Variation on 24 November 2016.

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

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


12. 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

13. 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:- )

  
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Duly authorised by the **SECRETARY OF STATE FOR EDUCATION**

