

**DEED OF NOVATION AND VARIATION
OF THE
SINGLE FUNDING AGREEMENT FOR REDCAR ACADEMY – A COMMUNITY SCHOOL
FOR THE PERFORMING AND VISUAL ARTS**

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) **OUTWOOD GRANGE ACADEMIES TRUST**, a charitable company incorporated in England and Wales with registered company number 06995649 whose registered address is at Potovens Lane, Outwood, Wakefield WF1 2PF ("**OGAT**"); and

(3) **REDCAR ACADEMY – A COMMUNITY SCHOOL FOR THE PERFORMING AND VISUAL ARTS**, a charitable company incorporated in England and Wales with registered company number 08281046 whose registered address is at Redcar Academy, Kirkleatham Lane, Redcar TS10 4AB ("the Company"),

together referred to as the "Parties".

INTRODUCTION

- A. Redcar Academy – A Community School for the Performing and Visual Arts is an academy within the meaning of the Academies Act 2010 (the "academy") and is currently operated by the Company (a single academy trust).
- B. The Secretary of State and the Company entered into a Single Funding Agreement on 27 November 2012 (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 October 2017 ("Transfer Date"), OGAT will assume responsibility for the management and operation of the academy in succession to the Company.
- D. The Parties wish to novate the Agreement to OGAT and the Secretary of State and OGAT 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 Company transfers all its rights and obligations under the Agreement to OGAT with effect from the Transfer Date. With effect from the Transfer Date, OGAT shall enjoy all the rights and benefits of the Company under the Agreement and all references to the Company in the Agreement shall be read and construed as references to OGAT.

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

4. With effect from the Transfer Date, OGAT 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 Company.

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 OGAT were the original party to it in place of the Company.

OBLIGATIONS AND LIABILITIES

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

7. Each of the Company 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 OGAT 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 OGAT were the original party to the Agreement instead of the Company.

INDEMNITY

9. Not Used.

10. Not Used.

VARIATION

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

Director
Print name.....
Date

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

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

Director
Print name.....
Date

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

Schedule 1
Single Funding Agreement

Schedule 2
Supplemental Funding Agreement