

**DEED OF NOVATION
AND VARIATION OF FUNDING AGREEMENT
[] 2016**

SECRETARY OF STATE FOR EDUCATION

AND

THE POCHIN SCHOOL

AND

BRADGATE EDUCATION PARTNERSHIP

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) **THE POCHIN SCHOOL**, a charitable company incorporated in England and Wales with registered company number 8204075 whose registered address is at **School Lane, Barkby, Leicester, Leicestershire, LE7 3QL** ("the **Outgoing Party**"); and

(3) **BRADGATE EDUCATION PARTNERSHIP**, a charitable company incorporated in England and Wales with registered company number 08168237 whose registered address Gaddesby Primary School, Ashby Road, Gaddesby, Leicester, Leicestershire, LE7 4WF (the "**Incoming Party**"),

together referred to as the "Parties".

INTRODUCTION

- A. The Secretary of State and the Outgoing Party entered into a funding agreement in respect of The Pochin School ("the **Academy**") on 1 October 2012 ("the **Agreement**") for the maintenance and funding of the Academy (attached as Schedule 1).
- B. It is proposed that, with effect from 00.01 am on 1 September 2016 (the "**Transfer Date**"), the Incoming Party will assume responsibility for the management and operation of the Academy in succession to the Outgoing Party.
- C. The Parties wish to novate the Agreement to the Incoming Party and the Secretary of State and the Incoming Party 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 Outgoing Party transfers all its rights and obligations under the Agreement to the Incoming Party with effect from the Transfer Date. With effect from the Transfer Date, the Incoming Party shall enjoy all the rights and benefits of the Outgoing Party under the Agreement and all references to the Outgoing Party in the Agreement shall be read and construed as references to the Incoming Party.

3. With effect from the Transfer Date, the Incoming Party 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 Outgoing Party.

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 Incoming Party were the original party to it in place of the Outgoing Party.

OBLIGATIONS AND LIABILITIES

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

6. Each of the Outgoing Party 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 Incoming Party 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 Incoming Party were the original party to the Agreement instead of the Outgoing Party.

VARIATION

8. The Secretary of State and the Incoming Party 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.

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: -)

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

EXECUTED as a deed by **THE**
POCHIN SCHOOL acting by
one director in the presence of a
witness:

Director
Print name.....
Date

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

EXECUTED as a deed by
BRADGATE EDUCATION
PARTNERSHIP acting by one
director in the presence of a
witness:

Director
Print name.....
Date

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

Schedule 1
The Funding Agreement

Schedule 2

The Master Funding Agreement and the Supplemental Funding Agreement