

**DEED OF NOVATION AND VARIATION
OF THE
SUPPLEMENTAL FUNDING AGREEMENTS FOR AUDLEM ST JAMES' COFE
PRIMARY SCHOOL AND BRINE LEAS 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) **THE CORNOVII TRUST**, a charitable company incorporated in England and Wales with registered company number 08597784 whose registered address is at Hassall Road, Alsager, Cheshire, ST7 2HR ("**Cornovii**"); and

(3) **BRINE MULTI ACADEMY TRUST**, a charitable company incorporated in England and Wales with registered company number 07344747 whose registered address is at Brine Leas School, Audlem Road, Nantwich, Cheshire, CW5 7DY (the "**Company**"),

together referred to as the "**Parties**".

INTRODUCTION

A. Audlem St James' CofE Primary School and Brine Leas School are academies within the meaning of the Academies Act 2010 (the "**academies**") and are currently operated by the Company (a multi academy trust).

B. The Secretary of State and the Company entered into;

a. a Supplemental Funding Agreement on 24 November 2021 for the maintenance and funding of Audlem St James' CofE Primary School (Schedule 1);

b. a Supplemental Funding Agreement on 25 August 2010, varied by a Deed of Variation on 28 July 2016, and subsequently varied by a Deed of Variation dated 4 October 2018 for the maintenance and funding of Brine Leas School (Schedule 2);

together the ("**Agreements**")

C. It is proposed that, with effect from 00.01 am on 1 September 2022 ("**Transfer Date**"), Cornovii will assume responsibility for the management and operation of the academies in succession to the Company.

- D. The Parties wish to novate the Agreements to Cornovii and the Secretary of State and Cornovii 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. The Company transfers all its rights and obligations under the Agreements to Alsager with effect from the Transfer Date. With effect from the Transfer Date, Cornovii shall enjoy all the rights and benefits of the Company under the Agreements and all references to the Company in the Agreements shall be read and construed as references to Cornovii.

3. The references in the Agreements 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 Cornovii and the Secretary of State.

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

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 Cornovii were the original party to them 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 Agreements.

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 Agreements arising after the Transfer Date.

8. Each of Cornovii 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 Cornovii were the original party to the Agreements instead of the Company.

INDEMNITY

9. The Company agrees to indemnify Cornovii against any losses, liabilities, claims, damages or costs that Cornovii suffers or incurs under or in connection with the Agreements as a result of the Company's failure to perform or satisfy its obligations under the Agreements on or before the Transfer Date.

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

VARIATION

11. The Secretary of State and Cornovii 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 3 (Audlem St James' CofE Primary School) and Schedule 4 (Brine Leas School) 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)

[Redacted signature area]

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OR EDUCATION



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

Director [Redacted]
Print name [Redacted]
Date 11 August 2022

Witness [Redacted]
Print name [Redacted]
Address [Redacted]
Occupation [Redacted]

EXECUTED as a deed by **BRINE MULTI ACADEMY TRUST** acting by one director in the presence of a witness:

Director [Redacted]
Print name [Redacted]
Date 11 [Redacted]

Witness [Redacted]
Print name [Redacted]
Address [Redacted]
Occupation [Redacted]