

**DEED OF TERMINATION, NOVATION AND  
VARIATION OF FUNDING AGREEMENTS  
[20<sup>th</sup> October] 2015**

**SECRETARY OF STATE FOR EDUCATION**

**AND**

**TELFORD CO-OPERATIVE MULTI-ACADEMY TRUST**

**AND**

**COMMUNITY ACADEMIES TRUST**

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) **TELFORD CO-OPERATIVE MULTI-ACADEMY TRUST** (Company Number 08447216) whose registered office is c/o Yvonne Chadwick, The Telford Priory School New Road, Wrockwardine Wood, Telford, Shropshire, England, TF2 7AB (the **Outgoing Party**); and
- (3) **COMMUNITY ACADEMIES TRUST** (Company Number 07472736) whose registered office is c/o The Polesworth School, Dordon Road, Tamworth, Staffordshire, B78 1QT (the **Incoming Party**).

### **INTRODUCTION**

- (A) The Telford Langley School, The Telford Park School and The Telford Priory School are academies within the meaning of the Academies Act 2010 (the **Academies**) and are currently operated by the Outgoing Party.
- (B) The Secretary of State and the Outgoing Party entered into a Master Funding Agreement dated 27 March 2013 (the **TCMAT MFA**).
- (C) The Secretary of State and the Outgoing Party entered into a Supplemental Funding Agreement for the maintenance and funding of Phoenix Academy (now known as The Telford Langley School) dated 31 May 2013 (the **Phoenix SFA**).
- (D) The Secretary of State and the Outgoing Party entered into a Supplemental Funding Agreement for the maintenance and funding of Lakeside Academy (now known as The Telford Park School) dated 27 March 2013 (the **Lakeside SFA**).
- (E) The Secretary of State and the Outgoing Party entered into a Supplemental Funding Agreement for the maintenance and funding of The Telford Priory School dated 21 August 2015 (the **Old Telford Priory SFA**).
- (F) It has been proposed that, with effect from 00.01 am 1 November 2015 (**Transfer Date**) the Academies will cease to be operated by the Outgoing Party and the Incoming Party will assume responsibility for the management and operation of the Academies in succession to the Outgoing party.
- (G) The parties wish to novate the Phoenix SFA, the Lakeside SFA and the Old Telford Priory SFA (together the **"Agreements"**) to the Incoming Party and the Secretary of State and the Incoming Party wish to vary the terms of the Agreements subject to the provisions of this Deed.

- (H) The parties have therefore agreed to novate and vary the Outgoing Party's rights, obligations and liabilities under the Agreements to the Incoming Party and to terminate the TCMAT MFA between the Secretary of State and the Outgoing Party on the terms of this Deed with effect from the Transfer Date.

## **LEGAL AGREEMENT**

### **1 INTERPRETATION**

Words, expressions and interpretations used in this Deed shall, unless the context expressly requires otherwise, have the meaning given to them in, and shall be interpreted in accordance with, the Agreement (as defined above).

### **2 NOVATION**

- 2.1 The Outgoing Party transfers all its rights and obligations under the Agreements 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 Agreements, and all references to the Outgoing Party in the Agreement shall be read and construed as references to the Incoming Party.
- 2.2 The references in the Agreements to the Master Funding Agreement between the Outgoing Party and the Secretary of State shall be read as a reference to the Master Funding Agreement between the Incoming Party and the Secretary of State dated 10 December 2013.
- 2.3 With effect from the Transfer Date, the Incoming Party accepts the liabilities of the Outgoing Party under the Agreements and undertakes to perform all the obligations arising under the Agreements and shall be bound by their terms in every way as if it were the original party to them in place of the Outgoing Party.
- 2.4 With effect from the Transfer Date the Secretary of State undertakes to perform the Agreements and be bound by their terms in every way as if the Incoming Party were the original party to them in place of the Outgoing Party.

### **3 RELEASE OF OBLIGATIONS AND LIABILITIES**

- 3.1 With effect from the Transfer Date the Secretary of State and the Outgoing Party release each other from all future obligations to the other under the Agreements.
- 3.2 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 Agreements arising after the Transfer Date.

- 3.3 Each of the Incoming Party 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 Effective Date as though the Incoming Party were the original party to the Agreements instead of the Outgoing Party, excluding any claims or demands made of the Outgoing Party arising in accordance with clause 3.5.
- 3.4 Subject to clause 3.5, the Incoming Party agrees to indemnify the Outgoing Party against any losses, liabilities, claims, damages or costs the Outgoing Party suffers or incurs under or in connection with the Agreements as a result of the Incoming Party's failure to perform or satisfy its obligations under the Agreements on or after the Effective Date.
- 3.5 Notwithstanding clause 3.4, the Incoming Party shall not indemnify the Outgoing Party against any losses, liabilities, claims, damages or costs arising from any liability of a director of the Outgoing Party as a result of his or her act or omission which he or she (i) knew to be a breach of trust or breach of duty or (ii) recklessly disregarded whether such act or omission was a breach of duty or not or (iii) arising as a result of his or her fraud.

#### **4 VARIATION**

- 4.1 The Secretary of State and the Incoming Party agree that with effect from the Transfer Date, the Phoenix SFA shall be varied in accordance with the new supplemental funding agreement contained in Schedule 1 (the "Telford Langley School SFA"). For the avoidance of doubt, the Telford Langley School SFA does not terminate or suspend the Phoenix SFA but amends, re-states and supersedes it.
- 4.2 The Secretary of State and the Incoming Party agree that with effect from the Transfer Date, the Lakeside SFA shall be varied in accordance with the new supplemental funding agreement contained in Schedule 2 (the "Telford Park School SFA"). For the avoidance of doubt, the Telford Park School SFA does not terminate or suspend the Lakeside SFA but amends, re-states and supersedes it.
- 4.3 The Secretary of State and the Incoming Party agree that with effect from the Transfer Date, the Old Telford Priory SFA shall be varied in accordance with the new supplemental funding agreement contained in Schedule 3 (the "New Telford Priory School SFA"). For the avoidance of doubt, the New Telford Priory School SFA does not terminate or suspend the Old Telford Priory SFA but amends, re-states and supersedes it.

**5 TERMINATION AND RELEASE OF THE TCMAT MFA**

5.1 The Parties agree that the TCMAT MFA between the Secretary of State and the Outgoing Party is terminated with effect from the Transfer Date.

5.2 The Secretary of State and the Outgoing Party hereby release and discharge the other from all claims or demands under or in connection with the TCMAT MFA whether arising before or on the date of this deed, and release each other from all future obligations to the other under the TCMAT MFA.

**6 AFFIRMATION OF AGREEMENT**

Subject to the terms of this Deed, the Agreement shall remain in full force and effect.

**7 THIRD PARTY RIGHTS**

A person who is not a party to this Deed shall not have any rights under or in connection with it.

**8 GOVERNING LAW**

This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

**9 JURISDICTION**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this deed or its subject matter or formation (including non-contractual disputes or claims).

**10 COUNTERPARTS**

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:- )

*David McKie*

Duly authorised by the Secretary of State for Education



Date *20 October 2015*

EXECUTED as a deed by acting  
by: TELFORD CO-OPERATIVE  
MULTI-ACADEMY TRUST

*P. Farley*

Director

Print name

*Peter Farley*

Date

*15/10/15*

Witnessed by

*Y. M. Chadwick*

Signature

Full name

*Yvonne M. Chadwick*

Address

*179 Holmhead Rd, Wellington  
Telford, TF1 2DP*

Occupation

*Executive Assistant.*

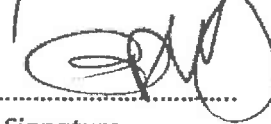
EXECUTED as a deed by  
COMMUNITY ACADEMIES  
TRUST acting by:



Director

Print name PHILIP HAMILTON

Date 15/10/15

Witnessed by 

Signature

Full name EDWARD MAY

Address BIRCHWOOD PRIMARY SCHOOL

Occupation EXERCISES MANAGER

**SCHEDULE 1**

**TELFORD LANGLEY SCHOOL SFA**



**SCHEDULE 2**

**TELFORD PARK SCHOOL SFA**