

**DEED OF NOVATION AND VARIATION  
OF THE  
SUPPLEMENTAL FUNDING AGREEMENT FOR NEW BRIDGE ACADEMY**

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) **TRINITY ACADEMY NEWCASTLE**, a charitable company incorporated in England and Wales with registered company number 08449062 whose registered address is at Trinity Academy Newcastle, Condercum Road, Newcastle upon Tyne, NE4 8XJ ("**Trinity**"); and

(3) **THE ASCENT ACADEMIES' TRUST**, a charitable company incorporated in England and Wales with registered company number 08098007 whose registered address is at Portland Academy, Weymouth Road, Chapelgarth, Sunderland, SR3 2NQ (the "**Company**"),

together referred to as the "Parties".

## **INTRODUCTION**

- A. New Bridge Academy is an academy within the meaning of the Academies Act 2010 (the "**academy**") and is currently operated by the Company (a multi academy trust).
- B. The Secretary of State and the Company entered into a supplemental funding agreement dated on or about 1 February 2013 relating to the establishment, maintenance and funding of Springwell Dene Academy as amended and restated by a Deed of Variation dated 27 June 2014 (the "**Springwell Agreement**").
- C. The Secretary of State and the Company entered into a supplemental funding agreement dated on or about 1 July 2014 relating to the establishment, maintenance and funding of the Castlegreen Academy (the "**Castlegreen Agreement**").
- D. The Secretary of State and the Company entered into a Deed of Variation and Termination dated 14 August 2015 which terminated the Springwell Agreement as a result of the amalgamation of Castlegreen Academy and Springwell Dene Academy. With effect from 1 September 2015, the Castlegreen Agreement was amended and restated in the form of the supplemental funding agreement set out in Schedule 1, which was further amended and re-stated by a Deed of Variation

dated 14 August 2018 (the "**Agreement**") for the maintenance and funding of the academy (attached as Schedule 2).

- E. It is proposed that, with effect from 00.01 am on 1 December 2018 ("**Transfer Date**"), Trinity will assume responsibility for the management and operation of the academy in succession to the Company.
- F. The Parties wish to novate the Agreement to Trinity and the Secretary of State and Trinity 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 Trinity with effect from the Transfer Date. With effect from the Transfer Date, Trinity 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 Trinity.

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 Trinity and the Secretary of State.

4. With effect from the Transfer Date, Trinity 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 Trinity 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 Trinity 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 Trinity were the original party to the Agreement instead of the Company.

## **INDEMNITY**

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

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

## **VARIATION**

11. The Secretary of State and Trinity 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 3 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 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 29 November 2018

EXECUTED as a deed by  
**TRINITY ACADEMY**  
**NEWCASTLE** acting by one  
director in the presence of a  
witness:

Director *P. J. Carter*  
Print name P. J. CARTER  
Date 23.11.2018

Witness *J. Woodie*  
Print name J. WOODIE  
Address [REDACTED]  
Occupation FINANCE

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

Director *Carolyn Morgan*  
Print name CAROLYN MORGAN  
Date 26.11.18

Witness *Michael Little*  
Print name MICHAEL LITTLE  
Address [REDACTED]  
Occupation ACCOUNTANT