

**DEED OF NOVATION AND VARIATION
OF THE
FUNDING AGREEMENT FOR CARSHALTON HIGH SCHOOL FOR GIRLS**

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) **GIRLS' LEARNING TRUST (formerly known as Nonsuch and Wallington Education Trust)**, a charitable company incorporated in England and Wales with registered company number 07627961 whose registered address is at Nonsuch High School for Girls, Ewell Road, Cheam, Sutton, Surrey, SM3 8AB ("**GLT**"); and

(3) **THE CARSHALTON GIRLS EDUCATIONAL TRUST**, a charitable company incorporated in England and Wales with registered company number 07635770 whose registered address is at Carshalton High School for Girls, West Street, Carshalton, Surrey, SM5 2QX (the "**Carshalton**"),

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

INTRODUCTION

- A. Carshalton High School for Girls is an Academy school within the meaning of the Academies Act 2010 (the "**Academy**") and is currently operated by Carshalton.
- B. The Secretary of State and Carshalton entered into a funding agreement on 27 May 2011 (the "**Funding 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 April 2018 ("**Transfer Date**"), GLT will assume responsibility for the management and operation of the Academy in succession to Carshalton.
- D. The Parties wish to novate the Funding Agreement to GLT and the Secretary of State and GLT wish to vary the terms of the Funding Agreement subject to the provisions of this Deed.

LEGAL AGREEMENT

- 1. Any word or phrase used in this Deed, if that word or phrase is defined in the Funding Agreement, shall (unless otherwise defined in this Deed) bear the meaning given to it in the Funding Agreement.

NOVATION

2. Carshalton transfers all its rights and obligations under the Funding Agreement to GLT with effect from the Transfer Date. With effect from the Transfer Date, GLT shall enjoy all the rights and benefits of Carshalton under the Funding Agreement and all references to Carshalton in the Funding Agreement shall be read and construed as references to GLT.
3. With effect from the Transfer Date, GLT agrees to perform the Funding Agreement and be bound by its terms in every way as if it were the original party to it in place of Carshalton.
4. With effect from the Transfer Date, The Secretary of State agrees to perform the Funding Agreement and be bound by its terms in every way as if GLT were the original party to it in place of the Carshalton.

OBLIGATIONS AND LIABILITIES

5. With effect from the Transfer Date, Carshalton and the Secretary of State release each other from all future obligations to the other under the Funding Agreement.
6. With effect from the Transfer Date, Carshalton and the Secretary of State release and discharge the other from all claims and demands under or in connection with the Funding Agreement arising before on or after the Transfer Date.
7. With effect from the Transfer Date, GLT and the Secretary of State will have the right to enforce the Funding Agreement and pursue any claims and demands under the Funding Agreement against the other with respect to matters arising before, on or after the Transfer Date as though GLT was the original party to the Funding Agreement instead of Carshalton.

VARIATION

8. The Secretary of State and GLT agree that with effect from the Transfer Date the Funding Agreement shall be amended and restated in the form of the supplemental funding agreement set out in Schedule 2 to this Deed (the "**Supplemental Funding Agreement**").

9. For the avoidance of doubt, the Supplemental Funding Agreement does not terminate or suspend the Funding Agreement, but amends and re-states it.

GOVERNING LAW AND JURISDICTION

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 **GIRLS'**
LEARNING TRUST 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**
CARSHALTON GIRLS
EDUCATIONAL TRUST acting
by one director in the presence
of a witness:

Director
Print name.....
Date

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

Schedule 1
Funding Agreement

Schedule 2
Supplemental Funding Agreement