

# FREEDOM OF INFORMATION REDACTION SHEET

## LINK EDUCATION TRUST

### DEED OF NOVATION AND VARIATION

<p><b>Exemptions in full</b></p> <p>n/a</p> <p><b>Partial exemptions</b></p> <p>Personal Information has been redacted from this document under Section 40 of the Freedom of Information (FOI) Act.</p> <p>Section 40 of the FOI Act concerns personal data within the meaning of the Data Protection Act 1998.</p>	
Factors for disclosure	Factors for Withholding
<ul style="list-style-type: none"><li>▪ further to the understanding of and increase participation in the public debate of issues concerning Academies.</li><li>▪ to ensure transparency in the accountability of public funds</li></ul>	<ul style="list-style-type: none"><li>▪ To comply with obligations under the Data Protection Act</li></ul>
<p><u>Reasons why public interest favours withholding information</u></p> <p>Whilst releasing the majority of the <b>LINK EDUCATION TRUST DEED OF NOVATION AND VARIATION</b> will further the public understanding of Academies. The whole of the <b>LINK EDUCATION TRUST DEED OF NOVATION AND VARIATION</b> cannot be revealed. If the personal information redacted was to be revealed under the FOI Act, Personal Data and Commercial interests would be prejudiced.</p>	

**HEALING MULTI ACADEMY TRUST**

**DEED OF NOVATION AND VARIATION  
OF  
SUPPLEMENTAL FUNDING AGREEMENTS**

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) **HEALING MULTI ACADEMY TRUST**, a charitable company incorporated in England and Wales with registered company number 07345756 whose registered address is at Low Road, Healing, Grimsby, North East Lincolnshire, DN41 7QD ("**HMAT**"); and

(3) **LINK EDUCATION TRUST**, a charitable company incorporated in England and Wales with registered company number 07842369 whose registered address is at Hartsholme Academy, Carrington Drive, Lincoln, Lincolnshire, LN6 0DE (the "**Company**"),

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

## **INTRODUCTION**

- A. The academies listed in Schedule 1 are academies within the meaning of the Academies Act 2010 (each an "**Academy**" and together the "**Academies**") and are currently operated by the Company (a multi academy trust).
- B. The Secretary of State and the Company entered into a Supplemental Funding Agreement in respect of each Academy (the "**Existing SFA's**") for the maintenance and funding of each Academy (attached as Schedule 2).
- C. It is proposed that, with effect from 00.01 am on *1 November* 2018 ("**Transfer Date**"), HMAT will assume responsibility for the management and operation of each of the Academies in succession to the Company.
- D. The Parties wish to novate the Existing SFA's to HMAT and the Secretary of State and at the same time, the Parties have agreed to amend and restate the terms of each of the Existing SFA's on the terms set out in the Amended Supplementary Funding Agreements ("**Amended SFA's**") for each Academy, attached as Schedule 3.

## **LEGAL AGREEMENT**

- 1. Any word or phrase used in this Deed shall, if that word or phrase is defined in the Amended SFA's, bear the meaning given to it in the Amended SFA's.

## **NOVATION**

2. The Company transfers all of its rights and obligations under the Existing SFA's to HMAT with effect from the Transfer Date. With effect from the Transfer Date, HMAT shall enjoy all the rights and benefits of the Company under each of the Existing SFA's and all references to the Company in the Existing SFA's shall be read and construed as references to HMAT.

3. The references in the Existing SFA's (as amended by the Amended SFA's) to the Master Funding Agreement between the Company and the Secretary of State shall be read as a reference to the Master Funding Agreement entered into between HMAT and the Secretary of State on 26 May 2016. For the avoidance of doubt the Master Funding Agreement entered into between the Company and the Secretary of State on 26 May 2016 shall not be novated to HMAT pursuant to this Deed.

4. With effect from the Transfer Date, HMAT agrees to perform each of the Existing SFA's and be bound by the terms of each of the Existing SFA's 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 each of the Existing SFA's and be bound by the terms of each of the Existing SFA's in every way as if HMAT 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 each of the Existing SFA's.

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 Existing SFA's arising after the Transfer Date.

8. Each of HMAT and the Secretary of State will have the right to enforce each of the Existing SFA's and pursue any claims and demands under any of the Existing SFA's against the other with respect to matters arising before, on or after the date of this Deed as though HMAT were the original party to each of the Existing SFA's instead of the Company.

## **INDEMNITY**

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

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

## **VARIATION**

11. The Secretary of State, HMAT and the Company agree that with effect from the Transfer Date each of the Existing SFA's shall be amended and restated on the terms of the respective Amended SFA's set out in Schedule 3 to this Deed. For the avoidance of doubt the Amended SFA's do not terminate the Existing SFA's but further amend and restate them.

12. As varied by this Deed, the Existing SFA's 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.

authenticated by: [redacted]

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

Date..... 31 October 2018

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

Director ..... [redacted] .....  
Print name..... [redacted] .....  
Date ..... [redacted] .....

Witness ..... [redacted] .....  
Print name.. [redacted] .....  
Address... [redacted] .....  
Occupation... Solicitor .....

EXECUTED as a deed by acting by **LINK EDUCATION 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 affixing the corporate seal )  
of **THE SECRETARY OF STATE FOR EDUCATION** )  
authenticated by:- )



.....  
[Redacted Signature]

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

Date..... 31 October 2018

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

Director [Redacted] .....  
Print name.. [Redacted] .....  
Date .. 17 OCTOBER 2018

Witness [Redacted] .....  
Print name [Redacted] .....  
Address [Redacted] .....  
Occupation DIRECTOR OF ANANCE

**Schedule 1**  
**Academies**

**Hartsholme Academy**, Carrington Drive, Lincoln, LN6 0DE

**St Giles Academy**, Addison Drive, Lincoln, LN2 4LQ

**Woodlands Academy**, Pinewood Crescent, Grimsby, DN33 1RJ



**Schedule 2**  
**Existing SFA's**

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**Schedule 3**  
**Amended SFA's**