

FREEDOM OF INFORMATION REDACTION SHEET

The West Grantham Academies Trust

Deed of Novation and Variation

<p>Exemptions in full</p> <p>n/a</p> <p>Partial exemptions</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">▪ further to the understanding of and increase participation in the public debate of issues concerning Academies.▪ to ensure transparency in the accountability of public funds	<ul style="list-style-type: none">▪ To comply with obligations under the Data Protection Act
<p><u>Reasons why public interest favours withholding information</u></p> <p>Whilst releasing the majority of The West Grantham Academies Trust Deed of Novation and Variation will further the public understanding of Academies, the whole of The West Grantham Academies Trust Deed of Novation and Variation 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>	

West Grantham Academies Trust, East Midlands and the Humber RSC Region

**DEED OF NOVATION AND VARIATION
OF THE
SUPPLEMENTAL FUNDING AGREEMENTS FOR BLUECOAT MERES PRIMARY
ACADEMY AND BLUECOAT MERES 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) **DIOCESE OF SOUTHWELL AND NOTTINGHAM MULTI-ACADEMY TRUST**, a charitable company incorporated in England and Wales with registered company number 08738949 whose registered address is at Jubilee House, Westgate, Southwell, Nottinghamshire, NG25 0JH ("**DSNMAT**"); and

(3) **THE WEST GRANTHAM ACADEMIES TRUST**, a charitable company incorporated in England and Wales with registered company number 07489113 whose registered address is at Trust Office, The Avenue, Grantham, Lincolnshire, England, NG31 7PX (the "**Company**"),

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

INTRODUCTION

- A. The Bluecoat Meres Primary Academy and Bluecoat Meres Academy 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 supplemental funding agreement in relation to Bluecoat Meres Academy (previously known as the West Grantham Academy St Hugh's) on 31 January 2011 (the "**St Hugh's Agreement**") for the maintenance and funding of Bluecoat Meres Academy (attached as Schedule 1).
- C. The Secretary of State and the Company entered into a supplemental funding agreement in relation to Bluecoat Meres Primary Academy (previously known as the West Grantham Academy Spitalgate and also West Grantham Academy St John's) on 31 January 2011 as varied by a deed of variation dated 4 April 2014 (the "**St John's Agreement**") for the maintenance and funding of Bluecoat Meres Primary Academy (attached as Schedule 2).
- D. It is proposed that, with effect from 00.01 am on 1 January 2021 ("**Transfer Date**"), DSNMAT will assume responsibility for the management and operation of the Academies in succession to the Company

- E. The Parties wish to novate the St Hugh's Agreement and the St John's Agreement (together "**the Agreements**") to DSNMAT and the Secretary of State and DSNMAT 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 DSNMAT with effect from the Transfer Date. With effect from the Transfer Date, DSNMAT 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 DSNMAT

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 DSNMAT and the Secretary of State.

4. With effect from the Transfer Date, DSNMAT agrees to perform the Agreements and be bound by their terms in every way as if it were the original party to the Agreements 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 DSNMAT were the original party to the Agreements 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 DSNMAT 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 DSNMAT were the original party to the Agreements instead of the Company.

INDEMNITY

9. NOT USED.

10. NOT USED.

VARIATION

11. The Secretary of State and DSNMAT 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 (in relation to The Bluecoat Meres Academy (formerly West Grantham Academy St Hugh's) to be known as West Grantham Church of England Secondary Academy from the Transfer Date) and Schedule 4 (in relation to The Bluecoat Meres Primary Academy (formerly West Grantham Academy St John's) to be known as West Grantham Church of England Primary Academy from the Transfer Date) 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.

Schedule 1
St Hugh's Agreement

Schedule 2
St John's Agreement

Schedule 3

**Amended Supplemental Funding Agreement – West Grantham Church of
England Secondary Academy**

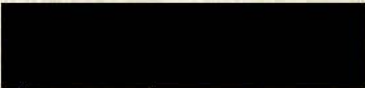
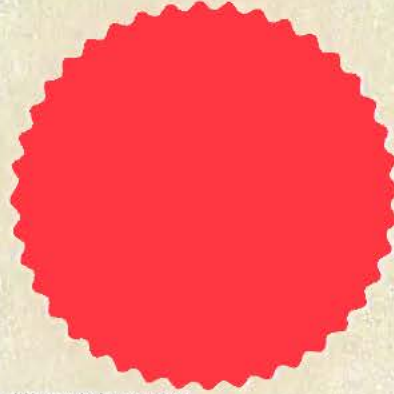
West Grantham Academies Trust, East Midlands and the Humber RSC Region

Schedule 4

**Amended Supplemental Funding Agreement – West Grantham Church of
England Primary Academy**

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.

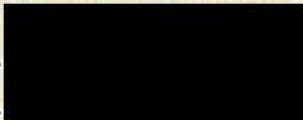
EXECUTED as a deed by affixing the corporate seal
of **THE SECRETARY OF STATE FOR EDUCATION**
authenticated by:-



Duly authorised by the **SECRETARY OF STATE FOR EDUCATION**
Date..... 21/12/2020

EXECUTED as a deed by
**DIOCESE OF SOUTHWELL
AND NOTTINGHAM MULTI-
ACADEMY TRUST** acting by
one director in the presence of a
witness:

Director
Print name.....
Date 7-12-2020



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

Director ... 
Print name
Date ..07/12/20.....

