

Deed of Novation and Variation
of the
Funding Agreement
for
St Thomas More Roman Catholic Academy

muckle^{LLP}

Muckle LLP
Time Central
32 Gallowgate
Newcastle upon Tyne
NE1 4BF

- 2.1.1 the Company shall transfer all its rights and obligations under the Agreement to Bishop Bewick;
- 2.1.2 Bishop Bewick 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 Bishop Bewick.
- 2.1.3 Bishop Bewick agrees to perform the Agreement and be bound by its terms in every way as if it were the original party to them in place of the Company; and
- 2.1.4 the Secretary of State agrees to perform the Agreement and be bound by its terms in every way as if Bishop Bewick were the original party to it in place of the Company.

3. **Obligations and Liabilities**

- 3.1 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.
- 3.2 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.
- 3.3 Each of Bishop Bewick 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 Bishop Bewick were the original party to the Agreement instead of the Company.

4. **Indemnity**

The Company agrees to indemnify Bishop Bewick against any losses, liabilities, claims, damages or costs that Bishop Bewick 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.

5. **Variation**

- 5.1 The Secretary of State and Bishop Bewick 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 2 to this Deed.
- 5.2 Except as varied by this Deed, the Agreement shall remain in full force and effect.
- 5.3 This Deed shall be governed by and interpreted in accordance with English law.

5.4 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).

6. 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:)

.....

Duly authorised by **The Secretary of State for Education**
Date.....

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

Director
Print name.....
Date

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

Executed as a deed by **Bishop Bewick Catholic Education 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
Amended Funding Agreement