

**DEED OF NOVATION AND VARIATION  
OF THE  
FUNDING AGREEMENT FOR TREDWORTH INFANT AND NURSERY ACADEMY**

**THIS DEED** is dated the 25th day of June 2025

## **PARTIES**

(1) **THE SECRETARY OF STATE FOR EDUCATION** of Sanctuary Buildings, Great Smith Street, London, SW1P 3BT (the "**Secretary of State**");

(2) **SAND ACADEMIES TRUST**, a charitable company incorporated in England and Wales with registered company number 11968610 whose registered address is at C/O The Milestone School, Longford Lane, Longlevens, Gloucester, United Kingdom, GL2 9EU (the "**Incoming Academy Trust**"); and

(3) **TREDWORTH INFANT AND NURSERY ACADEMY**, a charitable company incorporated in England and Wales with registered company number 08895977 whose registered address is at Tredworth Infant and Nursery Academy, Victory Road, Gloucester, Gloucestershire, GL1 4QF (the "**Company**"), together referred to as the "**Parties**".

## **BACKGROUND**

- A. Tredworth Infant and Nursery Academy is an academy within the meaning of the Academies Act 2010 (the "**Academy**") and is currently operated by the Company (a single academy trust).
- B. The Secretary of State and the Company entered into a Funding Agreement on 27 March 2014 (the "**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 July 2025 (the "**Transfer Date**"), the Incoming Academy Trust will assume responsibility for the management and operation of the Academy in succession to the Company.
- D. The Parties wish to novate the Agreement to the Incoming Academy Trust, and the Secretary of State and the Incoming Academy Trust wish to vary the terms of the Agreement subject to the provisions of this Deed.

## **AGREED TERMS**

### **1. DEFINITIONS**

In this Deed, unless the context otherwise requires, expressions defined in the Agreement and used in this Deed shall have the meaning set out in the Agreement. The rules of interpretation set out in the Agreement apply to this Deed.

## **2. NOVATION**

- 2.1. The Company transfers all its rights, liabilities and obligations under the Agreement to the Incoming Academy Trust with effect from the Transfer Date. With effect from the Transfer Date, the Incoming Academy Trust 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 the Incoming Academy Trust.
- 2.2. Not used.
- 2.3. With effect from the Transfer Date, the Incoming Academy Trust 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.
- 2.4. 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 the Incoming Academy Trust were the original party to it in place of the Company.

## **3. RELEASE AND WAIVER**

- 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 the Incoming Academy Trust 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 Transfer Date as though the Incoming Academy Trust were the original party to the Agreement instead of the Company.

- 3.4. Neither the Incoming Academy Trust nor the Secretary of State waives any rights to pursue individual directors or trustees of the Company in relation to any liabilities arising from that individual's breach of trust or breach of duty (whether knowingly or recklessly) or from any fraud or any criminal act or omission on the part of that individual.

#### **4. INDEMNITY**

The Incoming Academy Trust 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 the Incoming Academy Trust's failure to perform or satisfy its obligations under the Agreement on or after the Transfer Date.

#### **5. VARIATION**

- 5.1. The Secretary of State and the Incoming Academy Trust 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. As varied by this Deed, the Agreement shall remain in full force and effect.

#### **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.

#### **7. GOVERNING LAW**

This Deed shall be governed by and interpreted in accordance with English law.

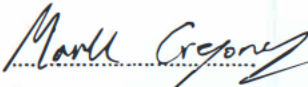
#### **8. JURISDICTION**

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).



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:-



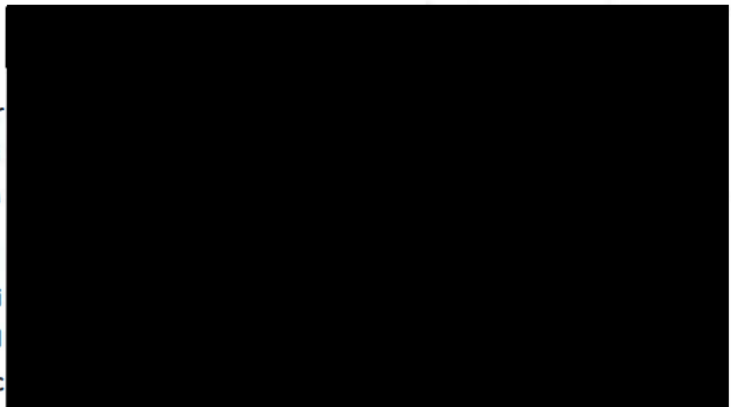
Duly authorised by the **SECRETARY OF STATE FOR EDUCATION**

Date 25-06-2025



EXECUTED as a deed by the  
**Incoming Academy Trust**  
acting by one director in the  
presence of a witness:

Dir  
Pri  
Da  
  
Wi  
Pri  
Ad  
Oc



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

Director  
Print na  
Date .../...

Witness  
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