

(1) THE SECRETARY OF STATE FOR EDUCATION

and

(2) ST MARY'S ACADEMY TRUST

and

(3) HCAT

**DEED OF NOVATION AND VARIATION OF THE FUNDING AGREEMENT
FOR QUEENS ROAD ACADEMY, DARTON PRIMARY SCHOOL, THE MILL ACADEMY AND
WEST MEADOWS PRIMARY SCHOOL**

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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) **ST MARY'S ACADEMY TRUST**, a charitable company incorporated in England and Wales with registered company number 07917752 whose registered address is at Schofield Sweeney LLP Springfield House, 76 Wellington Street, Leeds, West Yorkshire, LS1 2AY (“the **Company**”); and
- (3) **HCAT**, a charitable company incorporated in England and Wales with registered company number 08654591 whose registered address is at Unit 7 Dodworth Business Park, Dodworth, Barnsley, S75 3SP (“**HCAT**”);

together referred to as the “**Parties**”.

INTRODUCTION

- (A) Queens Road Academy, Darton Primary School, The Mill Academy and West Meadows Primary School 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 the following supplemental funding agreements for the maintenance and funding of the Academies:
 - (i) Supplemental Funding Agreement for Queens Road Academy dated 30th August 2013 as varied by a deed of variation dated 28th January 2016;
 - (ii) Supplemental Funding Agreement for Darton Primary School dated 31st January 2014 as varied by a deed of variation dated 28th January 2016;
 - (iii) Supplemental Funding Agreement for The Mill Academy dated 28th August 2014 as varied by a deed of variation dated 29th September 2015 and a further deed of variation dated 28th January 2016;
 - (iv) Supplemental Funding Agreement for West Meadows Primary School dated 28th November 2013 as varied by a deed of variation dated 28th January 2016.

together the '**Existing Supplemental Funding Agreements**' attached at Schedule 1.

- (C) It is proposed that, with effect from 00.01 am on 1 September 2025 (the “**Transfer Date**”), HCAT will assume responsibility for the management and operation of the Academies in succession to the Company.
- (D) The Parties wish to novate the Existing Supplemental Funding Agreements to HCAT and the Secretary of State and HCAT wish to vary the terms of the Existing Supplemental Funding 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 Existing Supplemental Funding Agreements, bear the meaning given to it in the Existing Supplemental Funding Agreements.

NOVATION

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

OBLIGATIONS AND LIABILITIES

6. With effect on and from the Transfer Date, the Company and the Secretary of State release each other from all future obligations to the other under the Existing Supplemental Funding 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 Existing Supplemental Funding Agreements arising on and after the Transfer Date.
8. With effect from the Transfer Date each of HCAT and the Secretary of State will have the right to enforce the Existing Supplemental Funding Agreements and pursue any claims and demands under the Existing Supplemental Funding Agreements against the other with respect to matters arising before, on or after the date of this Deed as though HCAT were the original party to the Existing Supplemental Funding Agreements instead of the Company.

INDEMNITY

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

VARIATION

11. The Secretary of State and HCAT agree that with effect on and from the Transfer Date the Existing Supplemental Funding Agreements shall be amended and restated so as to take effect in the form set out in Schedule 2 to this Deed.
12. As varied by this Deed, the Existing Supplemental Funding 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.

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)

[REDACTED]

[REDACTED]

authorised by the SECRETARY OF STATE FOR EDUCATION

Date..... 28 August 2025



EXECUTED as a deed by)
ST MARY'S ACADEMY TRUST)
acting by one director in the presence of a witness)

Director

Print name.....

Date

Witness

Print name.....

Address.....

Occupation.....

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)
ST MARY'S ACADEMY TRUST)
acting by one director in the presence of a witness)

Director1104BF39E9724BC.....

Print name.....

Date13-Aug-2025.....

Witness

Print name

Address...

Occupation

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EXECUTED as a deed by)
HCAT)
acting by one director in the presence of a witness)

Director ...

Print name

Date¹

Witness ...

Print name

Address ...

Occupation