

**DEED OF NOVATION AND VARIATION
OF THE
FUNDING AGREEMENT FOR RANGE HIGH SCHOOL**

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) **RANGE HIGH SCHOOL**, a charitable company incorporated in England and Wales with registered company number 07770687 whose registered address is at Range High School, Stapleton Road, Formby, Liverpool, L37 2YN ("**RANGE**"); and

(3) **SOUTHPORT LEARNING TRUST**, a charitable company incorporated in England and Wales with registered company number 07790934 whose registered address is at Southport Learning Trust, Mornington Road, Southport, PR9 0TT (the "**SLT**"),

together referred to as the "Parties".

INTRODUCTION

- A. Range High School 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 28 October 2011 as varied by deed of variation dated 6 April 2022 (the "**Agreement**") for the maintenance and funding of the academy.
- C. It is proposed that, with effect from 00.01 am on 1 September 2024 (the "Transfer Date"), SLT will assume responsibility for the management and operation of the academy in succession to RANGE.
- D. The Parties wish to novate the Agreement to SLT and the Secretary of State and SLT wish to vary the terms of the Agreement 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 Agreement, bear the meaning given to it in the Agreement.

NOVATION

2. RANGE transfers all its rights and obligations under the Agreement to SLT with effect from the Transfer Date. With effect from the Transfer Date, SLT shall enjoy all the rights and benefits of the Company under the Agreement and all references to RANGE in the Agreement shall be read and construed as references to SLT.

3. With effect from the Transfer Date, SLT 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 RANGE.

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 SLT were the original party to it in place of RANGE.

OBLIGATIONS AND LIABILITIES

5. With effect from the Transfer Date, RANGE and the Secretary of State release each other from all future obligations to the other under the Agreement.

6. Each of RANGE 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.

7. Each of SLT 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 SLT were the original party to the Agreement instead of RANGE.

INDEMNITY

8. RANGE agrees to indemnify SLT against any losses, liabilities, claims, damages or costs that SLT suffers or incurs under or in connection with the Agreement as a result of RANGE's failure to perform or satisfy its obligations under the Agreement on or before the Transfer Date.

9. SLT agrees to indemnify RANGE against any losses, liabilities, claims, damages or costs RANGE suffers or incurs under or in connection with the Agreement as a result of SLT's

failure to perform or satisfy its obligations under the Agreement on or after the Transfer Date.

VARIATION

10. The Secretary of State and SLT 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 the Schedule to this Deed.

11. As varied by this Deed, the Agreement shall remain in full force and effect.

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

13. 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

14. 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..... 06/03/24



EXECUTED as a deed by
Southport Learning 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 **Range**
High School acting by one
director in the presence of a
witness:

Director
Print name.....
Date 29 Apr 24

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