

FREEDOM OF INFORMATION REDACTION SHEET

Forest Way School

Deed of Novation 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 Forest Way School Deed of Novation Variation will further the public understanding of Academies, the whole of these documents cannot be revealed. If the personal information redacted were to be revealed under the FOI Act, Personal Data and Commercial interests would be prejudiced.</p>	

**DEED OF NOVATION AND VARIATION
OF THE
SUPPLEMENTAL FUNDING AGREEMENT FOR FOREST WAY SCHOOL**

THIS DEED is dated the 29th day of May 2025

PARTIES

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

(2) **OPEN THINKING PARTNERSHIP**, a charitable company incorporated in England and Wales with registered company number 08071851 whose registered address is at Dorothy Goodman School, Stoke Road, Hinckley, Leicestershire, LE10 0EA (the "**Incoming Academy Trust**"); and

(3) **FOREST WAY SCHOOL**, a charitable company incorporated in England and Wales with registered company number 07931627 whose registered address is at Forest Way School, Warren Hills Road, Coalville, Leicestershire, LE67 4UU (the "**Company**"), together referred to as the "**Parties**".

BACKGROUND

- A. Forest Way School is an academy within the meaning of the Academies Act 2010 (the "**academy**") and is currently operated by the Company (a multi academy trust).
- B. The Secretary of State and the Company entered into a Supplemental Funding Agreement on 1 March 2012 subsequently varied by deeds of variation on 30 August 2017, 10 March 2020, 28 September 2021 and 29 March 2023 (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 June 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. The references in the Agreement 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 the Incoming Academy Trust and the Secretary of State.

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 date of this Deed 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**)



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

Date 29/05/2025

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

Director

Print name.....

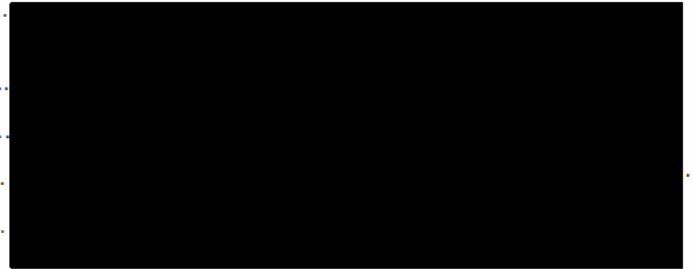
Date

Witness

Print name.....

Address.....

Occupation.....



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

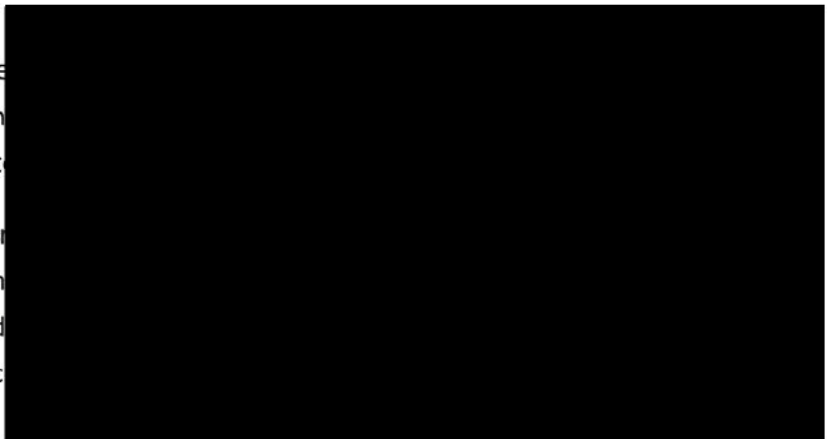
Director
Print name.....
Date

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

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

Dire
Prin
Dat

Witn
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Add
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Schedule 1
Supplemental Funding Agreement

Schedule 2
Amended Supplemental Funding Agreement