Docusign Envelope ID: D3E0E9C0-E131-8BD6-81F9-8A511683F228

# DEED OF NOVATION AND VARIATION
# OF THE
# FUNDING AGREEMENT FOR OLD EARTH PRIMARY SCHOOL

Docusign Envelope ID: D3E0E9C0-E131-8BD6-81F9-8A511683F228

**THIS DEED** is dated the day of 26 August 2026

**PARTIES**

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

(2) **POLARIS MULTI ACADEMY TRUST**, a charitable company incorporated in England and Wales with registered company number 07737429 whose registered address is at Polaris Multi Academy Trust, Riverside House Lacy Way, Lowfields Business Park, Elland, HX5 9DB (the "**Incoming Academy Trust**"); and

(3) **OLD EARTH SCHOOL** , a charitable company incorporated in England and Wales with registered company number 07726649 whose registered address is at Lower Edge Road, Elland, West Yorkshire, HX5 9PL (the "**Company**"),

together referred to as the "**Parties**".

**BACKGROUND**

A. Old Earth Primary 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 or around 31 August 2011 (the "**Funding 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 September 2026 (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 Funding Agreement to the Incoming Academy Trust, and the Secretary of State and the Incoming Academy Trust wish to vary the terms of the Funding Agreement subject to the provisions of this Deed.

**AGREED TERMS**

1. **DEFINITIONS**

Docusign Envelope ID: D3E0E9C0-E131-8BD6-81F9-8A511683F228

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

## 2. NOVATION

2.1. The Company transfers all its rights, liabilities and obligations under the Funding 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 Funding Agreement and all references to the Company in the Funding 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 Funding 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 Funding 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 Funding 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 Funding 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 Funding 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 Funding Agreement instead of the Company.

Docusign Envelope ID: D3E0E9C0-E131-8BD6-81F9-8A511683F228

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 Funding Agreement as a result of the Incoming Academy Trust's failure to perform or satisfy its obligations under the Funding 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 Funding Agreement shall be amended and restated so as to take effect in the form set out in Schedule 2 to this Deed (the "**SFA**").

5.2. As varied by this Deed, the Funding 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 26 August 2026

EXECUTED as a deed by the **Polaris Multi Academy Trust** acting by two directors:

[redacted]

EXECUTED as a deed by **Old Earth School** acting by two directors:

Docusign Envelope ID: D3E0E9C0-E131-8BD6-81F9-8A511683F228

# Schedule 1
# Funding Agreement

Docusign Envelope ID: D3E0E9C0-E131-8BD6-81F9-8A511683F228

# Schedule 2

# SFA