

DATED 29 April 2019

DEED OF CONFIRMATION AND VARIATION

RELATING TO

SUPPLEMENTAL AGREEMENT FOR

HASMONEAN HIGH SCHOOL

MADE BETWEEN

(1) THE SECRETARY OF STATE FOR EDUCATION

AND

(2) JEWISH SECONDARY SCHOOLS MOVEMENT

AND

(3) THE HASMONEAN MULTI-ACADEMY TRUST

Bath
Birmingham
Cambridge
Leeds
London

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) **JEWISH SECONDARY SCHOOLS MOVEMENT** registered at Charities Commission with charity number 313109 (the “**Trustee**”); and

(3) **THE HASMONEAN MULTI-ACADEMY TRUST** a company limited by guarantee registered at Companies House with company number 07706488 (the “**Academy Trust**”);

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

INTRODUCTION

- A. The Secretary of State, the Trustee and the Academy Trust (under its previous name “Hasmonean High School”) entered into a Supplemental Agreement dated 1st October 2011 (the “**Supplemental Agreement**”), a copy of which is annexed at Schedule 1, relating to the academy known as Hasmonean High School.
- B. The Academy Trust formerly known as Hasmonean High School is now known as The Hasmonean Multi-Academy Trust.
- C. The parties to the Supplemental Agreement wish to vary the terms of the Supplemental Agreement subject to the provisions of this Deed in acknowledgement of the completion of a deed of variation to amend the single funding agreement in respect of Hasmonean High School which was made under section 1 of the Academies Act 2010 between the Secretary of State and the Academy Trust, so that the Supplemental Agreement shall relate only to the academy known as Hasmonean High School for Boys.

CONFIRMATION

- 1. For the avoidance of doubt, the Parties acknowledge and agree that the Supplemental Agreement annexed at Schedule 1 to this Deed represents the contractual agreement between the Parties, in full force and effect, and agree that that Supplemental Agreement is deemed to have been delivered as a deed on 1st October 2011.

VARIATION

- 2. From and including 1 May 2019, the Supplemental Agreement shall be read and construed as varied by the provisions set out in Schedule 2.

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

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

5. 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

6. This Deed may be executed in any number of counterparts and by the Parties 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.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Executed by **JEWISH
SECONDARY SCHOOLS
MOVEMENT** acting by a director,
being a director of THE TRUSTEES
OF THE J.S.S.M. (the corporate
trustee)

[Handwritten signature]

.....

Director

[Handwritten signature]

.....

Witness

In the presence of

LULA OSKIS

Witness Name

HOLGERS HALL ROAD, NWLINA

Witness Address

HEAD OF OPERATION

Witness Occupation

The CORPORATE SEAL of the **SECRETARY**)
OF STATE FOR EDUCATION hereunto)
affixed is authenticated by)



[Handwritten Signature]

Authorised Signatory

Executed by **HASMONEAN MULTI-ACADEMY TRUST** acting by one director

[Handwritten Signature]

Director

[Handwritten Signature]

Witness

In the presence of

Lulu OSWIS

Witness Name

HOLDERS HILL ROAD NWU IWA

Witness Address

HEAD OF OPERATIONS.

Witness Occupation

Schedule 1
Supplemental Agreement

Dated

1/10/

2011

SUPPLEMENTAL AGREEMENT

relating to

LAND AT HASMONEAN HIGH SCHOOL

between

SECRETARY OF STATE FOR EDUCATION (1)

JEWISH SECONDARY SCHOOLS MOVEMENT (2)

Stone King LLP
16 St John's Lane
London
EC1M 4BS
T: 020 7796 1007
F: 020 7796 1017
DX 53314 Clerkenwell

Also at:

13 Queen Square
Bath
BA1 2HJ
T: 01225 337599
F: 01225 335437
DX 8001 Bath

Wellington House
East Road
Cambridge
CB1 1BH
T: 01223 451070
F: 01223 451100

New Hall
Market Place
Melksham
Wiltshire
SN12 6EX

www.stoneking.co.uk



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1 INTRODUCTION

- 1.1 This Agreement is being entered into in acknowledgement of the completion of a funding agreement (the "**Funding Agreement**") made under section 1 of the Academies Act 2010 between the Secretary of State for Education ("the Secretary of State") and Hasmonian High School a company limited by guarantee registered at Companies House with company number 07706488 ("the **Academy Trust**").
- 1.2 This Agreement is made between the Secretary of State and Jewish Secondary Schools Movement ("**the Trustee**").
- 1.3 The Academy Trust is also a party to this Agreement and acknowledges the commitments made by both the Secretary of State and the Trustee.
- 1.4 In this Agreement the following words and expressions shall have the following meanings:-

"DfE" means Department for Education;

"Insured Risks" means fire lightning explosion earthquake storm tempest flood subsidence landslip heave impact terrorism bursting or overflowing of water tanks and pipes earthquake damage by aircraft and other aerial devices or articles dropped there from riot and civil commotion labour disturbance and malicious damage and such other risks as the Trustee insure against from time to time subject in all cases to any excesses exclusions or limitations as may from time to time be imposed by the insurers or underwriters;

"Land" means the land owned by the Trustee situated at and known as Hasmonian Boys High School Holders Hill Road Hendon London NW4 1NA and 2-4 Page Street Mill Hill London NW7 2EU and registered at the Land Registry under title numbers MX69007 and NGL196790 respectively.

- 1.5 The Interpretation Act 1978 shall apply for the interpretation of this Agreement as it applies for the interpretation of an Act of Parliament, and references to:

"party" means any party to this Agreement;

"persons" includes a body of persons, corporate or incorporate;

"school" shall where the context so admits be references to the Academy.

- 1.6 Expressions defined in this Agreement shall have the same meaning where used in any Annex to this Agreement.

2 **LEGAL AGREEMENT FOR USE OF LAND**

- 2.1 In consideration of:

2.1.1 the Academy Trust undertaking to the Secretary of State to establish and maintain, and to carry on or provide for the carrying on of, an independent school in England to be known as **Hasmonean High School** ("**the Academy**"); and

2.1.2 the Secretary of State agreeing to make payments to the Academy Trust in accordance with the conditions and requirements set out in the Funding Agreement

the Trustee undertakes to the Secretary of State to make the Land available for use by the Academy Trust in a manner consistent with any restrictions imposed on the Trustee at law and pursuant to any trust deed governing the Trustee's ownership of the Land and with the terms of this Agreement.

- 2.2 This Agreement shall commence on the date hereof and shall subject to clause 2.3 (and except in respect of clause 3.4) continue in force until the earlier of:

2.2.1 the termination of the Funding Agreement; and

2.2.2 the date upon which any termination of this Agreement arises pursuant to clause 4.

- 2.3 The termination of this Agreement howsoever arising is without prejudice to the rights, duties and liabilities of any party hereto accrued prior to termination.

- 2.4 Clause 3.4 of this Agreement shall continue to apply for as long as the Secretary of State has power to exercise any discretion in relation to the Land pursuant to Schedule 1 of the Academies Act 2010.

3 **PROTECTION OF PUBLIC INVESTMENT IN LAND**

- 3.1 Whilst the Academy operates from the Land otherwise than pursuant to a lease between the Trustee and the Academy Trust and in recognition of the funding provided by the Secretary of State to the Academy Trust for the running costs of the Academy, including, but not limited to, a grant advanced for the purposes of enabling repairs, servicing, maintenance and arranging for appropriate insurance of any buildings on the Land and its grounds, provided that the Academy Trust

meets the cost of such repairs, servicing, maintenance and insurance, the Trustee will:

- 3.1.1 facilitate any maintenance, upkeep or replacement of any buildings or facilities on the Land by the Academy Trust so that the Academy Trust may keep the Land in good repair and condition and may make good any damage it causes to the Land and / or any deterioration to the condition of the Land consequent upon its use of the same that may arise from the date of this Agreement;
 - 3.1.2 keep the Land insured in the joint names of the Academy Trust and the Trustee with a reputable insurance office against loss or damage by the Insured Risks in the sum the Academy Trust is advised represents the reinstatement value of the Land from time to time;
 - 3.1.3 pay the premiums for insurance promptly as they become due and maintain in force the policies of insurance on the Land;
 - 3.1.4 following the incidence of damage to or destruction of the Land and subject to receipt of all necessary consents licences permissions and the like apply the proceeds of the policy of the insurance received for those purposes in rebuilding and reinstating the Land (provided that this clause should be satisfied if the Academy Trust and/or the Trustee provides premises not necessarily identical to the Land as the same existing prior to such damage or destruction occurring) as soon as may be reasonably practicable;
 - 3.1.5 produce to the Secretary of State a copy of the insurance policy whenever reasonably requested and the receipt for the last or other evidence of renewal and up to date details of the amount of cover (but no more often than once in any period of 12 months in both cases);
 - 3.1.6 not knowingly do anything whereby any policy of insurance relating to the Land may become void or voidable; and
 - 3.1.7 insure against liability in respect of property owners' and third party risks including occupiers liability.
- 3.2 While the Academy operates from the Land or part of it pursuant to a lease between the Trustee and the Academy Trust in so far as clause 3 regulates occupation the terms of the lease shall prevail.
- 3.3 In so far as any Land qualifies as "publicly funded land" within the meaning of the Academies Act 2010 the Trustee hereby agree, for a period of 2 years from the date of this Agreement, not, without the prior written consent of the Secretary of

State (such consent not to be unreasonably withheld), to dispose of all or part of the Land.

- 3.4 In the exercise of any discretion that the Secretary of State shall have either in relation to the Land as a consequence of this agreement or pursuant to Schedule 1 of the Academies Act 2010, the Secretary of State agrees to comply with any guidance issued by him in relation to the disposal of publicly funded land that is no longer to be used for the Academy.

4 TERMINATION

The Trustee may give not less than two years written notice to the Academy Trust and the Secretary of State to terminate this Agreement, such notice to expire on 31st August 2013 or any subsequent anniversary of that date.

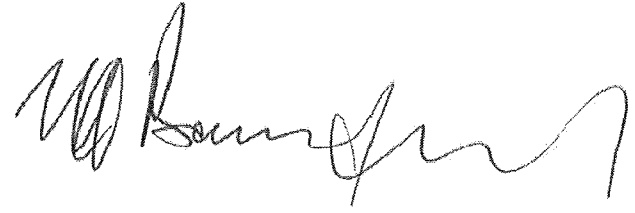
5 MISCELLANEOUS

- 5.1 Any notice or other communication concerning this Agreement shall be sent, in the case of a notice or communication from the Secretary of State to the Trustee at their registered office or such other addressee/address as may be notified in writing from time to time by the Trustee and, in the case of a notice or communication from the Trustee to the Secretary of State to Head of Academies Division, Department for Education, Sanctuary Buildings, Great Smith Street, London SW1P 3BT; or such other address as may be notified from time to time by the Secretary of State and where any such notice or communication is sent by post, unless the contrary is proved, it shall be deemed, subject to satisfactory proof of posting, to be effected at the time at which the letter would be received in the ordinary course of post.
- 5.2 No term of this Agreement is intended to give any entitlement as against any party to any person who is not a party to this Agreement and no term of this Agreement may be enforced by any person other than a party under the Contracts (Rights of Third Parties) Act 1999.
- 5.3 The obligations of the parties are several and for the avoidance of doubt none of the Academy Trust and Trustees shall be deemed to be liable in respect of the acts or omissions of the other as between these parties and the Secretary of State.
- 5.4 For the avoidance of doubt nothing in this Agreement is intended to vary or amend any provision of the Funding Agreement or any obligation arising under it.




This Agreement was executed as a Deed on

1/10/ 2011

Executed on behalf of **JEWISH**)
SECONDARY SCHOOLS MOVEMENT)
acting by a director in the presence of)



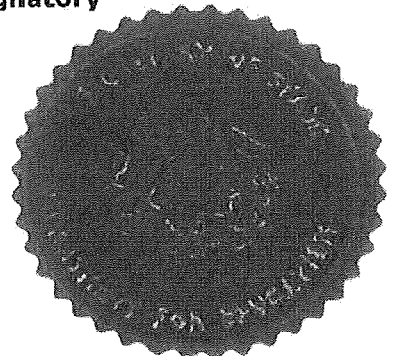
Director

W Signature: 
I
T Name: 
N Address: 
E
S
S Occupation OFFICE MANAGER.

The CORPORATE SEAL of the **SECRETARY**)
OF STATE FOR EDUCATION hereunto)
affixed is authenticated by)



Authorised Signatory



Executed on behalf of **HASMONEAN HIGH**)
SCHOOL acting by a director in the)
presence of)

Director

W Signature: _____

I
T Name:

N
E Address:

S
S Occupation

Schedule 2
Variations to the Supplemental Agreement

1. the “**Academy Trust**” shall mean The Hasmorean Multi-Academy Trust
2. the “**Academy**” shall mean Hasmorean High School for Boys
3. the “**Land**” shall mean the land owned by the Trustee situated at and known as Hasmorean Boys High School Holders Hill Road Hendon London NW4 1NA and registered at the Land Registry under title number MX69007
4. In clause 4, the date “31st August 2013” shall be replaced by “31st August 2021”