

**DEED OF NOVATION AND VARIATION  
OF THE  
SUPPLEMENTAL FUNDING AGREEMENTS FOR  
CHRIST THE KING CATHOLIC VOLUNTARY ACADEMY  
HOLY CROSS CATHOLIC VOLUNTARY ACADEMY  
ST MARGARET CLITHEROW PRIMARY & NURSERY CATHOLIC VOLUNTARY  
ACADEMY  
THE SACRED HEART PRIMARY CATHOLIC VOLUNTARY ACADEMY  
THE GOOD SHEPHERD PRIMARY CATHOLIC VOLUNTARY ACADEMY**

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) **OUR LADY OF LOURDES CATHOLIC MULTI ACADEMY TRUST**, a charitable company incorporated in England and Wales with registered company number 07743523 whose registered address is at The Becket School, The Becket Way, Wilford Lane, West Bridgford, Nottinghamshire NG2 7QY ( "**OLOL**"); and

(3) **PAX CHRISTI CATHOLIC ACADEMY TRUST**, a charitable company incorporated in England and Wales with registered company number 08192900 whose registered address is at Christ the King Catholic School, Darlton Drive, Arnold, Nottingham, Nottinghamshire NG5 7JZ (the "**Pax Christi**"),

together referred to as the "Parties".

## **INTRODUCTION**

- A. The follow named are academies within the meaning of the Academies Act 2010 (the "academies") and are currently operated by Pax Christi (a multi academy trust):
- a. Christ The King Catholic Voluntary Academy;
  - b. Holy Cross Catholic Voluntary Academy;
  - c. St Margaret Clitherow Primary & Nursery Catholic Voluntary Academy;
  - d. The Sacred Heart Primary Catholic Voluntary Academy; and
  - e. The Good Shepherd Primary Catholic Voluntary Academy.
- B. The Secretary of State and the Pax Christi entered into Supplemental Funding Agreements on the dates specified below (the "**Agreements**") for the maintenance and funding of the academies (attached as Schedule 1):
- a. Christ The King Catholic Voluntary Academy on 25<sup>th</sup> September 2012;
  - b. Holy Cross Catholic Voluntary Academy on 25<sup>th</sup> September 2012;
  - c. St Margaret Clitherow Primary & Nursery Catholic Voluntary Academy on 25<sup>th</sup> September 2012;
  - d. The Sacred Heart Primary Catholic Voluntary Academy on 25<sup>th</sup> September 2012; and

e. The Good Shepherd Primary Catholic Voluntary Academy on 25<sup>th</sup> September 2012.

C. It is proposed that, with effect from 00.01 am on 1<sup>st</sup> September 2018 (“Transfer Date”), OLOL will assume responsibility for the management and operation of the academies in succession to Pax Christi.

D. The Parties wish to novate the Agreements to OLOL and the Secretary of State and OLOL wish to vary the terms of the 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 Agreement, bear the meaning given to it in the Agreement.

### **NOVATION**

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

3. 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 OLOL and the Secretary of State.

4. With effect from the Transfer Date, OLOL agrees to perform the Agreements and be bound by its terms in every way as if it were the original party to it in place of Pax Christi.

5. With effect from the Transfer Date, The Secretary of State agrees to perform the Agreements and be bound by its terms in every way as if OLOL were the original party to it in place of Pax Christi.

### **OBLIGATIONS AND LIABILITIES**

6. With effect from the Transfer Date, Pax Christi and the Secretary of State release each other from all future obligations to the other under the Agreements.

7. Each of Pax Christi and the Secretary of State release and discharge the other from all claims and demands under or in connection with the Agreements arising after the Transfer Date.

8. Each of OLOL and the Secretary of State will have the right to enforce the Agreements and pursue any claims and demands under the Agreements against the other with respect to matters arising before, on or after the date of this Deed as though OLOL were the original party to the Agreements instead of Pax Christi.

## **INDEMNITY**

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

10. OLOL agrees to indemnify Pax Christi any against any losses, liabilities, claims, damages or costs Pax Christi suffers or incurs under or in connection with the Agreements as a result of OLOL's failure to perform or satisfy its obligations under the Agreements on or after the Transfer Date.

## **VARIATION**

11. The Secretary of State and OLOL agree that with effect from the Transfer Date the Agreements shall be amended and restated so as to take effect in the forms set out in Schedule 2 to this Deed.

12. As varied by this Deed, the 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** )  
authenticated by:- )

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

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

Director .....  
Print name.....  
Date .....  
  
Witness .....  
Print name.....  
Address.....  
Occupation.....

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

Director .....  
Print name.....  
Date .....

Witness .....

Print name.....

Address.....

Occupation.....

**Schedule 1**  
**Supplemental Funding Agreements**

**Schedule 2**  
**Amended Supplemental Funding Agreements**