

**DEED OF NOVATION AND VARIATION  
OF THE  
SUPPLEMENTAL FUNDING AGREEMENTS FOR**

**THE TRINITY CATHOLIC SCHOOL, A VOLUNTARY ACADEMY**

**OUR LADY OF PERPETUAL SUCCOUR CATHOLIC PRIMARY SCHOOL, A  
VOLUNTARY ACADEMY**

**ST MARY'S CATHOLIC PRIMARY SCHOOL, A VOLUNTARY ACADEMY**

**ST TERESA'S CATHOLIC PRIMARY SCHOOL, A 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) **ST BARNABAS CATHOLIC ACADEMY TRUST**, a charitable company incorporated in England and Wales with registered company number 08089246 whose registered address is at C/o The Trinity Catholic School, Beechdale Road, Aspley, Nottingham, Nottinghamshire NG8 3EZ (the "**St Barnabas**"),

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 St Barnabas (a multi academy trust):

- a. The Trinity Catholic School, a Voluntary Academy;
- b. Our Lady of Perpetual Succour Catholic Primary School, a Voluntary Academy;
- c. St Mary's Catholic Primary School, a Voluntary Academy; and
- d. St Teresa's Catholic Primary School, a Voluntary Academy.

B. The Secretary of State and the Company 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. The Trinity Catholic School, a Voluntary Academy on 29<sup>th</sup> June 2012;
- b. Our Lady of Perpetual Succour Catholic Primary School, a Voluntary Academy on 29<sup>th</sup> June 2012;
- c. St Mary's Catholic Primary School, a Voluntary Academy on 29<sup>th</sup> June 2012; and
- d. St Teresa's Catholic Primary School, a Voluntary Academy on 29<sup>th</sup> June 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 St Barnabas.

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. St Barnabas 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 St Barnabas under the Agreement and all references to St Barnabas 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 St Barnabas.

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 St Barnabas.

## **OBLIGATIONS AND LIABILITIES**

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

7. Each of St Barnabas 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 St Barnabas.

## **INDEMNITY**

9. St Barnabas 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 St Barnabas's failure to perform or satisfy its obligations under the Agreements on or before the Transfer Date.

10. OLOL agrees to indemnify St Barnabas any against any losses, liabilities, claims, damages or costs St Barnabas 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 **ST BARNABAS** 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**