

OUR LADY OF LOURDES CATHOLIC MULTI ACADEMY-TRUST

**DEED OF VARIATION OF FUNDING AGREEMENT
2018**

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**");

- and -

(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 (the "**Company**").

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

INTRODUCTION

- A. The Parties have entered into a master funding agreement on 1st September 2011, a copy of which is contained in Schedule 1, (the "**Existing First MFA**").
- B. The Parties have entered into a master funding agreement on 27th March 2013, a copy of which is contained in Schedule 2, (the "**Existing Second MFA**").
- B. The Parties have entered into a supplementary funding agreement in respect of The Becket School, a Catholic Voluntary Academy on 1st September 2011, a copy of which is contained in Schedule 3 (the "**Existing Becket SFA**");
- C. The Parties have entered into a supplementary funding agreement in respect of the Blessed Robert Widmerpool Primary and Nursery Catholic Voluntary Academy on 1st September 2011, a copy of which is contained in Schedule 4 (the "**Existing Blessed Robert Widmerpool SFA**");
- D. The Parties have entered into a supplementary funding agreement in respect of Our Lady & St Edward's Primary & Nursery Catholic Voluntary Academy on 1st September 2011, a copy of which is contained in Schedule 5 (the "**Existing Our Lady & St Edward SFA**");
- E. The Parties have entered into a supplementary funding agreement in respect of St Edmund Campion Catholic Primary School A Catholic Voluntary Academy on 1st September 2011, a copy of which is contained in Schedule 6 (the "**Existing St Edmund Campion SFA**");
- F. The Parties have entered into a supplementary funding agreement in respect of St Patrick's Catholic Primary and Nursery School, A Voluntary Academy on 27th March 2013, a copy of which is contained in Schedule 7 (the "**Existing St Patrick's SFA**"); and

LEGAL AGREEMENT

- 1. Words, expressions and interpretations used in this Deed shall, unless the context expressly requires otherwise, have the meaning given to them in, and shall be interpreted in accordance with, the Amended Master Funding Agreement (as defined in clause 2 below).

2. The Secretary of State and the Company agree that with effect from the date of this Deed, the Existing First MFA and Existing Second MFA shall be amended and re-stated in the form of the Master Funding Agreement set out in Schedule 8 (the "**Amended Master Funding Agreement**"). For the avoidance of doubt, the Amended Master Funding Agreement does not terminate or suspend the Existing First MFA or Existing Second MFA but amends and re-states them.
3. The Secretary of State and the Company agree that with effect from the date of this Deed, the **Existing Becket SFA** shall be amended and re-stated in the form of the Amended Becket SFA set out in Schedule 9 (the "**Amended Becket SFA**"). For the avoidance of doubt, the Amended Becket SFA does not terminate or suspend the Existing Becket SFA but amends and re-states it.
4. The Secretary of State and the Company agree that with effect from the date of this Deed, the Existing Blessed Robert Widmerpool SFA shall be amended and re-stated in the form of the Amended Blessed Robert Widmerpool SFA set out in Schedule 10 (the "**Amended Blessed Robert Widmerpool SFA**"). For the avoidance of doubt, the Amended Blessed Robert Widmerpool SFA does not terminate or suspend the Existing Blessed Robert Widmerpool SFA but amends and re-states it.
5. The Secretary of State and the Company agree that with effect from the date of this Deed, the **Existing Our Lady & St Edward SFA** shall be amended and re-stated in the form of the Amended Our Lady & St Edward SFA set out in Schedule 11 (the "**Amended Our Lady & St Edward SFA**"). For the avoidance of doubt, the Amended Our Lady & St Edward SFA does not terminate or suspend the Existing Our Lady & St Edward SFA but amends and re-states it.
6. The Secretary of State and the Company agree that with effect from the date of this Deed, the **Existing St Edmund Champion SFA** shall be amended and re-stated in the form of the Amended St Edmund Champion SFA set out in Schedule 12 (the "**Amended St Edmund Champion SFA**"). For the avoidance of doubt, the Amended St Edmund Champion SFA does not terminate or suspend the Existing St Edmund Champion SFA but amends and re-states it.
7. The Secretary of State and the Company agree that with effect from the date of this Deed, the **Existing St Patrick's SFA** shall be amended and re-stated in the form of the Amended St Patrick's SFA set out in Schedule 13 (the "**Amended St Patrick's SFA**"). For the avoidance of doubt, the Amended St Patrick's SFA does not terminate or suspend the Existing St Patrick's SFA but amends and re-states it.

GOVERNING LAW AND JURISDICTION

3. This Deed, and any dispute or claim arising out of or in connection with it, its subject matter or formation (including non-contractual disputes or

claims) shall be governed by and interpreted in accordance with the law of England and Wales.

4. 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

5. 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:-)
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Duly authorised by the Secretary of State for Education

Date.....

EXECUTED as a deed by **OUR LADY OF LOURDES CATHOLIC MULTI-ACADEMY TRUST** acting by:

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

Witnessed by
Signature

Full name.....

Address.....

Occupation.....

Schedule 1

Existing First MFA

Schedule 2

Existing Second MFA

Schedule 3

Existing Becket SFA

Schedule 4

Existing Blessed Robert Widmerpool SFA

Schedule 5

Existing Our Lady & St Edward SFA

Schedule 6

Existing St Edmund Campion SFA

Schedule 7

Existing St Patrick's SFA

Schedule 8

Amended Master Funding Agreement

Schedule 9

Amended Becket SFA

Schedule 10

Amended Blessed Robert Widmerpool SFA

Schedule 11

Amended Our Lady & St Edward SFA

Schedule 12

Amended St Edmund Campion SFA

Schedule 13

Amended St Patrick's SFA