

DEED OF TERMINATION OF SUPPLEMENTAL AGREEMENT

THIS DEED is dated the day of 2018

PARTIES

(1) **THE SECRETARY OF STATE FOR EDUCATION** (the “Secretary of State”);
and

(2) **ST AUGUSTINE’S CATHOLIC ACADEMY TRUST**, a charitable company incorporated in England and Wales with registered company number 08169229 whose registered address is at Park Avenue, Mapperley Road, Nottingham, NG3 4JS (“the Company”) and

(3) **NOTTINGHAM ROMAN CATHOLIC DIOCESAN TRUSTEES** a company limited by guarantee registered at Companies House with company number 07151646 of Willson House, 25 Derby Road, Nottingham, Nottinghamshire NG1 5AW (“the Trustees”) and

(4) **THE BISHOP OF THE DIOCESE OF NOTTINGHAM** (“the Bishop”)

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

BACKGROUND

(A) The Parties entered into a supplemental agreement dated 20th August 2012 in respect of St Augustine’s Catholic Primary and Nursery School, a Voluntary Academy (the “**Supplemental Agreement**”).

(B) The Parties agree to terminate the Supplemental Agreement with effect from 1 September 2018 (the “**Termination Date**”) on the terms set out in this deed of termination (the “**deed**”).

AGREED TERMS

1. DEFINITIONS

In this deed, unless the context otherwise requires, expressions defined in the Supplemental Agreement and used in this deed shall have the meaning set

out in the Supplemental Agreement. The rules of interpretation set out in the Supplemental Agreement apply to this deed.

2. TERMINATION OF THE SUPPLEMENTAL AGREEMENT

2.1 The Supplemental Agreement is terminated with effect from the Termination Date.

2.2 All provisions of the Supplemental Agreement, including any which are expressly stated in the Supplemental Agreement as surviving its termination, or which might otherwise have done so by implication, are terminated.

3. RELEASE AND WAIVER

Termination of the Supplemental Agreement shall not affect or prejudice any claim or demand that either party may have against the other under or in connection with the Supplemental Agreement arising before the Termination Date.

4. COUNTERPARTS

This deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one deed.

5. GOVERNING LAW

This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

6. 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).

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

Executed on behalf of the Company by:

.....

Director

In the presence of:

.....

Witness

Witness Name:

Occupation:

Address:

The Corporate Seal of the Secretary of State for Education, hereunto affixed is authenticated by:

.....

Duly Authorised

Executed on behalf of Trustees by:

[Either

.....
Director

In the presence of:

Witness.....

Address.....

Occupation.....]

[Or

.....
Director

.....]
Director/Secretary

Executed on behalf of the Bishop by
affixing the Common Seal of the Bishop in the presence of:

.....
Director of Education