

**ST THOMAS AQUINAS CATHOLIC MULTI ACADEMY TRUST**

**DEED OF VARIATION OF FUNDING AGREEMENT**

28 AUGUST 2018 [DATE]

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) **St Thomas Aquinas Catholic Multi Academy Trust**, a charitable company incorporated in England and Wales with registered company number 08090890 whose registered address is at De Lisle College: A Catholic Voluntary Academy, Thorpe Hill, Loughborough, Leicestershire LE11 4SQ (the "**Company**").

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

## **INTRODUCTION**

- A. The Parties have entered into a master funding agreement on 29<sup>th</sup> June 2012, a copy of which is contained in Schedule 1, (the "**Existing MFA**").
- B. The Parties have entered into a supplementary funding agreement in respect of De Lisle College: A Catholic Voluntary Academy on 29<sup>th</sup> June 2012, a copy of which is contained in Schedule 2 (the "**Existing De Lisle SFA**");
- C. The Parties have entered into a supplementary funding agreement in respect of the Holy Cross School, A Catholic Voluntary Academy on 29<sup>th</sup> June 2012, a copy of which is contained in Schedule 3 (the "**Existing Holy Cross SFA**");
- D. The Parties have entered into a supplementary funding agreement in respect of Sacred Heart Catholic Voluntary Academy on 29<sup>th</sup> June 2012, a copy of which is contained in Schedule 4 (the "**Existing Sacred Heart SFA**");
- E. The Parties have entered into a supplementary funding agreement in respect of St Clare's Primary School A Catholic Voluntary Academy on 29<sup>th</sup> June 2012, a copy of which is contained in Schedule 5 (the "**Existing St Clare's SFA**");
- F. The Parties have entered into a supplementary funding agreement in respect of Saint Mary's Catholic Primary School, A Catholic Voluntary Academy on 29<sup>th</sup> June 2012, a copy of which is contained in Schedule 6 (the "**Existing Saint Mary's SFA**"); and
- G. The Parties have entered into a supplementary funding agreement in respect of St Winefride's Catholic Voluntary Academy on 29<sup>th</sup> June 2012, a copy of which is contained in Schedule 7 (the "**Existing St Winefride's SFA**").

## **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 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 MFA but amends and re-states it.
3. The Secretary of State and the Company agree that with effect from the date of this Deed, the **Existing De Lisle SFA** shall be amended and re-stated in the form of the Amended De Lisle SFA set out in Schedule 9 (the "**Amended De Lisle SFA**"). For the avoidance of doubt, the Amended De Lisle SFA does not terminate or suspend the Existing De Lisle 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 Holy Cross SFA shall be amended and re-stated in the form of the Amended Holy Cross SFA set out in Schedule 10 (the "**Amended Holy Cross SFA**"). For the avoidance of doubt, the Amended Holy Cross SFA does not terminate or suspend the Existing Holy Cross 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 Sacred Heart SFA** shall be amended and re-stated in the form of the Amended Sacred Heart SFA set out in Schedule 11 (the "**Amended Sacred Heart SFA**"). For the avoidance of doubt, the Amended Sacred Heart SFA does not terminate or suspend the Existing Sacred Heart 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 Clare's SFA** shall be amended and re-stated in the form of the Amended St Clare's SFA set out in Schedule 12 (the "**Amended St Clare's SFA**"). For the avoidance of doubt, the Amended St Clare's SFA does not terminate or suspend the Existing St Clare's 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 Saint Mary's SFA** shall be amended and re-stated in the form of the Amended Saint Mary's SFA set out in Schedule 13 (the "**Amended Saint Mary's SFA**"). For the avoidance of doubt, the Amended Saint Mary's SFA does not terminate or suspend the Existing Saint Mary's SFA but amends and re-states it.
8. The Secretary of State and the Company agree that with effect from the date of this Deed, the **Existing St Winefride's SFA** shall be amended and re-stated in the form of the Amended St Winefride's SFA set out in Schedule 14 (the "**Amended St Winefride's SFA**"). For the avoidance of doubt, the Amended St Winefride's SFA does not terminate or suspend the Existing St Winefride's SFA but amends and re-states it.

## **GOVERNING LAW AND JURISDICTION**

- 9. 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.
- 10. 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**

- 11. 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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*B Annals*

Duly authorised by the Secretary of State for Education

Date.....*28 AUGUST 2018*.....

**EXECUTED** as a deed by **ST THOMAS AQUINAS CATHOLIC MULTI ACADEMY TRUST** acting by:

*SJ Noon*  
 Director

Print name *SARAH J. NOON*

Date.....

Witnessed by W. Carr

Full name <sup>Signature</sup> Lesley Carr

Address 1 Towkes Fields LE12 5TD

Occupation Teaching Assistant