

## DEED OF VARIATION

The parties to this Deed are:

- (1) The Secretary of State for Education ("the Secretary of State");
- (2) the trustees who hold the land from which the Academy Trust operates pursuant to a trust deed dated 16 September 1947 establishing the Hexham and Newcastle Diocesan Trust and/or a trust deed dated 4 November 1867 establishing the Charity for Roman Catholic Purposes in the Diocese of Hexham and Newcastle (together the "Unincorporated Charities") of St Cuthbert's House, West Road, Newcastle upon Tyne, NE15 7PY (the "Trustees");
- (3) The Diocese of Hexham and Newcastle, a company limited by guarantee incorporated in England and Wales with registered number 07732977 and registered Charity number 1143450 (the "Company");
- (4) The Bishop of Hexham and Newcastle of Bishop's House, East Denton Hall, 800 West Road, Newcastle upon Tyne, NE5 2BJ (the "appropriate diocesan authority" for the Academy for the purposes of the Education Acts (which shall include the Academies Act 2010) (the "Diocesan Authority");
- (5) St Cuthbert's Catholic High School, a company limited by guarantee incorporated in England and Wales with registered number 7918561 ("the Academy Trust").

Together referred to as the "Parties".

### INTRODUCTION

- A. The Secretary of State, the Trustees, the Diocesan Authority and the Academy Trust entered into a Supplemental Land Agreement dated 2012 ("the Supplemental Land Agreement"). The Supplemental Land Agreement acknowledged *inter alia* the consent given by the Trustees to the conversion of St Cuthbert's High School to an academy known as St Cuthbert's Catholic High School (the Academy Trust), and provided an undertaking by the Trustees (in whom the legal title to the Land is vested) to the Secretary of State to make the Land available for use by the Academy Trust, in accordance with the provisions of the Supplemental Land Agreement.
- B. The Company was incorporated at Companies House on 8 August 2011, and was registered with the Charity Commission on 18 August 2011 as the incorporated successor charity to the Hexham and Newcastle Diocesan Trust, of which the Trustees are the trustees with the intention that, with effect from 31 March 2012, the assets and undertakings of the Unincorporated Charities for the time being vested in the Trustees, would be transferred to the Company. As part of such transfer, the legal title to the Land is to transfer from the Trustees to the Company.

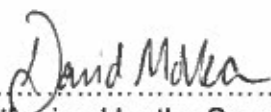
- C. In recognition of the transfer of the Land from the Trustees to the Company, the Parties now wish to vary and amend the terms of the Supplemental Land Agreement in order to accommodate the change of ownership of the Land and wish to record their agreement as to such variations/amendments to the Supplemental Land Agreement by this Deed.

#### LEGAL AGREEMENT

1. Any word or phrase used in this Deed shall, if that word or phrase is defined in the Supplemental Land Agreement, bear the meaning given to it in the Supplemental Land Agreement.
2. The Parties agree that with effect from the date of this Deed the Supplemental Land Agreement shall be amended in accordance with Schedule 1 to this Deed.
3. As varied by this Deed, the Supplemental Land Agreement shall remain in full force and effect.

**EXECUTED AND DELIVERED AS A DEED by the Parties on the 22 day  
of NOVEMBER 2013**

(1) The Corporate Seal of the Secretary of State for Education hereunto affixed is authenticated by:



.....  
Duly Authorised by the Secretary of State for Education

(2) Executed on behalf of the Trustees by

S. Cunningham

Witnessed by

Full name

Address

Occupation



and

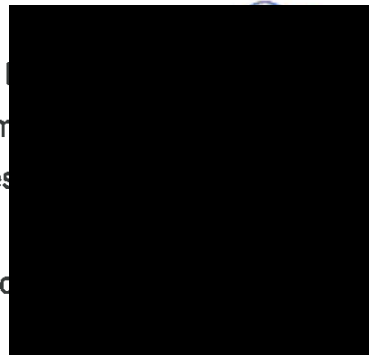
J.P. Keefe

Witnessed by

Full name

Address

Occupation



two of their number under an authority conferred pursuant to section 333 of the Charities Act 2011.

(3) The Diocese of Hexham and Newcastle

acting by two directors or a director and a secretary or one director in the presence of a witness.

S. Cunningham  
Director

Print name.....

J.P. Keefe  
Director/Secretary

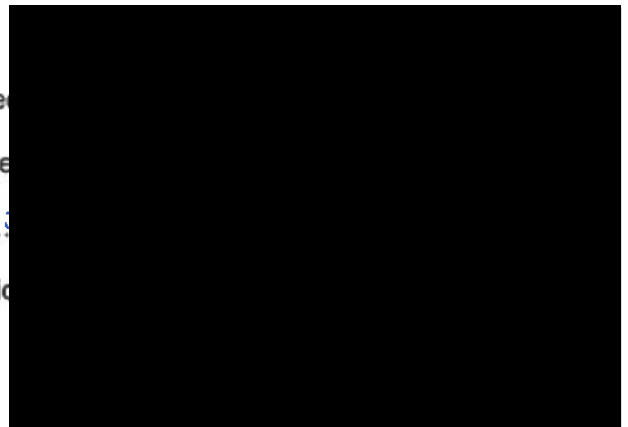
Print name.....

Witnessed by

Full name

Address

Occupation

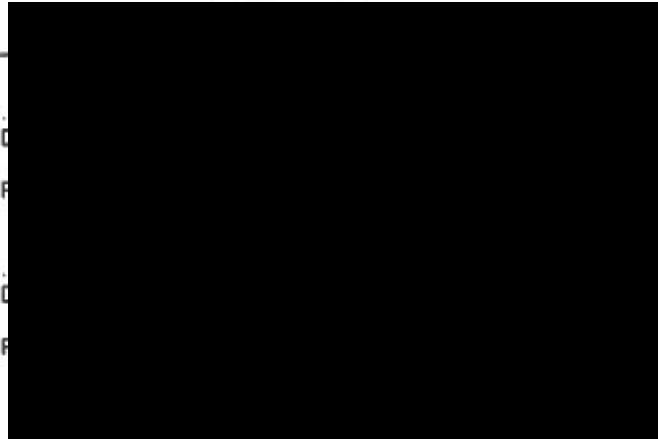


(4) Executed by or on behalf of the Bishop of Hexham and Newcastle by

.....*S. Cunningham*.....

(5) St Cuthbert's Catholic High School

acting by two directors or a director and a secretary or one director in the presence of a witness.



Witnessed by .....

Full name.....

Address.....

Occupation.....

## Schedule 1

### Amendments to the Supplemental Land Agreement

1. Clause 2 of the Supplemental Land Agreement shall be deleted and replaced with:

This Agreement is made between the Secretary of State and the Diocese of Hexham and Newcastle, a company incorporated in England and Wales with registered number 07732977 (the "Company") which holds the land from which the Academy Trust operates.

2. All references to the "Trustees" throughout the Supplemental Land Agreement shall be deleted and replaced by reference to the "Company".
3. The Schedule to the Supplemental Land Agreement shall be deleted.
4. The following clause shall be inserted after Clause 25 of the Supplemental Land Agreement:

**"25A** The Company agrees to comply with the terms of paragraph 16 of Schedule 1 to the Academies Act 2010 as if the Company:

(a) had held the land for the purposes of a maintained school as the trustee of the school; and

(b) held the land on trust for the purposes of the Academy Trust."

5. The following clause shall be inserted after new Clause 25A of the Supplemental Land Agreement:

**"25B** The Company shall abide by and implement any direction issued by the Secretary of State that he could have issued pursuant to paragraph 16 of Schedule 1 to the Academies Act 2010 if the Company

(a) had held the land for the purposes of a maintained school as the trustee of the school; and

(b) held the land on trust for the purposes of the Academy Trust."

6. Clause 27 of the Supplemental Land Agreement shall be deleted and replaced with:

**"27** Notwithstanding any termination or expiry of this Agreement the provisions of clause 26 and clauses 25A and 25B shall continue to apply."

7. The following clause shall be inserted after new Clause 27 of the Supplemental Land Agreement:

**"27A** For the avoidance of doubt, nothing in clauses 25-27 shall be

construed as an acknowledgment by the Parties that the Land is publicly funded land for the purposes of the Academies Act 2010.”