

**Dated**

**2025**

-----

**Transfer Deed**

between

**Clifton College**

and

**The Old Cliftonian Society**

and

**O.C. (Clifton College) Nominees Limited**

relating to The Old Cliftonian Society

## Parties

- (1) **Clifton College**, a Royal Charter corporation and registered charity (charity number 311735) whose registered office is at Guthrie Road, Clifton, Bristol BS8 3EZ (the "**College**");
- (2) **The members of the Executive Committee of the Old Cliftonian Society** (whose names are specified in Schedule 1 of this Deed) (the "**Executive Committee**"), a non-charitable unincorporated association, whose office is at Clifton College, 32 College Road, Clifton, Bristol BS8 3JH (the "**OCS**"); and
- (3) **O.C. (Clifton College) Nominees Limited** (registered company number 00370713) whose registered office is at 32 College Road, Clifton, Bristol BS8 3JH (the "**Company**");

each a "**Party**" and together the "**Parties**".

## Background

- (A) The OCS is governed by a set of rules adopted in 1997, as amended by the Resolution (the "**Rules**").
- (B) The objects of the OCS are set out in Rule 2 and are (in summary) to help Old Cliftonians to keep in contact with one another, to keep Old Cliftonians as closely as possible in touch with the College and to co-operate with and assist the College and the CEO of Clifton College Education Group from time to time in any matter which affects the welfare and interests of the College.
- (C) Management and control of the OCS is vested in the Executive Committee.
- (D) All of the members of the Executive Committee are as at the date of this Deed also the managing trustees of the Endowment Fund (and acting in that capacity are referred to in this Deed as the "**Trustees**").
- (E) The Endowment Fund is a charitable trust governed by the Trust Deed. The Trustees have discretion to apply the Endowment Fund's income for charitable purposes in connection with the College, subject to the approval of the College.
- (F) The assets of the OCS and of the Endowment Fund are held by the Company. The Company acts as a custodian trustee and is obliged to act in accordance with the lawful directions of the OCS.
- (G) A grant agreement dated 24th October 2024 exists between the Parties under which the College has agreed to provide funding for the OCS Activities which is intended to be superseded by this Deed.
- (H) The OCS and the College have reviewed their relationship and wish to transfer the activities currently carried out by the OCS which are specified in this Deed to the College.
- (I) The OCS and the College also wish to ensure that the OCS will remain in existence following the transfer of the activities referred to in recital (H), with the ability for those activities to be transferred back to the OCS in the future.
- (J) The College is satisfied that the transfer of the activities referred to in recital (H) is in the best interests of the College and its charitable objects and that such activities will contribute to the furtherance of its charitable objects.

## Agreed terms

### 1 Definition and interpretation

1.1 In this Deed the following words and expressions have the following meanings, unless they are inconsistent with the context:

**AGM:** means an annual general meeting of the Members held in accordance with the Rules;

**Assets:** means the assets specified in clauses 2.1.1 to 2.1.8

**Assigned Rights:** all of the Intellectual Property Rights arising, or to arise, from the OCS Activities owned by or licensed to OCS before and as at the Time of Transfer;

**Clifton Community:** the community of Pupils, staff of the College, Old Cliftonians, Parents and Members;

**Contracts:** means all contracts and engagements of the Executive Committee and the Company in relation to the OCS Activities whether performed or to be performed at the Time of Transfer;

**Data Protection Legislation:** means (a) the UK GDPR; (b) the Data Protection Act 2018; (c) the Privacy and Electronic Communications (EC Directive) Regulations 2003; (d) any other applicable law relating to the processing, privacy and/or use of personal data; and (e) any laws which implement any such laws;

**Data Subject Request:** the exercise by (or on behalf of) a data subject of their rights under Articles 12-22 of the UK GDPR;

**Domain Name:** means the domain name owned or held by the Executive Committee in relation to the OCS and the Undertaking namely <https://oc-online.co.uk>;

**Employees:** means those employees of the College engaged in or in relation to the OCS Activities and/or the Excluded Activities on the Termination Date;

**Endowment Fund:** the unincorporated charitable trust called the Clifton College Endowment Fund, registered with charity number 1113320;

**Executive Committee:** the individuals identified as Parties to this Deed who are the members of the executive committee in which management and control of the OCS is vested (and which shall include their successors appointed in accordance with the Rules from time to time and who shall be subject to the obligations imposed by this Deed on the Executive Committee);

**Exit Transfer:** has the meaning given in clause 11.3;

**Excluded Activities:** has the meaning given in clause 3.1;

**Intellectual Property Rights:** means patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

**Know-how:** means all information owned by or used by or required to be used by the Executive Committee in connection with the OCS, held in any form;

**Liabilities:** means all liabilities, debts and obligations reasonably and properly incurred by the Executive Committee in relation to the OCS Activities and the Assets whether arising before or after the Time of Transfer;

**material breach:** has the meaning given in clause 11.2;

**Members:** members of the OCS (and "**Membership**" refers to membership of the OCS);

**Membership Data:** any personal data relating to the Members that is processed for the purposes of clauses 4.1.1 and 4.1.2;

**Old Cliftonians:** alumni of the College;

**OCS Accounts:** means the accounts maintained for the OCS with HSBC, being account numbers 01132903 (for its general funds) and 70022594 (for events);

**OCS Activities:** all the activities carried out by the OCS as at the Time of Transfer except the Excluded Activities (and as more particularly described in clause 8.1);

**OCS Database:** the database of information maintained by the OCS in relation to the Members, Parents, Pupils, and Old Cliftonians that is used in connection with the OCS Activities;

**Parents:** parents and guardians of Pupils;

**Pupils:** pupils of the College from time to time;

**Resolution:** means a resolution of the Members passed at a duly convened meeting of the OCS held on 31st March 2025 by which the Members:

- (a) approved changes to the Rules to facilitate the Transfer; and
- (b) authorised the Executive Committee and the Company to enter into this Deed;

**Retained Fund:** means the sum of £5,000 plus continuing standing order payments, which shall be retained by the Executive Committee following the Transfer in the OCS Account earmarked for its general funds;

**Rules:** has the meaning given in recital A;

**Safeguarding:** the safeguarding and promotion of the welfare of children, in accordance with the statutory guidance *Keeping Children Safe in Education* (DfE, September 2023 as updated from time to time) or any other applicable guidance from time to time in force and adults at risk in accordance with the Charity Commission's guidance on safeguarding from time to time in force;

**Termination Date:** has the meaning given in clause 11.3;

**Time of Transfer:** 11:59pm on the date of this Deed;

**Transfer:** means the transfer of the OCS Activities to the College in accordance with this Deed;

**Trust Deed:** the governing document of the Endowment Fund dated 29 October 1921;

**Trustees:** has the meaning given in recital D;

**TUPE:** means the Transfer of Undertaking (Protection of Employment) Regulations 2006;

**UK GDPR:** has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

**VAT:** value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement or additional tax;

**Website:** means the website relating to the OCS accessed through the Domain Name.

1.2 For the purposes of this Agreement, “**controller**”, “**processor**”, “**direct marketing**”, “**data subject**”, “**personal data**”, “**personal data breach**”, “**processing**”, “**appropriate technical and organisational measures**”, “**joint controller**” and “**Commissioner**” have the meanings given to them in the Data Protection Legislation.

1.3 The interpretation and construction of this Deed shall be subject to the following provisions:

1.3.1 headings are for convenience only and shall not affect the construction of any provision; and

1.3.2 where the context so admits:

(a) words importing the singular include the plural and vice-versa;

(b) words denoting any gender include all genders;

(c) the Schedule is an integral part of this Deed; and

(d) references to any enactment, order, regulation or other similar instrument shall be construed as a reference to that enactment, order, regulation or instrument as amended or re-enacted with or without modification by any subsequent enactment, order, regulation or instrument.

## **2 Transfer of the OCS Activities**

2.1 In accordance with the Resolution and subject to the terms and conditions of this Deed, the Executive Committee hereby agrees to transfer to the College with effect from the Time of Transfer and with limited title guarantee the OCS Activities and all of their rights, title and interests in, subject to clause 2.2, all of the property, assets, rights and options owned and / or used by or under the control of the Executive Committee or Clifton College staff under the control of the OCS Executive Committee in connection with the OCS Activities as at the Time of Transfer including (but without limitation):

2.1.1 the goodwill associated with the OCS Activities together with the right for the College to represent itself as carrying on the OCS Activities in succession to the Executive Committee;

2.1.2 the Assigned Rights;

2.1.3 the Know-How;

2.1.4 the Contracts (if any);

2.1.5 the Website and all rights to social media used and/or owned by and/or otherwise under the control of the Executive Committee (including in particular, but without limitation Facebook, Instagram, LinkedIn and X);

2.1.6 all books, records and documents (in whatever form) relating to the OCS Activities;

2.1.7 the OCS Database and all personal data in the OCS Database; and

2.1.8 the Membership Data (subject to the terms of this Deed).

2.2 The Executive Committee shall retain:

2.2.1 title to the OCS Accounts; and

2.2.2 the funds (including the Retained Fund) held in the OCS Accounts as at the Time of Transfer.

2.3 In accordance with the Resolution and subject to the terms and conditions of this Deed, the Executive Committee hereby directs the Company to take, and the Company hereby agrees to take, all such steps as are required or desirable in order to give effect to the provisions of clause 2.1.

2.4 Each Asset will be transferred with all rights attached to it and subject to any encumbrance, mortgage, charge, claim, restriction, option or third party right or interest.

2.5 The transfer of the Assets shall have effect from the Time of Transfer and title to, and risk of loss or damage to, them shall pass to the College at that time.

2.6 The College shall accept without investigation, objection or requisition such title as the Executive Committee and/or the Company has to the Assets transferred pursuant to this Deed.

2.7 The Executive Committee hereby confirms that there are no persons employed by them or by the Company (whether in relation to the OCS Activities or otherwise) as at the Time of Transfer.

2.8 In consideration of the transfer of the OCS Activities and Assets by the Executive Committee and the Company to the College, the College undertakes to the Executive Committee to pay, satisfy and discharge all the Liabilities relating to the OCS Activities and the Assets whether arising before or after the Time of Transfer and to keep the Executive Committee and the Company indemnified against such Liabilities and all actions, proceedings, costs, damages, expenses, claims and demands in connection with such Liabilities.

### **3 Post-transfer role of the OCS**

3.1 Following the Transfer, the OCS shall continue to remain in existence and the Executive Committee shall discharge and carry on (and only carry on) the following functions and activities (the "**Excluded Activities**"):

3.1.1 to continue to administer the Membership of the OCS in accordance with clause 4;

3.1.2 to arrange for the appointment of members of the Executive Committee in accordance with the Rules;

3.1.3 to ensure that the OCS is maintained in good standing, including by holding an AGM in each calendar year and preparing such accounts as may be required for the OCS from time to time;

3.1.4 to exchange information with and provide advice to the College in accordance with clause 5;

3.1.5 to comply with and implement the College's Safeguarding policies and procedures in accordance with clause 5;

3.1.6 to act in their capacity as the Trustees, to continue to manage and control the Endowment Fund in accordance with clause 7;

3.1.7 to retain the shares in the Company and the right to issue lawful directions to it as custodian trustee;

3.1.8 to retain title to and control over the OCS Accounts (subject to the provisions of clause 3.4); and

3.1.9 to exercise the rights and comply with the obligations conferred and imposed by this Deed.

3.2 The College and the Executive Committee hereby agree and acknowledge that, unless and until an Exit Transfer takes place, the College will have an absolute discretion in relation to the

delivery of the OCS Activities, subject to the obligation on the College to take and consider advice from the Executive Committee in accordance with clause 5.

3.3 The College and the Executive Committee hereby agree that the Retained Fund will be applied by the Executive Committee in order to meet the cost of carrying on the Excluded Activities in accordance with clause 3.1.

3.4 The College and the Executive Committee hereby agree that the Executive Committee shall provide the College with such access to the OCS Accounts as is necessary in order to enable the College to comply with its obligations under clause 8 (and any other relevant provisions of this Deed, provided that such access shall be subject to the oversight of the Executive Committee).

## **4 Membership of the OCS**

4.1 The Executive Committee hereby agrees with the College that, following the Transfer, it will:

4.1.1 ensure that prospective Members shall continue to be admitted to Membership of the OCS in accordance with the Rules without payment of a subscription or any other fee for Membership;

4.1.2 formally notify the College of any changes to the Membership of OCS, whether by reason of the admission of a new Member or the death or resignation of an existing Member and that such notice will be provided by or on behalf of the Executive Committee to the College within 5 days of the start or cessation of such Membership, so that the College can administer the OCS Database in accordance with the Data Protection Legislation; and

4.1.3 arrange to hold an AGM in each calendar year in order to arrange for the appointment of members of the Executive Committee and for the Executive Committee to present the annual accounts for the OCS (if such accounts are required) to the Members and to report to the Members on the delivery of the OCS Activities by the College and the management and administration of the Endowment Fund in accordance with the Rules.

4.2 The College hereby agrees with the Executive Committee that, following the Transfer, it will formally notify the Executive Committee of any changes to the Membership of OCS, whether by reason of the admission of a new Member or the death or resignation of an existing Member and that such notice will be provided by or on behalf of the College to the Executive Committee within [5] days of the start or cessation of such Membership, so that the Executive Committee can administer the OCS Database in accordance with the Data Protection Legislation.

## **5 Safeguarding**

5.1 The Executive Committee hereby agrees with the College that, following the Transfer, it will:

5.1.1 whenever relevant, comply with and implement the College's Safeguarding policies and procedures (as notified to it and amended from time to time);

5.1.2 report all Safeguarding incidents, concerns and/or allegations to the College as soon as practicable after being brought to the Executive Committee's attention; and

5.1.3 co-operate fully with the College with any investigation, referral or reporting of Safeguarding matters related to the OCS or the College.

## **6 Information and advice**

6.1 Representatives from time to time appointed by the College and the Executive Committee shall meet at regular intervals agreed by such representatives (but at least once in each academic term of the College) in order for:

6.1.1 the College to report to the Executive Committee in respect of the delivery of the OCS Activities by the College following the Transfer;

6.1.2 the Executive Committee to be consulted and provide advice to the College (which the College shall take into account but which for the avoidance of doubt shall not be binding on the College) in relation to the delivery of the OCS Activities following the Transfer (including raising funds for the College and/or the Endowment Fund) and the budget to be set for such OCS Activities; and

6.1.3 the College and the Executive Committee to identify and discuss any other areas which relate to the delivery and improvement of the OCS Activities.

6.2 The College will closely monitor the delivery of the OCS Activities and will provide the Committee with a written report in relation to such delivery (including the financial support being provided by the College in order to enable their delivery) at such intervals as the Executive Committee and the College shall from time to time agree (but at no longer than annual intervals).

6.3 The Executive Committee shall permit any person authorised by the College access to its books and records in order to enable the College to discharge its obligations under this Deed and to monitor compliance with the obligations of the Executive Committee and the Company under this Deed.

6.4 The College shall permit any person authorised by the Executive Committee access to its books and records in order to enable the Executive Committee to discharge its obligations under this Deed and to monitor compliance with the obligations of the College under this Deed.

## **7 The Endowment Fund**

7.1 The Endowment Fund will continue to be administered and controlled by the members of the Executive Committee acting as its Trustees, subject to any changes that may from time to time properly be made to the Trust Deed.

7.2 The College and the Executive Committee hereby agree and acknowledge that the Endowment Fund will remain independent in accordance with its status as a charity and that any grants made to the College out of the Endowment Fund shall be made in accordance with the terms of the Trust Deed (as amended from time to time).

7.3 The College and the Executive Committee hereby agree that they will discuss fundraising for the College and/or Endowment Fund at the meetings arranged in accordance with clause 6.1 in order to seek to agree their preferred approach to such fundraising. For the avoidance of doubt, the College and the Executive Committee acknowledge that the Executive Committee may continue to raise funds for the Endowment Fund following the Transfer.

7.4 The College and the Executive Committee hereby agree that the College will (at its cost and expense) provide to the Executive Committee such reasonable administrative support in relation to the Endowment Fund as the Executive Committee shall from time to time reasonably request (which may be provided by employees or agents of the College).

## **8 The College's obligations**

8.1 The College hereby agrees with the Executive Committee that, following the Transfer, it will deliver the OCS Activities, which include but are not limited to:

8.1.1 organising events and activities for the Members, Old Cliftonians (and in particular to carry on and maintain the events and other activities which are planned by the Executive Committee for the period of 12 months ending on 31st March 2026;



- 8.1.2 the administration of Membership, including the management of the OCS Database;
- 8.1.3 fostering and growing the profile of the College and the Clifton Community with a view to maintaining the College as a part of the life and career of Pupils and Old Cliftonians;
- 8.1.4 the distribution to Old Cliftonians of a magazine in respect of the OCS Activities on an annual basis;
- 8.1.5 the right to contact and engage with Pupils and Parents and the Clifton Community in respect of the OCS Activities;
- 8.1.6 raising funds for the College and/or the Endowment Fund; and
- 8.1.7 developing the role that Members can play in helping to advise and mentor pupils and former pupils of the College as regards the development of their careers.
- 8.1.8 the maintenance and development of the Website, separately to any website or websites which are used for the College's purposes, with the objective of improving its functionality following the Transfer.
- 8.2 The College and the Executive Committee hereby agree that the College will be responsible for meeting the cost and expense of carrying on the OCS Activities following the Transfer.
- 8.3 The College and the Executive Committee hereby agree that the College will be responsible for the cost and provision of the Secretary to the Executive Committee.
- 8.4 The College and the Executive Committee also hereby agree that the College (at its cost and expense) provide to the Executive Committee such reasonable administrative support in relation to the Excluded Activities specified in clauses 3.1.1 to 3.1.3 as the Executive Committee shall from time to time reasonably request.

## **9 Data Protection**

- 9.1 The Parties agree to comply with the Data Protection Legislation at all times in connection with the Transfer, the OCS Database and the Membership Data and in the case of the Executive Committee only, the Excluded Activities.
- 9.2 The Parties agree that at the Time of Transfer:
  - 9.2.1 the College shall (to the extent it is not already) become a controller of the Membership Data and any personal data within the OCS Database;
  - 9.2.2 subject to clauses 9.2.3 and 9.4, the Executive Committee shall cease to be a controller over the personal data within the OCS Database; and
  - 9.2.3 the College and the Executive Committee will both be involved in the administration of OCS Membership (see clauses 4.1.1, 4.1.2 and 4.2) and the Executive Committee may provide advice to the College (see clause 6.1). Accordingly, the Parties agree that the College and the Executive Committee are joint controllers for the purposes described in clauses 4.1.1, 4.1.2, 4.2 and 6.1. Clause 9.3 applies where the College and the Executive Committee are joint controllers.
- 9.3 The Parties agree that the following provisions only apply where the College and the Executive Committee are joint controllers (see clause 9.2.3):
  - 9.3.1 the College and the Executive Committee shall comply with their respective obligations under Article 26 of the UK GDPR and the obligations set out in clauses 9.3.2-9.3.7 inclusive;

9.3.2 the College and the Executive Committee each:

- (a) shall ensure that they process personal data lawfully, fairly, and transparently, in accordance with Data Protection Legislation;
- (b) acknowledge that data subjects may exercise their rights under the UK GDPR in respect of and against either Party in accordance with Article 26(3) of the UK GDPR;
- (c) agree to provide to the other such cooperation as may reasonably be required to assist that other Party in compliance with their obligations under Article 26 of the UK GDPR and clause 9.3; and
- (d) shall provide data subjects with clear and sufficient information, as required by Articles 13 and 14 of the UK GDPR and shall make available the essence of this arrangement as required by Article 26(2) of the UK GDPR;

9.3.3 the Parties agree that neither the College nor the Executive Committee shall be in breach of this clause 9 should it process personal data to comply with a legal obligation outside of Article 26 of the UK GDPR or in relation to litigation (whether contemplated or commenced) provided that it complies with Data Protection Legislation. In such circumstances, the processing Party shall be an independent controller and fully liable and responsible for compliance with Data Protection Legislation in respect of such processing;

9.3.4 the College and the Executive Committee shall promptly (and without undue delay) notify the other if:

- (a) it receives a Data Subject Request; or
- (b) it receives any enquiry, complaint or claim from a data subject, or a notice or communication from the Commissioner, or if it becomes subject to an investigation or enforcement proceedings by the Commissioner, in each case, which relates to any Party's actual or alleged non-compliance with the Data Protection Legislation with respect to personal data; or
- (c) it becomes aware of an actual or reasonably suspected personal data breach with respect to personal data, irrespective of whether there is a requirement to notify the Commissioner or data subjects;

and the notified Party shall provide the notifying Party with such assistance and cooperation as is reasonably requested by the notifying Party in order to address and resolve the Data Subject Request, complaint, claim, notice, communication, proceedings or personal data breach in an expeditious and compliant manner having regard to the allocation of responsibility set out in clause 9.3.5;

9.3.5 subject to clause 9.3.3, the College and the Executive Committee agree that:

- (a) the College shall be the primary point of contact for data subjects, and the College's contact details shall be set out in the relevant privacy notices; and
- (b) the College shall be responsible for determining the approach to, and responding to, any of the matters set out in clause 9.3.4 and the Executive Committee shall comply with the College's directions in respect of these matters;

9.3.6 the College and the Executive Committee shall at all times process personal data in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical and organisational measures which, at a minimum, meet the standard required by Article 32 of the UK GDPR; and

9.3.7 subject to any other provision of this clause 9.3 that allocates specific responsibility for compliance, the College shall comply with Data Protection Legislation in respect of personal data processed by or on behalf of it and the Executive Committee shall comply with Data Protection Legislation in respect of personal data processed by or on behalf of it.

9.4 The Executive Committee shall perform all acts necessary to enable the College to process the transferred personal data for the purposes of the OCS Activities and as otherwise contemplated by this Agreement. For example (but without limitation), writing to data subjects to seek their consent to enable the College to send direct marketing to those data subjects. The parties acknowledge that the Executive Committee may be a controller for anything done by the OCS under this clause 9.4.

## **10 Intellectual property rights**

10.1 The Executive Committee hereby assigns to the College all rights, title and interest in or to the Assigned Rights including the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of the Assigned Rights whether occurring before, on, or after the Time of Transfer.

10.2 All Intellectual Property Rights created or developed by any Party during the term of this Deed will immediately vest in and remain the property of the College. To the extent that any such Intellectual Property Rights are capable of prospective assignment, the Executive Committee hereby assigns such rights to the College; and to the extent that any such Intellectual Property Rights cannot be prospectively assigned, the Executive Committee shall assign such rights as and when created, at the request of the College from time to time.

10.3 The College grants to the Executive Committee a non-exclusive, royalty-free, sub-licensable worldwide licence in the Assigned Rights to the extent necessary for it to exercise its rights and perform its obligations under this Deed.

10.4 Save as provided in this clause 10, no Party shall have any right to use any of another Party's Intellectual Property Rights without the other Party's prior written consent.

10.5 On the Termination Date or if expressly agreed between the College and the Executive Committee following service of notice to terminate by either such Party, the College shall subject at all times to the exercise of the option at clause 11.1 and the provisions of clause 11.2 immediately re-assign to the Executive Committee all rights, title and interest in the Assigned Rights (together with any Intellectual Property Rights assigned to the College pursuant to clause 10.2 above ) in their entirety and the Executive Committee shall agree relevant licence terms with the College (any such assignment and licence to be in a form substantially similar to that set out in this clause 10).

10.6 Any licences granted to any Party pursuant to this clause 10 shall terminate immediately on the Termination Date save to the extent reasonably necessary and if required for the College to enjoy the benefit of the option exercised pursuant to clause 11.7 or to enable any Party to continue to exercise any ongoing rights or perform any continuing obligations under the Deed, in relation to which the College and the Executive Committee will agree fair and reasonable terms.

10.7 At the College's expense, the Executive Committee shall, and shall use all reasonable endeavours to procure that the Company and any other necessary third party shall, execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Deed.

## 11 Termination

11.1 Without affecting any other right or remedy available to it, either of the College and the Executive Committee may terminate this Deed by giving not less than 12 months' written notice to the other such Party provided that no such notice shall be given before the second anniversary of the date of this Deed.

11.2 Without affecting any other right or remedy available to it, either of the College and the Executive Committee may terminate this Deed with immediate effect by giving written notice to the other such Party if such other Party commits a material breach of any term of this Deed which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so (and "**material breach**" means a breach that has a serious effect on the benefit which the terminating Party would otherwise derive from this Deed).

11.3 Following the giving of any notice to terminate this Deed in accordance with this clause 11, and subject to clause 11.7, the College and the Executive will use their reasonable endeavours to ensure an orderly transfer of the OCS Activities and the Assets by the College to the Executive Committee (or, at the direction of the Executive Committee, the Company) (the "**Exit Transfer**") with effect from the date of termination of this Deed (the "**Termination Date**") provided that:

11.3.1 the College shall transfer only such of the OCS Activities as it is carrying on as at the Termination Date;

11.3.2 the College shall transfer only such of the Assets (including any cash) as are held by it as at the Termination Date;

11.3.3 to the extent that it is lawfully permitted to do so, the College shall provide the OCS with a copy of the OCS Database as is held by the College as at the Termination Date and the Executive Committee agrees to comply with the Data Protection Legislation (and will be an independent Controller) in respect of any information and personal data so transferred;

11.3.4 the Exit Transfer shall otherwise be on the same terms as the Transfer provided for by clauses 2 and 11 of this Deed except that:

(a) the College shall be the transferor and the Executive Committee (and, where directed by the Executive Committee in accordance with clause 11.3, the Company) shall be the transferee (or transferees);

(b) the Time of Transfer shall be 11:59pm on the Termination Date (or such later date as the Executive Committee and the College may agree in writing before the Termination Date);

(c) clauses 10.5 and 10.6 will apply in relation to the re-assignment of all relevant Intellectual Property Rights to the Executive Committee and ongoing licence arrangements between the Executive Committee and the College; and

11.3.5 the College, the Executive Committee and the Company will take all such steps as are reasonably necessary in order to give effect to the Exit Transfer on a timely and cost effective basis.

11.4 The College and the Executive Committee hereby agree and acknowledge that on an Exit Transfer TUPE may apply to the Employees and that if TUPE does so apply:

11.4.1 the College and the Executive Committee will comply with their respective obligations under TUPE; and

11.4.2 subject always to their respective obligations under TUPE and any legal or other obligations and/or duties the College may owe as an Employee's employer, each of the College and the Executive

Committee shall use their reasonable endeavours to secure that the Employees remain employed by the College following the Exit Transfer.

11.5 The College will meet all of the reasonable costs incurred by the Executive Committee in relation to the Exit Transfer (including the cost of any legal advice) provided that such costs are agreed in writing by the Executive Committee and the College following the giving of any notice to terminate this Deed in accordance with clause 11 of this Deed.

11.6 The College and the Executive Committee acknowledge that, in the event of an Exit Transfer, the Executive Committee will incur costs and expenses in providing the OCS Activities and that, without imposing any binding legal obligation, the College and the Executive Committee will seek to agree fair and reasonable terms for the provision of financial support by the College for the OCS Activities taking into account the interests of the College and the Old Cliftonians.

11.7 If this Deed is terminated, whether under this clause 11 or otherwise, the College may retain a copy of the OCS Database and any personal data (including, without limitation, Membership Data, and any personal data relating to Members, Parents, Pupils, and Old Cliftonians). The College may use the OCS Database and the retained personal data for any purpose, including (without limitation):

11.7.1 Direct marketing, fundraising, and other engagement and activities, (even if any such direct marketing, fundraising, other engagement or activities overlap with OCS Activities); and

11.7.2 To assist the College in its compliance with its legal and regulatory obligations,

and in respect of the personal data retained by the College, the College shall be an independent Controller and responsible for compliance with Data Protection Legislation.

## **12 Announcements**

12.1 No Party shall make, or permit any person to make, any public announcement concerning the existence, subject matter or terms of this Deed, the wider transactions contemplated by it, or the relationship between the Parties, without the prior written consent of the other Parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

## **13 VAT**

13.1 The Parties intend that (if relevant) section 49 of the Value Added Tax Act 1994 and article 5 of the Value Added Tax (Special Provisions) Order 1995 shall apply to the Transfer and each shall use reasonable endeavours to secure that pursuant to those provisions the Transfer is neither a supply of goods nor a supply of services for the purposes of value added tax but as the transfer of a business as a going concern.

13.2 If VAT is properly payable on any consideration in respect of the Transfer made pursuant to this Deed, such consideration will be exclusive of VAT and the College will pay to the Executive Committee an amount equal to the VAT which is properly payable on it on receipt of a valid VAT invoice (or such other documentation as may be required) from the Executive Committee.

## **14 General**

14.1 This Deed shall be binding upon and endure for the benefit of the successors of the Parties but shall not be assignable without the prior consent of the Parties.

14.2 This Deed shall remain in force and effect after the Time of Transfer in respect of any matters, covenants or conditions which shall not have been done, observed or performed prior to

the Time of Transfer, and all of the obligations of the Parties shall (except for any obligations fully performed at the Time of Transfer) continue in full force and effect.

14.3 This Deed and the documents referred to in it are made for the benefit of the Parties and their successors and permitted assigns and are not intended to benefit, or be enforceable by, anyone else.

14.4 This Deed, together with the documents referred to in it, contain the entire agreement between the Parties relating to the transfer of the OCS Activities and the Assets and the specific transactions contemplated by this Deed and supersedes all prior drafts, previous agreements, arrangements and understandings, whether in writing or oral, between the parties relating to these specific transactions, except to the extent that they are repeated in this Deed.

## 15 Severance

15.1 If any provision of this Deed (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of this Deed, and the validity and enforceability of the other provisions of this Deed shall not be affected.

15.2 If any provision of this Deed (or part of any provision) is found illegal, invalid or unenforceable, the parties shall negotiate in good faith to amend such provision such that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the parties' original intention.

## 16 Counterparts

16.1 This Deed may be executed in any number of counterparts, each of which is an original and which together have the same effect as if each party had signed the same document.

## 17 Governing law and jurisdiction

17.1 This Deed and any disputes or claims arising out of or in connection with its subject matter are governed by and construed in accordance with the law of England.

17.2 The Parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Deed.

**Executed as a deed** by the parties and delivered on the date stated at the beginning.

Executed as a Deed by affixing the common seal  
of **Clifton College** under the authority of its  
Council

In the presence of two of its members and the  
secretary of the Council

.....  
Member of the Council

Name:

.....

Member of the Council

Name:

.....

Secretary to the Council

Name:

Executed as a deed on behalf of the members of the **Executive Committee of the Old Cliftonian Society** by two of their number under an authority conferred by the meeting of the Executive Committee on 2025

.....

Executive Committee member of the **Old Cliftonian Society**

.....

Executive Committee member of the **Old Cliftonian Society**

Executed as a deed by **O.C. (Clifton College) Nominees Limited** acting by ,  
a director, in the presence of:

.....

[signature of director]

Director

Name:

.....

[signature of witness]

Witness name:

Witness address:

Witness occupation:



## **Schedule 1    Members of the Executive Committee of the Old Cliftonian Society**

Benjamin Philip Preston

Simon John Millington Reece

George Harris

Andrew Rudge

Alan Bailey

Alexander Turco

Sebastian D L Hoyle

Rachel Morris

James Alistair Isaacs

Jeremy Dawson Walters

Matthew John Howard-Cairns

John Francois Alun Davies

Mark Graeme Eldridge

Kate Victoria Holland-Smith