Dated 2023



THE CORNWALL COUNCIL

and

BODMIN COLLEGE

and

CORNWALL EDUCATION LEARNING TRUST

Funding Agreement for a Council Led Project for the benefit of Bodmin College, Lostwithiel Road, Bodmin, Cornwall, PL31 1DD

Contract Reference: 067278

DEED OF NOVATION

Legal Services Cornwall Council New County Hall Treyew Road Truro Cornwall TR1 3AY Ref: CA/ 067278 THIS DEED is dated the

day of

2023

BETWEEN:

- (1) THE CORNWALL COUNCIL of New County Hall, Treyew Road, Truro, Cornwall, TR1 3AY ("the Council"); and
- (2) **BODMIN COLLEGE** (Company Number: 07459742) whose registered address is at Lostwithiel Road, Bodmin, Cornwall, PL31 1DD ("the Outgoing Service Provider"); and
- (3) CORNWALL EDUCATION LEARNING TRUST (Company Number: 07565242) whose registered address is at Atlantic Centre, Trenance Park, Newquay, Cornwall, TR7 2LZ ("the Incoming Service Provider")

and each shall be a "Party" and together the "Parties."

RECITALS

- (A) The Council and the Outgoing Service Provider entered into a Funding Agreement for a Council Led Project for the benefit of Bodmin College dated 31 May 2022 ("the Agreement").
- (B) The Outgoing Service Provider has transferred its business to the Incoming Service Provider. The Outgoing Service Provider wishes to transfer its rights and obligations under the Agreement to the Incoming Service Provider as part of the business transfer.
- (C) The Parties have therefore agreed to novate the Outgoing Service Provider's rights, obligations and liabilities under the Agreement to the Incoming Service Provider on the terms of this deed with effect from the date of this deed (**Effective Date**).

NOW IT IS AGREED as follows:

Agreed terms

Novation

1. With effect from the Effective Date, the Outgoing Service Provider transfers all its rights and obligations under the Agreement to the Incoming Service Provider. The Incoming Service Provider shall enjoy all the rights and benefits of the Outgoing

Service Provider under the Agreement, and all references to the Outgoing Service Provider in the Agreement shall be read and construed as references to the Incoming Service Provider.

- The Incoming Service Provider agrees to perform the Agreement and be bound by its terms in every way as if it were the original party to it in place of the Outgoing Service Provider.
- 3. The Council agrees to perform the Agreement and be bound by its terms in every way as if the Incoming Service Provider were the original party to it in place of the Outgoing Service Provider.
- 4. Invoices submitted to the Council dated before the Effective Date shall be paid to the Outgoing Service Provider in accordance with the terms of the Agreement.
- 5. Invoices submitted to the Council for services provided after the Effective Date shall be paid to the Incoming Service Provider whose invoice address is Cornwall Education Learning Trust, Atlantic Centre, Trenance Park, Newquay, Cornwall, TR7 2LZ.

Release of obligations and liabilities

- 6. The Council and the Outgoing Service Provider release each other from all claims and demands under or in connection with the Agreement, including without limitation claims for negligence and fraud, whether arising before, on, or after the Effective Date, and in each case whether known or unknown to the releasing party.
- 7. The Council and the Incoming Service Provider may enforce the Agreement and pursue any claims and demands under or in connection with the Agreement against the other with respect to matters arising before, on or after the Effective Date as though the Incoming Service Provider were the original party to the Agreement instead of the Outgoing Service Provider.

Indemnity

8. The Incoming Service Provider shall indemnify the Outgoing Service Provider against all liabilities, costs, expenses, damages and losses that the Outgoing Service Provider suffers or incurs under or in connection with the Agreement as a result of the Incoming Service Provider's failure to perform or satisfy its assumed obligations under the Agreement.

- 9. The Incoming Service Provider shall indemnify the Council against all liabilities, costs, expenses, damages and losses that the Council suffers or incurs under or in connection with the Agreement as a result of the Outgoing Service Provider's failure to perform or satisfy its obligations under the Agreement before the Effective Date.
- 10. The Incoming Service Provider shall indemnify the Council against all liabilities, costs, expenses, damages and losses that the Council suffers or incurs under or in connection with the Agreement as a result of the Incoming Service Provider's failure to perform or satisfy its obligations under the Agreement on or after the Effective Date.

Third Parties

Except as expressly provided for in this Deed, this Deed does not create any right enforceable by any person who is not a party to it under the Contracts (Right of Third Parties) Act 1999.

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.

Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this deed or its subject matter or formation (including non-contractual disputes or claims).

IN WITNESS of which the Parties have caused this document to be duly executed as a Deed on the day and year first above written.

EXECUTED as a Deed by the)
THE CORNWALL COUNCIL whose)
common seal was hereunto)
affixed in the presence of:)
Signature:	
Authorised Officer	
Print name:	

EXECUTED as a Deed by
BODMIN COLLEGE acting by:
Signature: (Director) Print Name: E- SEWARD ADAMS.
Signature: Signature: 0.6000 (Director/Company Secretary) Print Name: 54500 COAD
OR A
Witness signature
Print name: M Bouck comes
Witness address: 18 Vinkster Cast
france 179 6PD
Occupation: Remos

EXECUTED as a Deed by)
CORNWALL EDUCATION LEARNING)
TRUST acting by:)
Signature: ABB (Director) Print Name: GEOFF BROWN	(a)
Signature: CBCate/ (Director/ Company Secretary) Print Name: CLARE BARRA CARTE	
OR	
Witness signature	
Print name:	
Witness address:	
Occupation:	

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