

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

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.

2. 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)

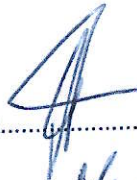
Print Name: E. SEWARD ADAMS.

Signature: .....

(Director/Company Secretary)

Print Name: JASON GOOD

OR

Witness signature: .....

Print name: M. Bond-Carr

Witness address: 15 KINGSLEY COURT

London TW9 6PD

Occupation: Retired

EXECUTED as a Deed by)
CORNWALL EDUCATION LEARNING)
TRUST acting by:)

Signature: ACB
(Director)
Print Name: GEOFF BROWN

Signature: CB Carter
(Director/ Company Secretary)
Print Name: CLAIRE BARBARA CARTER

OR

Witness signature.....

Print name:.....

Witness address:.....

.....

Occupation: