

DATED

2022

(1) [ORIGINAL APPLICANT'S NAME]

and

(2) [NEW APPLICANT'S NAME]

and

(3) THE ENGLISH SPORTS COUNCIL

DEED OF NOVATION

relating to

URN [insert]

[Description of Project]



Sport England
SportPark
1st Floor
3 Oakwood Drive
Loughborough
Leicestershire
LE11 3QF

DEED OF NOVATION

DATED the

day of

22

BETWEEN:

- (1) **[ORIGINAL APPLICANT'S NAME]**, Registered Company/Charity Number **[INSERT COMPANY/CHARITY NUMBER]** of **[Insert Registered address]** ("**Original Applicant**");
- (2) **[NEW APPLICANT'S NAME]**, Registered Company/Charity Number **[INSERT COMPANY/CHARITY NUMBER]** of **[Insert Registered address]** ("**New Applicant**");
and
- (3) **THE ENGLISH SPORTS COUNCIL**, Company Number RC000766, of SportPark, 1st Floor, 3 Oakwood Drive, Loughborough, Leicestershire, LE11 3QF ("**Sport England**")

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

BACKGROUND

- (1) Under the terms of an **[Lottery Funding Agreement][Exchequer Funding Agreement][Award Agreement]** dated **[Insert date]** ("**the Agreement**") between Sport England and the Original Applicant, the Original Applicant entered into obligations for the delivery of the Project details of which are contained and more particularised in the Agreement.
- (2) This Deed is supplemental to the Agreement.
- (3) With effect from and including the date of this Deed ("**Effective Date**") the Original Applicant wishes to be released and discharged from its rights and obligations under the Agreement and Sport England has agreed to release and discharge the Original Applicant upon the terms of the New Applicant undertaking to comply with the rights and obligations contained in the Agreement and to be bound by the terms of the Agreement in place of the Original Applicant.

THE PARTIES AGREE AS FOLLOWS:

As from the Effective Date:

1. Undertaking

The New Applicant undertakes to comply with the rights and obligations contained in the Agreement and to be bound by the terms of the Agreement in every way as if the New Applicant were a party to the Agreement in lieu of the Original Applicant.

2. Release

- 2.1. Sport England releases and discharges the Original Applicant from all claims and demands whatever in respect of the Agreement arising after the Effective Date and accepts the liability of the New Applicant under the Agreement in lieu of the liability of the Original Applicant and the New Applicant agrees to be bound by the terms of the Agreement in every way as if the New Applicant were named in the Agreement as a party in place of the Original Applicant.
- 2.2. The New Applicant agrees to indemnify Sport England in full against all costs, losses, damages or expenses (including reasonable legal fees) incurred as a result of any claims, proceedings or actions arising from any acts or omissions of the Original Applicant under the Agreement prior to the release of the Original Applicant under this Deed.

3. Governing law and interpretation

- 3.1. The law of this Deed is English law and the English courts shall have jurisdiction with regard to all matters arising therefrom.
- 3.2. The definitions given in the Background hereto shall apply to this Deed.
- 3.3. Clause headings in this Deed shall be of no effect.

4. Contracts (Rights of Third Parties) Act 1999

It is hereby expressly agreed and declared that none of the provisions of this Deed are intended to or will operate to confer any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 on any person who is not named as a party to this Deed.

5. Counterparts

This Deed may be executed in counterparts but the counterparts together shall constitute together one and the same instrument.

This document is executed as a deed and delivered on the date stated at the beginning of this document.

EXECUTED AS A DEED by)
[ORIGINAL APPLICANT'S NAME] acting by)

Director

Secretary

EXECUTED AS A DEED by)
[NEW APPLICANT'S NAME] acting by)

Director

Secretary

THE ENGLISH SPORTS COUNCIL

The application of
THE COMMON SEAL of the
ENGLISH SPORTS COUNCIL
to this deed
has been authenticated by:

.....
Signature

.....
Signature

.....
Name

.....
Name

.....
Title

.....
Title