

5 September 2016

2016

Deed of Novation and Variation

of

Grant Framework Agreement

Post Office Limited <sup>(1)</sup> and  
National Federation of Sub-Postmasters (unincorporated association) <sup>(2)</sup> and  
National Federation of Sub-Postmasters (incorporated company) <sup>(3)</sup>

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**DATE**

**2016**

**PARTIES**

- (1) **POST OFFICE LIMITED** incorporated and registered in England and Wales with company number 02154540 whose registered office is at Finsbury Dials, 20 Finsbury Street, London, EC2Y 9AQ (**POL**);
- (2) **NATIONAL FEDERATION OF SUB-POSTMASTERS** an unincorporated association whose head office is at Evelyn House, 22 Windlesham Gardens, Shoreham-by-Sea, United Kingdom BN43 5AZ (**Outgoing Party**); and
- (3) **NATIONAL FEDERATION OF SUB-POSTMASTERS** a company incorporated in England under company number 09771284 whose registered office is at Evelyn House, 22 Windlesham Gardens, Shoreham-by-Sea, United Kingdom BN43 5AZ (**Incoming Party**).

**BACKGROUND**

- (A) POL and the Outgoing Party entered into a grant framework agreement on 21 July 2015 (**Grant Agreement**) pursuant to which POL agreed to provide certain grant funding to the Outgoing Party. A copy of the Grant Agreement is annexed to this deed.
- (B) The Outgoing Party has undertaken a process of organisational transition and, as an aspect of such transition, the Incoming Party has been incorporated as a company limited by guarantee.
- (C) Following the incorporation of the Incoming Party, the entire business and assets of the Outgoing Party was transferred to the Incoming Party (**Transfer**) on 31 March 2016. As a consequence of such transfer, the Outgoing Party wishes to transfer its rights and obligations under the Grant Agreement to the Incoming Party and the Incoming Party is willing accept the transfer of such rights and obligations.
- (D) The parties have therefore agreed to novate the Outgoing Party's rights and obligations under the Grant Agreement to the Incoming Party on the terms of this deed with effect from the date of this deed (**Effective Date**).

**AGREED TERMS**

**1. DEFINITIONS AND INTERPRETATION**

Unless otherwise separately defined in this deed, the words and expressions defined in the Grant Agreement, together with the interpretation provisions therein, shall have the same meaning and effect as if set out in full in this deed.

**2. NOVATION**

- 2.1 With effect from the Effective Date, the Outgoing Party transfers all its rights and obligations under the Grant Agreement to the Incoming Party. The Incoming Party shall enjoy all the rights and benefits of the Outgoing Party under the Grant Agreement, and all references to the Outgoing Party in the Grant Agreement shall be read and construed as references to the Incoming Party.
- 2.2 With effect from the Effective Date, the Incoming Party agrees to perform the Grant Agreement and be bound by its terms in every way as if it were the original party to it in place of the Outgoing Party.
- 2.3 With effect from the Effective Date, Post Office Ltd agrees to perform the Grant Agreement and be bound by its terms in every way as if the Incoming Party were the original party to it in place of the Outgoing Party.

### **3. WARRANTIES & ACKNOWLEDGEMENTS**

- 3.1 The Outgoing Party and the Incoming Party hereby warrant on a joint and several basis that the entire business and assets of the Outgoing Party were transferred to the Incoming Party on 31 March 2016.
- 3.2 The Outgoing Party hereby acknowledges receipt of all Annual Grant Payments due for the period up to the Effective Date and all grant monies for Approved Projects due for the period up to the Effective Date and confirms that Post Office Ltd has fulfilled all of its obligations in this regard and that no Annual Grant Payments or grant payments for Approved Projects are outstanding whatsoever.

### **4. RELEASE OF OBLIGATIONS**

- 4.1 Subject to clauses 4.2 and 4.3 below, POL and the Outgoing Party release each other from future obligations to the other under the Grant Agreement from the Effective Date.
- 4.2 The Outgoing Party shall continue to be liable for any failure by it to perform its obligations under the Grant Agreement before the Effective Date.
- 4.3 Nothing in this deed shall affect or prejudice any claim or demand that POL may have against the Outgoing Party under or in connection with the Grant Agreement arising before the Effective Date.

### **5. INDEMNITY**

- 5.1 The Incoming Party shall indemnify the Outgoing Party against all liabilities, costs, expenses, damages and losses that the Outgoing Party suffers or incurs under or in connection with the Grant Agreement as a result of the Incoming Party's failure to perform or satisfy its assumed obligations under the Grant Agreement after the Effective Date.
- 5.2 The Outgoing Party shall indemnify the Incoming Party against all liabilities, costs, expenses, damages and losses that the Incoming Party suffers or incurs under or in connection with the Grant Agreement as a result of the Outgoing Party's failure to perform or satisfy its obligations under the Grant Agreement before the Effective Date.

### **6. VARIATION TO THE GRANT AGREEMENT**

- 6.1 With effect from the Effective Date, the Grant Agreement shall be varied as follows:
- 6.1.1 the reference to "1 April 2016" in clause 4.3 shall be amended to read "30 November 2016";
- 6.1.2 the reference to "1 April 2016" in clause 4.3 shall be amended to read "30 November 2016";
- 6.1.3 the reference to "1 April 2016" in the last line of clause 7.2.5 shall be amended to read "30 November 2016"; and
- 6.1.4 the reference to "1 April 2016" in clause 7.2.6(b) shall be amended to read "30 November 2016".
- 6.2 Except as expressly set out in this clause 6, the Grant Agreement shall continue in full force and effect.

### **7. 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.

**8. 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).

**This Deed is made on**

**2016**

Executed as a deed by affixing the Common Seal of **POST OFFICE LIMITED** in the presence of a duly authorised signatory:

.....  
A duly authorised signatory

Executed as a deed by the **NATIONAL FEDERATION OF SUB-POSTMASTERS** (unincorporated association):

.....  
**George Ritchie Thomson**  
CEO

.....  
Witness signature

.....  
Witness name

.....

.....

.....

.....  
Witness occupation

.....

**Paul Christopher Haines**

Member of the Executive Council

.....

Witness signature

.....

Witness name

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Witness occupation

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**Ian Christopher Park**

Member of the Executive Council

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Witness signature

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Witness name

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Witness occupation

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**James Arthur Nott**  
Chair of NFSP Trustees

.....  
Witness signature

.....  
Witness name

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.....  
.....

.....  
Witness occupation

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Executed as a deed by **NATIONAL  
FEDERATION OF SUB-  
POSTMASTERS** (incorporated  
company) acting by two Directors or by  
one Director and the Company  
Secretary:

.....  
Director

.....  
Director/Secretary

**Annex**  
**The Grant Agreement**