DEED OF GRANT

dated 2019

between

1. **GENERAL PRACTITIONERS DEFENCE FUND LIMITED** (incorporated in England and Wales with registered number 1508388) whose registered office is at Mazars LLP, Tower Bridge House, St Katharine's Way, St Katharine's & Wapping, London E1W 1DD (**GPDF**); and
2. **The Party or Parties named in Schedule 1** (**Grantee**).

RECITALS

1. GPDF will, on the terms of this Deed, make a grant to Grantee for the purpose set out in Schedule 1.

AGREED TERMS

## Definitions

1. **Business Day** means a day (other than a Saturday or Sunday) on which banks are open for general business in London;
2. **Commencement Date** means the date on which GPDF executes this Deed;
3. GPDF Marks means the trade marks set out in Schedule 3 (which are in the process of registration);

**Grant** means the grant in the amount set out at part 3 of Schedule 1, which may be drawn down by Grant Request in instalments, made available by GPDF to Grantee in accordance with this Deed;

1. **Grant Date(s)** means the date, or in the case of instalments the dates, the Grant is made available by GPDF to Grantee as set out at part 4 of Schedule 1;
2. **Grant Request** means a request for an instalment of the Grant made in writing by Grantee to GPDF;
3. **Grant Request Date** means the date(s) proposed by Grantee for an instalment of the Grant;
4. **Grant Standards** means the standards set out at Schedule 2;
5. **Purpose** has the meaning set out in Schedule 1;
6. **Quarter** means each period of three months the first commencing on the Commencement Date and all subsequent periods commencing on each three month anniversary thereof;
7. **Term** has the meaning in clause 1.3; and
8. **Territory** means the United Kingdom.

## The Schedules form part of this Deed and shall have effect as if set out in full in the body of this Deed. Any reference to this Deed includes the Schedules.

## This Deed shall commence on the Commencement Date and, subject to clause 1.4 below, shall continue until terminated by GPDF in accordance with this Deed.

## If Grantee has not made a Grant Request within 30 days of the Commencement Date this Deed shall automatically expire on the 30th day following the Commencement Date unless the parties agree otherwise in writing.

GRANT

## Subject to the terms of this Deed and specifically clause 1.4 and clause 2.3, GPDF agrees to provide Grantee with an instalment of the Grant by the relevant Grant Request Date for that instalment.

## Subject to clause 1.4 Grantee shall request a grant by delivery to GPDF of a Grant Request not later than ten Business Days before the Grant Request Date.

## The liabilities of the Grantee shall be joint and several.

PURPOSE

## Grantee shall use the Grant received by it pursuant to the terms of this Deed only for the Purpose.

## Grantee agrees and undertakes to comply with the Grant Standards as set out in Schedule 2.

## GPDF is not bound to monitor or verify the application of the Grant.

AUDIT

## Grantee shall promptly (and in any event within 10 Business Days of GPDF’s request) supply to GPDF such information and documentation as GPDF may reasonably request in relation to the activities of Grantee to the extent that such information and documentation relates to activities funded by a Grant. The parties agree that GPDF may provide a copy of the information and documentation provided by Grantee to GPDF’s auditors.

## Grantee shall provide GPDF with a financial report on its use of the Grant on the last Business Day of every Quarter following the Commencement Date and in such formats as GPDF may reasonably require to verify that the Grant is being used by Grantee for the Purpose.

AGENCY

## Nothing in this Deed is intended to, or shall be deemed to, establish any partnership or joint venture between the parties. Grantee is not and shall in no circumstances hold itself out as being the agent or partner of GPDF.

ACKNOWLEDGMENT OF GRANT AND LICENCE

## GPDF will require Grantee to acknowledge the Grant provided by GPDF by publishing a statement approved by GPDF that the GPDF provided the Grant to Grantee for the Purpose.

## GPDF may require Grantee to display the GPDF’s Marks when acknowledging the Grant provided by GPDF and for these purposes GPDF provides a non-exclusive licence to use the GPDF Marks during the Term for the Territory and in accordance with the terms set out in this Deed.

## Grantee shall comply with any and all instructions GPDF may give to Grantee in relation to the use of the GPDF Marks.

## The parties agree that GPDF may refer to the Grant made by GPDF to Grantee for the Purpose, including on GPDF’s website or other publications issued by GPDF.

# **INTELLECTUAL PROPERTY**

## Grantee shall not use the GPDF Marks or any part of them or anything confusingly similar to them, except as authorised under this Deed.

## All rights in GPDF Marks, including all goodwill associated with them, shall be the exclusive property of GPDF and Grantee shall not acquire any rights in the GPDF Marks, nor in any developments or variations of them. Grantee hereby acknowledges and agrees that the benefit of all use of the GPDF Marks (including but not limited to all goodwill generated) shall at all times enure to GPDF.

## Grantee’s licence to use the GPDF Marks shall immediately cease on expiry or termination of this Deed and immediately on the request of GPDF Grantee shall destroy all materials bearing the GPDF Marks.

# **LIMITATION AND EXCLUSION OF LIABLITY**

## Nothing in this Deed shall limit or exclude a party's liability for death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors, or for fraud or fraudulent misrepresentation.

## Subject to Clause 8.1, under no circumstances shall GPDF be liable for any of the following, whether in contract, tort (including negligence) or otherwise:

### loss of revenue or anticipated revenue;

### loss of savings or anticipated savings;

### loss of business opportunity;

### loss of profits or anticipated profits;

### wasted expenditure; or

### any indirect or consequential losses.

## Subject to Clause 8.1, GPDF’s maximum aggregate liability in contract, tort (including negligence) or otherwise, however arising, under or in connection with this Deed shall be limited to the amount of the Grant paid under this Deed, always provided that where any sums are repaid to GPDF pursuant to clause 9 the maximum aggregate liability shall be reduced by the amount of such repayment.

EVENT OF DEFAULT

## If GPDF considers that Grantee has failed to comply with any of its obligations under this Deed, GPDF shall be entitled to serve a written notice on Grantee setting out the nature and details of the alleged breach and may:

### without incurring any liability in doing so suspend the provision of all or any part of the Grant until such time as Grantee has complied with its obligations to GPDF’s satisfaction; and/or

### terminate this Deed immediately on written notice to Grantee and, where the Grant or any part of it, has already been paid, serve a written demand on Grantee for repayment of the amount of the Grant already paid to Grantee.

## If Grantee receives notice from GPDF for repayment of the Grant in accordance with clause 9.1.2, Grantee must make the payment demanded within 10 Business Days of the date of the notice.

# **EFFECT OF TERMINATION OR EXPIRY**

## Termination or expiry of this Deed shall not affect the rights and obligations of the parties which have accrued at the date of expiry or termination including but not limited to the obligation of Grantee to repay the Grant in accordance with clause 9 above.

VARIATION AND ASSIGNMENT

## Any term of this Deed may be varied, amended or waived only with the written consent of the other party.

## Grantee may not assign any of its rights or transfer any of its rights or obligations under this Deed.

NOTICES

## Any communication to be made under or in connection with this Deed shall be made in writing and, unless otherwise stated, may be made by:

### letter delivered by hand or by pre-paid first-class post or other next working day delivery service at its principal place of business marked for the attention of the Chairperson in the case of GPDF, and Chief Executive Officer, Practice Manager or Individual as appropriate in the case of Grantee; or

### by e-mail to the e-mail addresses listed in part 5 of Schedule 1.

## Any notice shall be deemed to have been received:

### if delivered by hand, on signature of a delivery receipt;

### if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting;

### if sent by e-mail, on the same day if sent not later than 4.30pm, or on the next Business Day if sent after 4.30pm.

## This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

THIRD PARTY RIGHTS

## A person who is not a party has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Deed.

## The consent of any person who is not a party is not required to rescind or vary this Deed at any time.

ENTIRE AGREEMENT

## The parties agree that this document sets out the entire agreement between the parties in relation to the Grant and supersedes all prior oral or written agreements, arrangement or understandings between them relating to the Grant.

## Each party acknowledges that in entering into this Deed it does not rely on and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Deed. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Deed. Nothing in this clause shall limit or exclude any liability for fraud.

PARTIAL INVALIDITY

## If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

COUNTERPARTS

## This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy.

GOVERNING LAW

## This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law.

## The courts of England and Wales have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed).

## The Parties agree that the courts of England and Wales are the most appropriate and convenient courts to settle disputes and accordingly no party will argue to the contrary.

* + 1. Delete as appropriate: [Party/Parties]:

[In the case of incorporated LMCs: NAME OF LMC, COMPANY NUMBER, REGISTERED ADDRESS]

[in the case of non-incorporated LMCs: NAME OF MANAGEMENT COMMITTEE MEMBERS, NAME OF LMC, PRINCIPAL PLACE OF BUSINESS]

[In the case of an individual or Practice: NAME(S), PRACTICE NAME, PRINCIPAL PLACE OF BUSINESS]

* + 1. Purpose: [PURPOSE FOR WHICH GRANT IS ADVANCED]
    2. Grant: [£ ].
    3. [Delete if not relevant - The Grant will be made in separate instalments as follows:]

[DATE]: [AMOUNT]

[DATE]: [AMOUNT]

* + 1. Email addresses for service of Notices:

GPDF: chair@gpdf.org.uk; [cosec@gpdf.org.uk](mailto:cosec@gpdf.org.uk)

Grantee: [EMAIL ADDRESS]

[ANY APPLICABLE GRANT STANDARDS REQUIRED BY GPDF]

SCHEDULE 3

[IMAGE OF GPDF MARK – ADD A ‘TM’ TO DEMONSTRATE IT IS BEING USED AS A TRADE MARK AND “R” WHEN REGISTRATION COMPLETE]

Execution page

DEED OF GRANT

This document has been executed by the Parties as a deed and is delivered on the date set out at the beginning of this Deed.

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| --- | --- | --- |
| **Executed** as a **Deed** by **General Practitioners Defence Fund Limited** acting by a director in the presence of: | ) ) ) | sign here: |
|  |  | Director  print name: |
| Witness signature: |  | Witness sign here: |
| Witness name: |  | print name: |
| Witness address: |  | insert address here: |
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|  |  |  |
| Witness occupation: |  | insert occupation here: |

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| **Executed** as a **Deed** by [Please delete as appropriate: [Name of LMC if incorporated], acting by a director] OR [If unincorporated or Practice or individual, names of management committee members/practice manager/individual. Note: each should sign and have signature witnessed]  in the presence of: | ) ) ) | sign here: |
|  |  | Director  print name: |
| Witness signature: |  | Witness sign here: |
| Witness name: |  | print name: |
| Witness address: |  | insert address here: |
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| Witness occupation: |  | insert occupation here: |