

Dated: 19<sup>th</sup> March 2021

(1) **The Commissioners for Her Majesty's Revenue &  
Customs**

- and -

(2) **Buckingham Group Contracting Limited**

- and -

(3) **Pickerings Hire Limited**

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## **NOVATION AGREEMENT**

relating to a development at

**EU Transitions Border Programme Ebbsfleet/Ashford/North Weald**

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THIS NOVATION AGREEMENT is made the                      day of                      2021

**BETWEEN:**

- (1) **The Commissioners for Her Majesty's Revenue & Customs** of 100 Parliament Street, Westminster, London, SW1A 2BQ ("**the Client**")
- (2) **Buckingham Group Contracting Limited** [REDACTED] whose registered [REDACTED]
- (3) **Pickerings Hire Limited** (company registration number 950139 whose registered office is at Ashby Road, Measham, Swadlincote, Derbyshire, DE12 7JW ("**the Supplier**")

**WHEREAS:**

- (A) By an agreement dated 31<sup>st</sup> March 2020 made between the Contractor and the Supplier ("**the Supply Agreement**") to which this Novation Agreement is supplemental the Contractor appointed the Supplier in connection with **EU Transitions Border Programme Ebbsfleet/Ashford/North Weald** ("**the Development**").
- (B) By a contract dated 1<sup>st</sup> April 2020 made between the Client and the Contractor ("**the Building Contract**") to which this Novation Agreement is supplemental the Client engaged the Contractor to carry out the design and construction of the Development.
- (C) The Contractor has agreed (with the consent of the Supplier) to transfer all his rights and obligations under the Supply Agreement to the Client and the Supplier has agreed to accept the liability of the Client in place of the liability of the Contractor under the Supply Agreement upon and subject to the terms of this Novation Agreement.

**IN CONSIDERATION OF THE RESPECTIVE RELEASING OF LIABILITY AND GRANTING OF OBLIGATIONS AND ACCEPTING OF LIABILITY, THE SUFFICIENCY OF WHICH IS ACKNOWLEDGED BY THE CLIENT, CONTRACTOR AND SUPPLIER, IT IS HEREBY AGREED AS FOLLOWS:**

**1. RELEASE BY CONTRACTOR**

The Contractor releases and discharges the Supplier from further performance of the Supplier's obligations under the Supply Agreement and from all claims and demands whatsoever arising out of or in respect of the Supply Agreement whether arising prior to, on or subsequent to the date of this Novation Agreement.

**2. RELEASE BY SUPPLIER**

The Supplier releases and discharges the Contractor from further performance of the Contractor's obligations under the Supply Agreement and from all claims and demands whatsoever arising out of or in respect of the Supply Agreement whether arising prior to on or subsequent to the date of this Novation Agreement.

**3. ACKNOWLEDGEMENT BY SUPPLIER**

The Supplier acknowledges that all fees and expenses properly due to the Supplier under the Supply Agreement up to the date of this Novation Agreement have been paid by the Contractor. [and the amount paid is £{            }].

#### **4. ACCEPTANCE OF LIABILITY BY CLIENT**

The Client accepts the liabilities of the Contractor under the Supply Agreement and agrees to perform all the duties and to discharge all the obligations of the Contractor under it and to be bound by all its terms and conditions in every way as if he were named in the Supply Agreement as a party ab initio in place of the Contractor. Without limiting the generality of the foregoing the Client acknowledges and agrees that he will receive and accept responsibility for negotiating and settling all claims and demands whatsoever against the Contractor arising out of or in respect of the Supply Agreement whether arising prior to on or subsequent to the date of this Novation Agreement.

#### **5. ACCEPTANCE OF LIABILITY BY SUPPLIER**

5.1 The Supplier agrees to perform all his duties and to discharge all his obligations under the Supply Agreement and to be bound by all its terms and conditions in favour of the Client in every way as if the Client were named in the Supply Agreement as a party ab initio in place of the Contractor. Without limiting the generality of the foregoing, the Supplier acknowledges and agrees that the Client shall have the right to enforce the Supply Agreement and pursue all claims and demands (future or existing) by the Contractor whatsoever arising out of or in respect of the Supply Agreement whether arising prior to on or subsequent to the date of this Novation Agreement.

5.2 Without prejudice to Clause 5.1, the Supplier warrants to the Client that he shall be liable for any loss or damage suffered or incurred by the Client arising out of any negligent act, default or breach by the Supplier in the performance of its obligations under the Supply Agreement prior to the date of this Novation Agreement. Subject to any limitation of liability in the Supply Agreement, the Supplier shall be liable for such loss or damage notwithstanding that such loss or damage would not have been suffered or incurred by the Client (or suffered or incurred to the same extent by the Client).

#### **6. SUPPLY AGREEMENT**

The terms and conditions of this Novation Agreement represent the entire agreement between the parties relating to the novation of the Supply Agreement and except as specifically amended by this Novation Agreement all the terms and conditions of the Supply Agreement remain in full force and effect.

#### **7. NO DISCHARGE OF SUPPLIER'S LIABILITY**

Nothing in this Novation Agreement shall operate to discharge the Supplier from any liability in respect of duties performed prior to the execution of this Novation Agreement.

#### **8. COUNTERPARTS**

This Novation Agreement may be executed in any number of counterparts, which shall together constitute one contract. Any party may enter into this Novation Agreement by signing any such counterpart.

IN WITNESS of which this Novation Agreement has been duly executed by the parties hereto the day and year first above written.

**SIGNED** by or on behalf of )  
**THE CLIENT** )

[Redacted Signature]

In the presence of:

Authorised Signatory

Witness Name..... [Redacted]

Witness Signature..... [Redacted]

Witness Address..... [Redacted]

[Redacted Address Line]

[Redacted Address Line]

**SIGNED** by or on behalf of )  
**THE SUPPLIER** )

[Redacted Signature]

In the presence of:

Authorised Signatory

Witness Name: [Redacted]

Witness Signature..... [Redacted]

Witness Address: Ashby Rd, Measham, Derbyshire, DE12 7JW

[Redacted Address Line]

[Redacted Address Line]

**SIGNED** by or on behalf of )  
**THE CONTRACTOR** )

In the presence of:

Authorised Signatory

Witness Name.....

Witness Signature.....

Witness Address.....

[Redacted Address Line]

[Redacted Address Line]