

THIS DEED is made the _____ day of _____ 2016 BETWEEN THE HOMES AND COMMUNITIES AGENCY of Arpley House 110 Birchwood Boulevard Birchwood Warrington WA3 7BH("the HCA") of the one part and CG GODFREY LIMITED (Company registration number 02252115) whose registered office is at Glenside South West Pinchbeck Spalding Lincs PE11 3NH("the Contractor") of the other part

BACKGROUND

(a)The Contractor recently contracted with the Borough Council of King Lynn and West Norfolk("the Council")to carry out certain works to Puny Drain in King's Lynn upon the terms of the attached contract dated 14th March 2016 and made between the Council(1) and the Contractor(2)

(b)THE HCA owns certain neighbouring land at King's Lynn through which Puny Drain passes and wishes to appoint the Contractor to carry out similar works to the section of the drain which passes through the HCA's land on terms similar to those contained in the attached contract save that the price to be paid by the HCA for carrying out the works to the section of the drain in the HCA's land is [REDACTED] exclusive of value added tax.

(c) The agreed extent of the works to be carried out to that section of the drain which crosses the HCA's land is set out in Annex 1 attached hereto ("the Works")

(d) The HCA and the Contractor have agreed that the Works will be commenced on the _____ day of _____ 2016 and end on the _____ day of _____ 2016.

2 INTERPRETATION

2.1 In this Deed :-

2.1.1 obligations expressed to be made or assumed by a party comprising more than one person are made and are to be construed as made by all such persons jointly and severally

2.1.2 words denoting one gender include both other genders and word denoting persons include firms and corporations and vice versa

2.1.3 words importing the singular number include the plural and vice versa

2.1.4 clause paragraph and schedule headings are not to affect interpretation

2.1.5 unless the context otherwise requires an obligation on a party includes the obligation to procure that it is performed or observed

2.1.6 any obligation on a party not to do or omit to do anything includes an obligation not to allow that thing to be done or omitted to be done by any employee servant agent consultant acting on that party's behalf or under that party's control

2.1.7 The words "include" and "including" are deemed to be followed by the words "without limitation"

2.1.8 Any references in this Deed to "liability" include where the context allows claims demands proceedings damages loss costs and expenses

3 AGREEMENT

3.1. The Works are described in Annex 1 attached hereto

3.2. The price to be paid for the Works will be [REDACTED] exclusive of value added tax.

3.3. The Contractor will commence the Works on the [REDACTED] day of [REDACTED] 2016 and complete them on the [REDACTED] day of [REDACTED] 2016.

3.4 The Terms on which the Contractor will carry out the Works are those set out in the attached contract between the Council(1) and the Contractor(2) (mutatis mutandis) and in applying the relevant terms of the attached contract to this Deed and its interpretation "the Purchaser" shall mean the HCA and "the Supplier" shall mean the Contractor .

3.5 The Contractor undertakes and warrants to the HCA that it will carry out its duties and obligations under this contract with all the reasonable skill care and diligence to be expected of a qualified and experienced member of the Contractor's profession undertaking works similar in scope and character to the Works

3.6 Nothing in this Deed shall affect any collateral warranty given or to be given by the Contractor to any third party in respect of the Works

3.7 A third party given a collateral warranty by the Contractor may enforce the benefit of the immediately preceding sub-clause

3.8 Except as provided in clause 3.7 above a person who is not a party to this Deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed

3.9 This Deed and any dispute arising out of or in connection with it or its subject matter shall be governed and construed in accordance with the laws of England and Wales

IN WITNESS whereof the parties hereto have executed and delivered this document as a deed on the day and year first before written.

THE COMMON SEAL of

THE HOMES AND COMMUNITIES AGENCY

was hereunto affixed in the presence of:

Authorised Signatory.

EXECUTED as a DEED by CG GODFREY LIMITED

Acting by two Directors :

Name of Director [REDACTED]

Signature [REDACTED]

COMMERCIAL

Name of Director

Signature

ANNEX 1.

Attached hereto and comprising 2 pages