



**National Highways Limited**

## **Framework Information**

### **Appendix 8**

## **Scheme Delivery Framework (SDF)**

### **Form of Novation**

(Old Client to New Client)

**CONTENTS AMENDMENT SHEET**

<b>Issue. No.</b>	<b>Revision No.</b>	<b>Amendments</b>	<b>Initials</b>	<b>Date</b>
0	0	Contract Issue	AJP	Sept 21

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**NATIONAL HIGHWAYS LIMITED**  
as Old Client

**[●]**  
as New Client

**[●]**  
as Supplier

**DEED OF NOVATION**

relating to the Scheme Delivery framework contract for the provision of Construction Works and associated services in National Highways Sublot [●]

DATED [●]

## Parties

- 1) **NATIONAL HIGHWAYS LIMITED** (company no 09346363) whose registered office is at Bridge House, 1 Walnut Tree Close, Guildford, Surrey GU1 4LZ (the “**Old Client**”),
- 2) *[insert details of replacement authority]* (the “**New Client**”)
- 3) [●] (company no [●]) whose registered office is at [●] (the “**Supplier**”)

## Background

- A) By the Contract, the Old Client has employed the Supplier to provide the Service.
- B) The Old Client has agreed (with the consent of the Supplier) to transfer all its rights and obligations under the Contract to the New Client and the Supplier has agreed to accept the liability of the New Client in place of the liability of the Old Client under the Contract upon and subject to the terms of this deed, which is supplemental to the Contract.

## 1. Definitions and Interpretation

- 1.1 Unless the contrary intention appears, the following definitions apply:

“**Contract**” means together a) the framework contract dated [●] between the Old Client and the Supplier (including any further agreement varying or supplementing the framework contract); b) any Work Orders awarded by the Old Client to the Supplier pursuant to the framework contract;

under which the Supplier has agreed to provide the Service.

“**Service**” means the works and/or services to be carried out by the Supplier pursuant to the Contract.

Otherwise the words and expressions used in this Agreement (including the Recitals) shall have the meanings ascribed to them in the Contract.
- 1.2 The clause and paragraph headings in this deed are for ease of reference only and are not to be taken into account in the construction or interpretation of any provision to which they refer.
- 1.3 Words in this deed denoting the singular include the plural meaning and vice versa.
- 1.4 References in this deed to any statutes or statutory instruments include any statute or statutory instrument amending, consolidating or replacing them

respectively from time to time in force, and references to a statute include statutory instruments and regulations made pursuant to it.

- 1.5 Words in this deed importing one gender include both other genders and may be used interchangeably, and words denoting natural persons, where the context allows, include corporations and vice versa.

## 2. Novation

- 2.1 The Old Client and the Supplier release and discharge each other from the further performance of their respective obligations under the Contract and the Supplier acknowledges and accepts the liability of the New Client in place of the liability of the Old Client under the Contract.
- 2.2 The Supplier undertakes to be bound to the New Client by the terms of the Contract in every way as if the New Client was and always had been a party to the Contract in place of the Old Client.
- 2.3 The Supplier acknowledges and warrants to the New Client that it has duly observed and performed and will continue duly to observe and perform all its obligations under the Contract.

## 3. New Client's Undertakings

- 3.1 Subject to Clause 4.1 below, the New Client undertakes to be bound to the Supplier by the terms of the Contract and to perform the obligations on the part of the Client under the Contract in every way as if the New Client was and always had been a party to the Contract in place of the Old Client.

## 4. Payment of Sums Due

- 4.1 The Supplier and the Old Client agree that the total amount to be paid by the Old Client to the Supplier for the Service provided under the Contract prior to the date of this deed is £[●]. The Supplier acknowledges that the Old Client has paid the sum of £[●] prior to the date of this deed. The balance of £[●] shall be invoiced by the Supplier to the Old Client and paid by the Old Client in accordance with the Contract.
- 4.2 The Supplier and the New Client agree that the New Client shall be solely responsible (to the exclusion of the Old Client) for payment of all sums due to the Supplier under the Contract for any Service provided after the date of this deed.
- 4.3 Where, under Clause 2.2 above or under any other contract between the New Client and the Supplier, any sum of money is recoverable from or payable by the Supplier to the New Client, such sum may be deducted from or reduced by the amount of any sum then due or which may at any time become due from the New Client to the Supplier under Clause 4.2 above or

under any other contract with any Department or Office of Her Majesty's Government.

## 5. Notices

- 5.1 Any notice or other communication required under this deed shall be given in writing and shall be deemed to have been properly given if compliance is made with section 196 of the Law of Property Act 1925 (as amended by the Recorded Delivery Service Act 1962 and the Postal Services Act 2000).

## 6. Governing Law and Disputes

- 6.1 This deed and any non-contractual obligations arising out of or in connection with it shall be governed by English law.
- 6.2 The parties agree that the courts of England and Wales shall have exclusive jurisdiction to determine any dispute arising out of or in connection with this deed, including (without limitation) in relation to any non-contractual obligations. The parties irrevocably submit to the jurisdiction of those courts.

**Execution Page**

**This deed has been executed as a deed and delivered on the date stated at the beginning of this deed.**

**OPTION 1a [execution by National Highways under seal]**

Executed as a deed by **NATIONAL HIGHWAYS LIMITED** by affixing its common seal in the presence of:

Director

Director/Secretary

**OPTION 1b [execution by Highways England under seal]**

Executed as a deed by **NATIONAL HIGHWAYS LIMITED** by affixing its common seal in the presence of:

Authorised Signatory

Authorised Signatory

**OPTION 2a**

Executed as a deed by **NATIONAL HIGHWAYS LIMITED** acting by:

Director

Director/Secretary

**OPTION 2b**



Executed as a deed by <b>NATIONAL HIGHWAYS LIMITED</b> acting by:	
	Authorised Signatory
	Authorised Signatory

Executed as a deed by [NEW CLIENT] in the presence of:	
	Authorised Signatory
	Authorised Signatory

Executed as a deed by [SUPPLIER] in the presence of:	
	Authorised Signatory
	Authorised Signatory