



Highways England Company Limited

Scope

Form of Novation

Annex 14
(Old Consultant to New Consultant)

HIGHWAYS ENGLAND COMPANY LIMITED
as Client

[●]
as New Consultant

[●]
as Old Contractor

DEED OF NOVATION

relating to a [●] contract for the provision of [●] in Highways England Area [●]

DATED [●]

Parties

- 1) **HIGHWAYS ENGLAND COMPANY LIMITED** (company no 09346363) whose registered office is at Bridge House, 1 Walnut Tree Close, Guildford, Surrey GU1 4LZ (the “Client”),
- 2) [●] (company no [●]) whose registered office is at [●] (the “Old Consultant”)
- 3) [●] (company no [●]) whose registered office is at [●] (the “New Consultant”)

Background

- A) By the Contract, the Client has employed the Old Consultant to Provide the Service.
- B) The Old Consultant has agreed (with the consent of the Client) to transfer all its rights and obligations under the Contract to the New Consultant and the Client has agreed to accept the liability of the New Consultant in place of the liability of the Old Consultant 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 the contract dated [●] between the Client (1) and the Old Consultant (2) (including any further agreement varying or supplementing the Contract) under which the Old Consultant has agreed to provide the Service.
“**Service**” means the services to be carried out by the Old Consultant pursuant to 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 Consultant and the Client release and discharge each other from the further performance of their respective obligations under the Contract and the Client acknowledges and accepts the liability of the New Consultant in place of the liability of the Old Consultant under the Contract
- 2.2 The New Consultant undertakes to be bound to the Client by the terms of the Contract in every way as if the New Consultant was and always had been a party to the Contract in place of the Old Consultant.
- 2.3 The Client acknowledges and warrants to the New Consultant that it has duly observed and performed and will continue duly to observe and perform all its obligations under the Contract.

3. New Consultant's Undertakings

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

4. Payment of Sums Due

- 4.1 The Client and the Old Consultant agree that the total amount to be paid by the Client to the Old Consultant for the Service provided under the Contract prior to the date of this deed is £[●]. The Old Consultant acknowledges that the Client has paid the sum of £[●] prior to the date of this deed. The balance of £[●] shall be invoiced by the Old Consultant to the Client and paid by the Client in accordance with the Contract.
- 4.2 The New Consultant acknowledges that any payment made by the Client to the Old Consultant in respect of the Service (whether before or after the date of this deed) shall be treated as having been made to the New Consultant and that the Client's payment obligation under the Contract shall to that extent be treated as discharged.

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 Highways England under seal]

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

Authorised Signatory

Authorised Signatory

OPTION 2a

Executed as a deed by **HIGHWAYS ENGLAND COMPANY LIMITED** acting by:

Director

Director/Secretary

<p>OPTION 2b</p> <p>Executed as a deed by HIGHWAYS ENGLAND COMPANY LIMITED acting by:</p>	
	<p>Authorised Signatory</p>
	<p>Authorised Signatory</p>

<p>Executed as a deed by [OLD CONSULTANT] in the presence of:</p>	
	<p>Authorised Signatory</p>
	<p>Authorised Signatory</p>

<p>Executed as a deed by [NEW CONSULTANT] in the presence of:</p>	
	<p>Authorised Signatory</p>
	<p>Authorised Signatory</p>