

DATED _____ 20

- (1) **20:20 HOUSE (RESIDENTIAL MANAGEMENT) LIMITED**
- (2) **BALLYMORE CIVILS LIMITED**
- (3) **INTERNATIONAL FIRE CONSULTANTS LIMITED**

DEED OF NOVATION
in respect of a development at
20:20 Building, Skinner Lane, Leeds LS7 1BB



THIS DEED is made

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BETWEEN

- (1) **20:20 HOUSE (RESIDENTIAL MANAGEMENT) LIMITED** (Company registration number 06770847) whose registered office is at Management Office Twenty Twenty, Skinner Lane, Leeds, LS7 1BB ("the Client")
- (2) **BALLYMORE CIVILS LIMITED** (Company registration number NI615559) whose registered office is at 3 Gortrush Business Centre, 27 Gortrush Industrial Estate, Great Northern Rd, Omagh BT78 5EJ ("the Contractor")
- (3) **INTERNATIONAL FIRE CONSULTANTS LIMITED** (Company registration number 02194010) whose registered office is at KIWA House, Malvern View Business Park, Stella Way, Bishops Cleeve, Cheltenham GL52 7AH ("the Consultant")

NOW THIS DEED WITNESSETH as follows:

1. DEFINITIONS AND CIRCUMSTANCES

1.1 Definitions

In this deed unless the context otherwise requires the following expressions shall have the following meanings:

"Appointment"	the appointment entered into between the Consultant and the Client dated
"Project"	the design and construction of ACM cladding remediation works at the Site
"Site"	20:20 Building, Skinner Lane, Leeds LS7 1BB where the Works are to be carried out
"1999 Act"	the Contracts (Rights of Third Parties) Act 1999

1.2 Circumstances

- 1.2.1 By the Appointment the Client appointed the Consultant to act as fire engineer in relation to the Project
- 1.2.2 It has been agreed between the Client and the Contractor that the Contractor shall (subject to obtaining the consent of the Consultant) assume the obligations of the Client under the Appointment
- 1.2.3 The Consultant consents to the substitution of the Contractor for the Client under the Appointment
- 1.2.4 This deed is supplemental to the Appointment

2. RELEASE BY CLIENT

The Client releases and discharges the Consultant from further performance of the Consultant's obligations under the Appointment and from all claims and demands whatsoever arising out of or in respect of the Appointment whether arising prior to or subsequent to the date of this deed

3. RELEASE BY CONSULTANT

The Consultant releases and discharges the Client from further performance of the Client's obligations under the Appointment and from all claims and demands whatsoever arising out of or in respect of the Appointment whether arising prior to or subsequent to the date of this deed

4. ACCEPTANCE OF LIABILITY BY CONTRACTOR

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

5. ACCEPTANCE OF LIABILITY BY CONSULTANT

- 5.1 The Consultant agrees to perform all his duties and to discharge all his obligations under the Appointment and to be bound by all its terms and conditions in favour of the Contractor in every way as if the Contractor were named in the Appointment as a party ab initio in place of the Client
- 5.2 Without limiting the generality of the foregoing:
- 5.2.1 the Consultant acknowledges and agrees that the Contractor shall have the right to enforce the Appointment and pursue all claims and demands (future or existing) by the Client whatsoever arising out of or in respect of the Appointment whether arising prior to on or subsequent to the date of this deed
- 5.2.2 it is agreed and acknowledged that any dispute between the Consultant and Contractor which arises from or in connection with a breach or alleged breach of the Appointment which occurred or is alleged to have occurred prior to the date of this deed shall be dealt with in all respects and for all purposes as though at the date of the said breach or alleged breach the party defined as "the Client" in the Appointment had been the Contractor
- 5.3 The Consultant acknowledges that the Contractor is entitled to rely and may rely upon the performance by the Consultant of all of its obligations and the services required to be carried out by the Consultant under the Appointment and that the Contractor may suffer loss consequent upon the failure by the Consultant to perform such obligations and/or services to the standard of care required under the Appointment and whether or not the obligations and/or services were originally performed for the Contractor or the Client before or after the date of this deed
- 5.4 The Consultant agrees that in defence of any claim brought by the Contractor in respect of breach by the Consultant of its duties and/or obligations under the Appointment prior to the date hereof it shall not assert that the Contractor is precluded from recovering any loss resulting from such breach of the Appointment on the grounds that the Client for whom such duties and/or obligations were originally performed has suffered no loss or a loss different from the Contractor by reason of any breach by the Consultant

6. ACKNOWLEDGEMENT OF PAYMENT

The Consultant acknowledges that up to the point of novation he has been paid all sums properly due from the Client

7. CONSULTANCY AGREEMENT IN FORCE

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

8. NO DISCHARGE OF CONSULTANT'S LIABILITY

Nothing in this deed shall operate to discharge the Consultant from any liability in respect of duties performed prior to the execution hereof

9. THIRD PARTY RIGHTS AND COLLATERAL WARRANTIES

- 9.1 The Consultant shall contemporaneously with the execution of this deed execute a collateral warranty in favour of the Client in the form set out the Appointment
- 9.2 Nothing in this deed shall affect or derogate from any collateral warranty given or to be given by the Consultant to the Client
- 9.3 The Consultant shall at the request of the Client enter into a collateral warranty with any Tenant and Purchaser (as those terms are defined in the Appointment) in the form set out in the Appointment within fourteen days of such request
- 9.4 The Client shall be entitled to issue Nominating Notices conferring P&T Rights and/or Funder Rights pursuant to the Appointment (as those terms are defined in the Appointment).

10. 1999 ACT

- 10.1 Unless the right of enforcement is expressly provided for in this deed a person who is not a party to this deed may not by virtue of the 1999 Act enforce any of its terms
- 10.2 Except to the extent that there is express provision in this deed to the contrary the parties may by agreement rescind or vary this deed without the consent of any such person

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

Executed as a deed by
**20:20 HOUSE (RESIDENTIAL
MANAGEMENT) LIMITED**
acting by two Directors/a
Director and the Secretary

DocuSigned by:

.....465ED14708344D7.....
Director

Nick Massingham
Print name.....

DocuSigned by:

.....60CA06C753D1496.....
Director/Secretary

Philip Pogson
Print name.....

Executed as a deed by
BALLYMORE CIVILS LIMITED
acting by two Directors/a
Director and the Secretary

DocuSigned by:

2059D9E1C55C404...
Director

Anthony Marley
Print name.....

DocuSigned by:

699E607097FF447...
Director/Secretary

Mary McCallan
Print name.....

Executed as a deed by
**INTERNATIONAL FIRE
CONSULTANTS LIMITED**
acting by two Directors/a
Director and the Secretary

DocuSigned by:

5BA0E66FA82243F...
Director

Mark Horwood
Print name.....

DocuSigned by:

9E0BB3126EBA49A...
Director/Secretary

Paul Brown
Print name.....