



JCLI Standard Form of Agreement for Novation by Contractor

(for use with JCLI Landscape Maintenance Works Contract 2008 Edition)

Project: Landscape Maintenance Works at _____

This Agreement is made on _____ 20____

Between:

(1) _____

(Company no: _____) of / whose registered office is at [1]

(the "**Employer**").

(2) _____

(Company no: _____) of / whose registered office is at [1]

(the "**Contractor**"); and

(3) _____

(Company no: _____) of / whose registered office is at [1]

(the "**Substitute Contractor**").

Background:

(A) The Contractor has been appointed by the Employer by a contract dated _____ (“the **Contract**”) to carry out landscape maintenance works at _____ as more particularly described in the Contract. [2]

or [3]

The Contractor has entered into a Novation Agreement dated _____ under which the Contractor assumed all the rights and liabilities of _____ under a contract between _____ and the Employer dated _____ (“the **Contract**”) to carry out landscape maintenance works at _____ as more particularly described in the Contract. [4]

(B) The Employer the Contractor and the Substitute Contractor have agreed that the Substitute Contractor shall assume all the rights and liabilities of the Contractor under the Contract (which the Contractor has previously assumed). [5]

This Agreement witnesses as follows:

1 Release of Contractor

The Employer releases and discharges the Contractor from further performance of the Contractor’s obligations under the Contract and from all claims and demands whatsoever arising out of or in respect of the Contract whether arising prior to, on or subsequent to the date of this Agreement and the Employer accepts the liability of the Substitute Contractor in place of the liability of the Contractor.

2 Release of Employer

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

3 Employer's obligation to Substitute Contractor

The Employer hereby undertakes to perform the Contract and to be bound by its terms in every way as if the Substitute Contractor were, and had been from inception, a party to the Contract in lieu of the Contractor and agrees to undertake all obligations and liabilities arising under the Contract on the part of the Employer.

4 Substitute Contractor's obligation to Employer

The Substitute Contractor hereby undertakes to perform the Contract and to be bound by its terms in every way as if the Substitute Contractor were, and had been from inception, a party to the Contract in lieu of the Contractor and agrees to undertake all obligations and liabilities arising under the Contract on the part of the "Contractor".

5 Affirmation of Contract

Subject to the terms of this Agreement, the Contract shall remain in full force and effect.

6 Performance of prior obligations and payments

The Contractor confirms and warrants to the Substitute Contractor that as at the date of this Agreement all obligations due to be made and performed by the Employer under the Contract have been made and performed by the Employer, including payment of the sum of £ _____ pounds exclusive of VAT for the current year of maintenance, and including payment of all amounts due for previous annual account periods.

7 Contractor's liability to Substitute Contractor for pre-novation Services

The Contractor acknowledges that the Substitute Contractor has relied upon the Contractor's performance of the landscape maintenance works carried out prior to the date of this Agreement and agrees that the Substitute Contractor shall have the right to pursue claims and demands arising in respect of any breach of the Contract by the Contractor whether arising prior to, on or subsequent to the date of this Agreement.

8 Contracts (Rights of Third Parties) Act 1999

Nothing in this Agreement is intended to confer on any third party any right to enforce any term of this Agreement which that third party would not have had but for the Contracts (Rights of Third Parties) Act 1999.

9 Governing law and jurisdiction

This Agreement and the rights and obligations of the parties shall be governed and construed according to English law and the parties hereby submit to the exclusive jurisdiction of the English courts.

In witness this Agreement has been executed and delivered on the date appearing at the head of this Agreement.

Signed by or on behalf of the **Employer**

In the presence of:

Witness signature

Witness name

Witness address

Signed by or on behalf of the **Contractor**

In the presence of:

Witness signature

Witness name

Witness address

Signed by or on behalf of the **Substitute Contractor**

In the presence of:

Witness signature

Witness name

Witness address

Notes:

- [1] Where the Employer, Contractor or Substitute Contractor is not a company incorporated under the Companies Acts, delete the references to Company number and registered office.
- [2] If this contractor novation follows an employer novation then insert the original employer's name instead of "the Employer" in the first line and add a final sentence: "The Contract was novated to the Employer by a novation agreement dated _____"
- [3] Delete the first or second paragraph. The second paragraph is for a second novation by Contractor.
- [4] If this second contractor novation follows an employer novation then insert the original employer's name instead of "the Employer" in the fifth line of this paragraph and add a final sentence: "The Contract was novated to the Employer by a novation agreement dated _____"
- [5] Delete the words in brackets unless it is a second contractor novation.



This Standard Form of Agreement is issued by the **Joint Committee for Landscape Industries** comprising:

Arboricultural Association
British Association Landscape Industries
Horticultural Trades Association
Institute of Chartered Foresters
Landscape Institute

Published for the Joint Committee for Landscape Industries by
the Landscape Institute 33 Great Portland Street London W1W 8QG

Incorporated as Schedule 4 in the JCLI Landscape Maintenance Works Contract
and available to download free from the Landscape Institute web-site
www.landscapeinstitute.org and the JCLI web-site www.jcli.org.uk

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