DATED **2013**

THE COUNCIL OF THE CITY OF WAKEFIELD (1)

and

SHANKS WASTE MANAGEMENT LIMITED (2)

Deed Of Assignment of

[Contract]

WALKER MORRIS
Kings Court
12 King Street
LEEDS
LS1 2HL
Tel: 0113 2832500
Fax: 0113 2459412

THIS DEED is dated 2013

PARTIES

(1) **THE COUNCIL OF THE CITY OF WAKEFIELD** of Town Hall, Wood Street, Wakefield, West Yorkshire WF1 2HQ (**Assignor**); and

(2) **SHANKS WASTE MANAGEMENT LIMITED** a company incorporated under the laws of England and Wales with registered number 02393309, whose registered office is at Dunedin House, Auckland Park, Mount Farm, Bletchley, Milton Keynes, Buckinghamshire MK1 1BU (**Assignee**).

BACKGROUND

(A) The Assignor is party to a contract with [OTHER CONTRACTING PARTY] for [DESCRIBE CONTRACT] dated [DATE] copies of which are set out at Schedule 1 (*Form of Contract*) ("**Contract**").

(B) The Assignor has agreed to assign the Contract to the Assignee.

AGREED TERMS

1 ASSIGNMENT

1.1 In consideration of £1 paid by the Assignee to the Assignor, the receipt of which is acknowledged by the Assignor, the Assignor assigns absolutely all its rights, title, interest, and benefit in and to the Contract to the Assignee.

1.2 The Assignee agrees to perform all the Assignor's obligations under the Contract.

2 INDEMNITY

2.1 The Assignee shall indemnify the Assignor against any losses, damages or costs the Assignor suffers or incurs under or in connection with the Contract after the date of this Deed except to the extent that such losses, damages or costs arise as a result of the Assignor's failure to perform or satisfy its obligations under the Contract before the date of this Deed.

2.2 The Assignor shall indemnify the Assignee against any losses, damages or costs the Assignee suffers or incurs under or in connection with the Contract after the date of this Deed if and to the extent that such losses, damages or costs arise as a result of the

Assignor's failure to perform or satisfy its obligations under the Contract before the date of this Deed.

2.3 The Assignee shall provide all reasonable assistance to enable the Assignor to resist any claim, action or proceedings brought against the Assignor under or in connection with the Contract after the date of this Deed.

3 WARRANTIES

3.1 The Assignor warrants that as at the date of this Deed:

3.1.1 the Contract is in full force and effect;

3.1.2 so far as the Assignor is aware, the counterparty to the Contract is not in breach of the Contract and there are no facts, matters, events or circumstances which might give rise to such a breach;

3.1.3 so far as the Assignor is aware, there are no grounds for determination, rescission, avoidance or repudiation of the Contract or material change (excluding any proposed changes which the Assignee has been notified of in writing) in the terms of the Contract;

3.1.4 no notice of termination of or intention to terminate the Contract has been received by the Assignor and, so far as the Assignor is aware, none is anticipated. No notice of termination of or intention to terminate the Contract has been given by the Assignor.

4 FURTHER ASSURANCE

Each party shall do, or procure the doing of, all acts and things, and execute, or procure the execution of, all documents, as may reasonably be required to give full effect to this Deed.

5 RIGHTS OF THIRD PARTIES

A person who is not a party to this Deed will have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

6 GOVERNING LAW AND JURISDICTION

6.1 This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law.

6.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Deed or its subject matter or formation (including non-contractual disputes or claims).

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

THE COMMON SEAL OF)

THE COUNCIL OF THE)

CITY OF WAKEFIELD)

Was affixed to this Deed)

In the presence of:) …….

Authorised Signatory

Executed as a deed by)
SHANKS WASTE MANAGEMENT)
LIMITED acting by its director/attorney)
_____:)

Signature of director/attorney ……
……

Signature of witness
……

Name of witness ……

Address of witness ……
…….

……
…….

Occupation of witness ……
…….

……
…….

SCHEDULE 1

Form of Contract