

Assignment agreement

This agreement is dated: [date] :

[James Smith Ltd] (“ ”)

whose registered office is at [address], []

And

[Freda Brown Ltd] (“ ”)

whose registered office is at [address], [].

Background

Smith has entered into a number of contracts, short details of which are set

1 (“ ”)

Smith and Brown have agreed to assign the rights and obligations of Smith under each of the .

1. The assignment

In consideration of the sum of AU \$ [amount], receipt of which Smith now acknowledges, [/]:

1.1. Brown is substituted for Smith under each of the Contracts as if Brown had originally been the party to each of the Contracts instead of Smith. All references in each of

1.2. Brown is bound by and must fulfil, comply with and observe all the provisions of each of the Contracts and shall enjoy

2. Warranties

Smith warrants that to the best of his knowledge and belief and subject to

2 :

- 2.1. it has power to enter into and perform its obligations
;
- 2.2. in each case, the Contracts are binding and enforceable
- ;
- 2.3. there have been no amendments to Contracts;
- 2.4. neither **Smith** nor any counter-party is
;
- 2.5. it has not assigned or agreed to assign any of its present or future rights,
;
- 2.6. it has no knowledge of any fact that would or might prejudice or affect any right, power or ability of **Brown**

3. Existing claims

- 3.1. In this paragraph "Claim" means a dispute which today is the subject of arbitration, adjudication, litigation or tribunal decision
-
.
- 3.2. **Smith now transfers to Brown and Brown accepts the transfer of the right to pursue or defend the existing Claims**
, :
- 3.2.1 **Brown shall indemnify Smith in respect of any costs,**
.
- 3.2.2 **[Smith shall account to Brown**
].

OR

- 3.3. **Nothing in this agreement shall operate**
/

4. Further assistance

At any time after today either party shall, at the request and cost of the other, execute or procure

5. Entire understanding

This agreement contains the entire agreement between the parties and supersedes all previous agreements and understandings between

6. Dispute resolution

In the event of a dispute arising out of or in connection with

7. Miscellaneous matters

7.1. The schedules, if any,

7.2. No amendment or variation to this agreement

7.3. The parties acknowledge and agree that this agreement

7.4. So far as any time,

7.5. The rights and obligations of the

7.6. No failure or delay by any party to exercise any right,

7.7. Any notice to be served on either party shall be sent by hand or by first class post or recorded

[72] [24]

7.8. This agreement does

7.9. The validity, construction and performance of this agreement shall be governed by []

[].

Signed by / on behalf of the named parties

OR

Signed by / on behalf of the first named party by its representative

/ []

For, and on behalf of []

print name

For, and on behalf of []

print name

Schedule 1 Details of contracts

Date:

Contract:

Reference:

Client name:

Client address:

Description of work:

Schedule 2 The disclosures

Letter to customers / clients

[on your letterhead]

Good afternoon [name],

Re: Assignment of contract between Smith and Brown

[
[
], [, []].
[]
[
].

[] . ,
 ,

Yours sincerely,
[name and signature]

[name and signature]

.....

Dated: [date]

Explanatory notes:

Assignment agreement

Paragraph specific notes

Notes following the paragraph numbering

- 2 The warranties take effect in the same way they would in an agreement for the sale of a business. Specifically, they are set out as absolute, but may then be qualified by contradictory information which is given in the disclosures. Using this device provides protection to the assignee because the obligation to point out the exceptions falls on the assignor / seller. By all means add any other warranties you need. Net Lawman sells a text of over 100 possible warranties as a separate document in the section for sale of business.
- 4 When you are dealing with many contracts it is likely that someone, somewhere will require their own document to be signed. The assignor needs to be around to help.
- 7 Read these carefully, but leave in place unless you know you want to remove them.

The letter The letter you send to your contract counter-

However, it may be impractical to sit down with each of

The approach you take in the letter to your counter-parties, whether suppliers

Our advice is “Do not make a big fuss”.

“ ”,

End of notes