Assignment agreement

		:	
es Smi	th Ltd]	(" • • • • ")	
e regis	tered office is at [address], = = = = = [= = =]	
a Brow	n Ltd]	(" • • • • ")	
e regis	tered office is at [address], = = = = = = [= = =].	
groun	d		
		ontracts, short details of which are set ■ ■	
	1 (1 1 1 1 1 1 1 1 1 1		
	-	gn the rights and obligations of Smith under	■ .
The	assignment		
	nsideration of the sum of	INR [amount], receipt of which Smith now	
	owledges, ■ ■ ■ ■ ■ ■ ■		:
1.1.	Brown is substituted for	Smith under each of the Contracts as if Brown party to each of the Contracts instead of Smith	vn
	Brown is substituted for had originally been the p	Smith under each of the Contracts as if Brown party to each of the Contracts instead of Smith	vn
	Brown is substituted for had originally been the pall references in each or an analysis. Brown is bound by and	Smith under each of the Contracts as if Brown party to each of the Contracts instead of Smith	vn th.
	e regise Brown that e and Brown the I	Brown Ltd] e registered office is at [address] ground has entered into a number of company of the property	e registered office is at [address],

2. Warranties

Smith	warran	ts that to the best of his knowledge and belief and subject to ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ 2 :
2.1.	•	oower to enter into and perform its obligations ■ ■ ■ ■ ■ ■ ■ ■ ■
2.2.		n case, the Contracts are binding and enforceable ■ ■ ■ ■ ■ ■ ■
2.3.	there h	nave been no amendments to Contracts;
2.4.	neither	Smith nor any counter-party is ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
2.5.		not assigned or agreed to assign any of its present or future
2.6.	it has no knowledge of any fact that would or might prejudice or affect any right, power or ability of Brown • • • • • • • • • • • • • • • • • • •	
Exis	sting o	claims
3.1.		paragraph "Claim" means a dispute which today is the subject of tion, adjudication, litigation or tribunal decision ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
3.2.	right to	now transfers to Brown and Brown accepts the transfer of the pursue or defend the existing Claims I I I I I I I I I I I I I I I I I I
	3.2.1	Brown shall indemnify Smith in respect of any costs,
	3.2.2	[Smith shall account to Brown

OR

3.

	3.3.	Nothing in this agreement shall operate • • • • • • • • • • • • • • • • • • •
4.	Fur	ther assistance
		y time after today either party shall, at the request and cost of the other, ute or procure
5.	Ent	ire understanding
		agreement contains the entire agreement between the parties and rsedes all previous agreements and understandings between •••••••••••••••••••••••••••••••••••
6.	Dis	pute resolution
	In the	e event of a dispute arising out of or in connection with
7.	Mis	cellaneous 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 • • • • • • • • • • • • • • • • • • •
Signe	ed by /	on behalf of the named parties
OR.		

Signed by / on behalf of the first named party by its representative who personally accepts liability for the proper authorisation to enter into this agreement and by the second party personally / as a partner in [name of partnership]

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

General notes

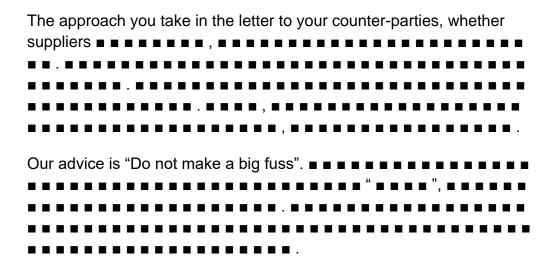
1.	There is no law which affects this agreement specifically. You are free to
	make your own deal. This document provides suggested text suitable for
	many different
	-

Paragraph specific notes

Notes following the paragraph numbering

- 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.
- 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.
- 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 \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare		
	,		



End of notes