

Dated

19/11/2021

19 November 2021

(1)

T.R. VENTURES LIMITED

- and -

(2)

**TOM RALSTON AND HANNAH RALSTON AS
TRUSTEES FOR T.R. VENTURES SSAS**

**DEED OF ASSIGNMENT OF
CONTRACTOR'S COLLATERAL WARRANTY**

relating to

**Unit 4, S. Park Business Park, Martel Court, Stockport
and parking space SK1 2AF**

PARTICULARS

DATE: 19 November 2021

Assignor: **T.R. VENTURES LIMITED** incorporated and registered in England and Wales with company number 07757720 whose registered office is at Southfield Industrial Estate Praed Road, Trafford Park, Manchester M17 1SJ

Assignee: **TOM RALSTON AND HANNAH RALSTON AS TRUSTEES FOR T.R. VENTURES SSAS** of 7a Northern Grove, Manchester M20 3WL

Property: Unit 4, Martel Court, Spark Industrial Estate, Stockport and parking space (SK1 2AF)

Contract: the contract listed in Schedule 1 to this Deed

This Assignment is made on the date and between the parties specified in the Particulars.

1. DEFINITIONS AND INTERPRETATION

In this Assignment:

- 1.1 The words and expressions contained in the Particulars have the meanings specified in the Particulars.
- 1.2 If a Party comprises more than one person their obligations and liabilities are joint and several.
- 1.3 Reference to a statute or statutory instrument includes all subordinate legislation made under it and any re-enactment, amendment or consolidation of it which is for the time being in force (unless expressly provided otherwise).
- 1.4 A provision of this Assignment which is void or unenforceable shall be severed from all other provisions of this Assignment and the remaining provisions shall continue to have effect.
- 1.5 Headings are for ease of reference only.
- 1.6 Any references to **includes**, **include** or **including** are deemed to be followed by the words "without limitation".

2. ASSIGNMENT

Insofar as it is able the Assignor assigns all its rights, interest and benefit in and to the Contract to the Assignee absolutely with effect from the date of this Assignment.

3. NOTICE OF ASSIGNMENT

As soon as reasonably practicable and in any event within 28 days following the date of this Assignment, the Assignor shall give written notice of assignment in the form attached at Schedule 2 to the party whose contract is listed in the Schedule with a copy of the notice to the Assignee.

4. FURTHER ASSURANCE

Each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, execute and deliver such documents and perform such acts as may reasonably be required to give full effect to this Deed.

5. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

A person who is not a Party has no right to enforce any term of this Assignment under the Contracts (Rights of Third Parties) Act 1999.

6. GOVERNING LAW AND JURISDICTION

This Assignment shall be governed by and construed in accordance with the laws of England and Wales and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

This Assignment is executed as a deed and is delivered and takes effect on the date set out at its beginning.

SCHEDULE 1
Contract

Parties	Contract	Date of contract
Winvic Construction Limited (1) and T.R. Ventures Limited (2)	Contractor's Collateral Warranty	24 September 2015

SCHEDULE 2
Form of Notice of Assignment

Winvic Construction Limited
Brampton House,
19 Tenter Road,
Moulton Park,
Northampton,
NN3 6PZ

BY RECORDED DELIVERY

[date]

Dear Sirs

Notice of assignment

We refer to the contractor's collateral warranty made between you and T.R. Ventures Limited relating to Unit 4, S. Park Business Park, Martel Court, Stockport and parking space SK1 2AF dated 24 September 2015 (the **Contractor's Warranty**).

This letter constitutes notice to you that on [] we, T.R. Ventures Limited, assigned all of our rights, title, interest and benefit in respect of the Contractor's Warranty to Tom Ralston and Hannah Ralston as trustees for T.R. Ventures SSAS of 7a Northern Grove, Manchester M20 3WL.

Please refer all enquiries about this notice, together with all future correspondence, dealings, and deliveries in respect of the Contractor's Warranty to [name] [address].

Please sign and return the attached acknowledgment of receipt of this notice to us as confirmation that, prior to this notice, you have not previously received notice that T.R. Ventures Limited has assigned its rights under the Contractor's Warranty to a third party.

This letter and any non-contractual obligations arising out of or in connection with it shall be governed by English law and the parties agree to submit to the non-exclusive jurisdiction of the English Courts in relation to any claim or matter (whether contractual or non-contractual) arising under this letter.

Yours faithfully

.....
DAC Beachcroft LLP

solicitors acting on behalf of T.R. Ventures Limited

ACKNOWLEDGMENT OF RECEIPT

From: Winvic Construction Limited

Address: Brampton House,
19 Tenter Road,
Moulton Park,
Northampton,
NN3 6PZ

To: T.R. Ventures Limited

Address: c/o [DAC Beachcroft LLP, 3 Hardman Street, Manchester M3 3HF (Ref:[])]

To: Tom Ralston and Hannah Ralston as trustees for T.R. Ventures SSAS

Address: 7a Northern Grove, Manchester M20 3WL

2021

Dear Sirs

Acknowledgment of receipt

We acknowledge receipt of the notice dated 2021 and confirm that prior to this received notice we have not received notice that T.R. Ventures Limited has assigned its rights under the Contractor's Warranty.

Yours faithfully

.....
For and on behalf of

Winvic Construction Limited



SIGNED AS A DEED by **TOM RALSTON**

in the presence of:

Signature of witness



Name (in BLOCK CAPITALS)

SAM MARSHALL

Address

105 GREG STREET
STOCKPORT
CHESHIRE
SK5 7LN



SIGNED AS A DEED by **HANNAH RALSTON**



in the presence of:

Signature of witness



Name (in BLOCK CAPITALS)

SAM MARSHALL

Address

105 GREG STREET
STOCKPORT
CHESHIRE
SK5 7LN