|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| The Deed is made on |  | | | | | | |
| **between** | | | | | | | |
| Name | The State of Queensland acting through the Department of Transport and Main Roads | | | | | | |
| of | |  | | | | | |
| Address |  | | | | | | |
|  | ‘the Principal’ | | |
| **and** | | | | | | | |
| Company name |  | |  | | **ACN** |  | |
| of |  | |  | | |  | |
| Address |  | | | | | | |
|  | ‘the Contractor’ | | | | | | |
| **and** |  | |  | |  |  | |
| **Company name** |  | |  | | **ACN** |  | |
| of |  | |  | |  |  | |
| **Address** |  | | | | | | |
|  | ‘the Nominated Subcontractor’/‘Designers’ (Preliminary Design) (*Select one as required and delete the other*) | | | | | |

**Recitals**

1. The Principal and the Contractor have entered into a Contract described as follows:

|  |  |  |  |
| --- | --- | --- | --- |
| Contract number |  | Date of Contract |  |
| ‘the Contract’ | |  |  |
|  | |  |  |
| to carry out the following work | | | |
|  | | | |
| ‘the Works’. | | | |

1. The Contract, in Clause 10 of the General Conditions of Contract/Clause 9.5 of Annexure D provides, where set out in the Contract documents, for the novation of a contract between the Principal and a Nominated Subcontractor/Designers of the Preliminary Design to the Contractor at the direction of the Administrator.
2. The Principal and the Nominated Subcontractor//Designers of the Preliminary Design have entered into a contract (referred to as the Nominated Subcontract/the Preliminary Design) where the Nominated Subcontractor/Designers of the Preliminary Design will execute and complete certain work more particularly described in the Nominated Subcontract/Preliminary Design (referred to as the Nominated Subcontract Work/Preliminary Design) and which will form part of the Works.
3. The Nominated Subcontract/the Preliminary Design has been entered into between the Principal and the Nominated Subcontractor/Designers of the Preliminary Design prior to the execution of the Contract between the Principal and the Contractor.
4. The Nominated Subcontract/the Preliminary Design provides that the Nominated Subcontractor/Designers of the Preliminary Design will enter into this Deed of Novation with the Contractor for the Works.
5. The Contractor has been directed by the Administrator to enter into this Deed of Novation with the Nominated Subcontractor.

**Now this Deed witnesses** that in consideration of the mutual promises contained in this Deed, the parties agree:

1. the Contractor shall punctually perform, execute and carry out all of the obligations of the Principal under the Nominated Subcontract/the Preliminary Design so far as they are not performed. The Contractor acknowledges itself to be bound by the terms and conditions of the Nominated Subcontract/the Preliminary Design in all respects and in every way as if the Contractor had originally been named in the Nominated Subcontract/the Preliminary Design as a party to the Nominated Subcontract/the Preliminary Design in place of the Principal.
2. The Nominated Subcontractor/Designers of the Preliminary Design hereby releases and forever discharges the Principal from the further performance of the Nominated Subcontract/the Preliminary Design and from all claims and demands whatsoever in respect of the Nominated Subcontract/the Preliminary Design and accepts the liability of the Contractor upon the Nominated Subcontract/the Preliminary Design in place of the liability of the Principal.
3. The Nominated Subcontractor/Designers of the Preliminary Design shall punctually perform, execute and carry out all of its obligations under the Nominated Subcontract/the Preliminary Design and be bound by the terms of the Nominated Subcontract/the Preliminary Design in each and every way as if the Contractor had originally been named in the Nominated Subcontract/the Preliminary Design as a party to the Nominated Subcontract/the Preliminary Design in place of the Principal.
4. This Deed shall be governed by the laws in force in the State of Queensland.

|  |  |  |
| --- | --- | --- |
| Authorisation | | |
| Executed as a Deed on the date first appearing above. | | |
| For the Principal | | |
| Signed, sealed and delivered for and on behalf of the State of Queensland acting through the Department of Transport and Main Roads by | | |
| Name/Position | Signature | Date |
|  |  |  |
| as delegate of the Director-General of the Department of Transport and Main Roads | | |
| in the presence of | | |
| Name of witness | Signature of witness | Date witnessed |
|  |  |  |

|  |  |  |  |
| --- | --- | --- | --- |
| For the Contractor | | | |
| Signed, sealed and delivered for and on behalf of | | | |
| Company name | | ACN | The company seal  (where applicable) |
|  | |  |  |
| by its duly authorised attorney | | |
| Attorney’s name | | Date executed |
|  | |  |
| Attorney’s position | Attorney’s signature | |
|  |  | |
| pursuant to a power of attorney dated | Date of power of attorney | | and the attorney hereby declares that he/she has not received notice of revocation of the power of attorney |
|  | |
| in the presence of | | | |
| Name of witness | Signature of witness | | Date witnessed |
|  |  | |  |

|  |  |  |  |
| --- | --- | --- | --- |
| For the Nominated Subcontractor/Designers of the Preliminary Design | | | |
| Signed, sealed and delivered for and on behalf of | | | |
| Company name | | ACN | The company seal  (where applicable) |
|  | |  |  |
| by its duly authorised attorney | | |
| Attorney’s name | | Date executed |
|  | |  |
| Attorney’s position | Attorney’s signature | |
|  |  | |
| pursuant to a power of attorney dated | Date of power of attorney | | and the attorney hereby declares that he/she has not received notice of revocation of the power of attorney |
|  | |
| in the presence of | | | |
| Name of witness | Signature of witness | | Date witnessed |
|  |  | |  |
| The Department of Transport and Main Roads collects Personal Information on this Form so that you may execute the deed. The information on this Form is accessible by authorised departmental officers and external personnel who are engaged to administer the Contract who will not disclose your personal details to a third party without your consent unless required to do so by law. | | | |