

**Attachment 7.14 – Form of Assignment of Rights Agreement and Notice of Assignment
of Rights**

AGREEMENT

between

THE SCOTTISH MINISTERS

and

BEAR Scotland Limited

re: DAMAGE TO CROWN PROPERTY

AGREEMENT

between

(1) THE SCOTTISH MINISTERS (the "Scottish Ministers")

and

(2) **BEAR Scotland Limited**, incorporated under the Companies Acts (Company No. **SC206139**) and having their registered office at **Bear House, Inveralmond Road, Inveralmond Industrial Estate, Perth, PH1 3TW** (the "Operating Company")

WHEREAS:

- (A) The Scottish Ministers and the Operating Company have entered into a contract for management and maintenance of the Scottish trunk road network- South East Unit ("the Contract");
- (B) Under paragraph 7.21 Damage to Crown Property of Schedule 3 Contract Management the Operating Company shall undertake repairs of Damage to Crown Property (as defined in the Contract) in respect of Damage to Crown Property (as defined in the Contract) that has been caused by third parties; and
- (C) In order that the Operating Company can obtain title and interest to sue the third parties responsible for the Damage to Crown Property referred to in recital (B), the Scottish Ministers and the Operating Company have agreed and hereby agree that the Scottish Ministers will assign to the Operating Company its rights against third parties in respect of Damage to Crown Property referred to in recital (B).

IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

- 1. The Scottish Ministers hereby assign to and in favour of the Operating Company, to the extent that the Scottish Ministers may competently do so, the benefit of the Scottish Ministers' current and future rights against third parties in respect of Damage to Crown Property referred to in recital (B) that occurs after 00:00 hours on Commencement of Service Date (as defined in the Contract) and prior to 24:00 hours on the Service End Date (as defined in the Contract), including such powers, rights and remedies as may be vested in the Scottish Ministers.
- 2. The Operating Company may complete and send notices of assignment of rights (in the form set out in the schedule annexed and identified as relative to this Agreement ("the Schedule")) in accordance with 7.21 Damage to Crown Property of Schedule 3 of the Contract.

3. This Agreement is governed by Scots law and the Scottish Courts have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement: IN WITNESS WHEREOF these presents typewritten on this and the preceding page, together with the Schedule of one page annexed hereto, are executed as follows:

They are signed for and on behalf of The Scottish Ministers

by
.....

on 18th March 2020

Authorised Signatory

at
.....

before the witness

Name.....

Address.....

...

Witness

They are signed for and on behalf of BEAR Scotland Limited

by
.....

on 18th March 2020

Director/Company Secretary/Authorised Signatory*

at

before the witness

Name.....

...

Address.....

...

Witness

This is the Schedule referred to in the foregoing Agreement between the Scottish Ministers and BEAR Scotland Limited

Notice of Assignment of Rights: to be typed on the headed notepaper of the Operating Company

To: [Insert name and address of the relevant third party]

Date: []

Dear Sirs

Notice of Assignment of Rights

We hereby give you notice that, by an Agreement dated 18th March 2020, a copy of which is annexed hereto, the Scottish Ministers assigned to us the benefit of their rights against you in respect of [insert a full description of the damage caused by the third party] including such powers, rights and remedies as may be vested in the Scottish Ministers.

Yours faithfully

Authorised Signatory

cc: The Director, Trunk Road Directorate, Transport Scotland, Buchanan House, 58 Port Dundas Road, Glasgow, G4 0HF