Dated

DEED OF NOVATION

[Name of T
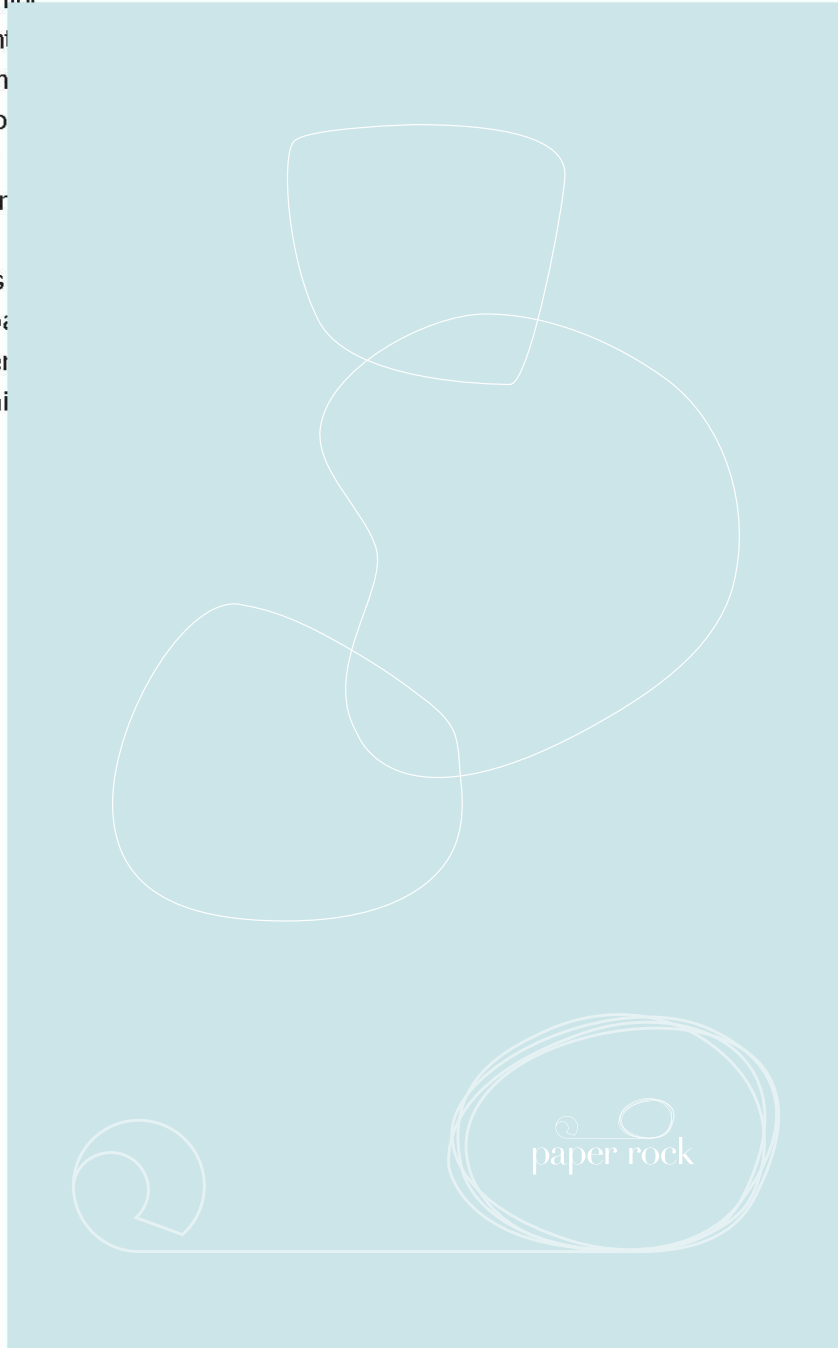
[Name of T

[Name of C

Contents

DEED OF NOVATION

DATED

Between:

1.   [FULL COMPANY NAME], a company incorporated in England and Wales with company number [NUMBER] and whose registered office is at [REGISTERED OFFICE ADDRESS] (the **Transferor**);

2.   [FULL C   ompany number   DRESS] (the **Transf**

3.   [FULL C   ompany number   DRESS] (the **Contra**

INTRODUCTI

A.   The Tra   GREEMENT] dated [

B.   The Tra   sferor and the Contrac   n the terms set out in tl

AGREED TERM

1   Interp

1.1   In this [

        Deed n   erms.

        Parties   and includes that Pa

1.2   In this [

        (a)   nce to any   te or statutory   nade from time

        (b)

        (c)   of, of

        (d)

        (e)   reference to:

                (i)   a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality); and

(ii) a company includes any company, corporation, partnership, limited partnership, limited liability partnership or other body corporate, wherever and however incorporated or established;

(f) **include**, **including** and **in particular** are to be construed as illustrative and not so as to limit the sense of any words, definition, phrase or term preceding them;

(g) **other** and **otherwise** are to be construed as illustrative and not so as to limit the sense of any words preceding them where a wider construction is possible;

(h) [text obscured]; and

(i) [text obscured] or allow that

1.3 Clauses [text obscured] otherwise requires [text obscured]

1.4 This doc [text obscured] ing that any Party m [text obscured]

2 Novati[on]

2.1 The Agr [text obscured] shall enjoy all the righ [text obscured] in the Agreem [text obscured] e Transferee.

2.2 The Tra [text obscured] bound by, and to perfo [text obscured] very was as if the Tran [text obscured] ror.

2.3 The Co[ntractor] [text obscured] takes to the Transfe [text obscured] ty to the Agreem [text obscured]

3 Releas[e]

[EITHER [text obscured]

3.1 The Tra [text obscured] obligations and liabilitie [text obscured]

3.2 Nothing [text obscured] r from any claim o[r] [text obscured] nnection with the Agr[eement] [text obscured]

[OR OP[TION] [text obscured]

3.1 The Tra [text obscured] obligations and liabilitie [text obscured]

3.2 The Tra [text obscured] nd demands under o [text obscured] e date of this Deed an [text obscured]

3.3 The Contractor and the Transferee shall be entitled to pursue against the other all claims and demands arising under or in connection with this Agreement before the date of this Deed as if the Transferee was the original party to the Agreement in place of the Transferor.

4 Indemnity

[EITHER OPTION 1]

4.1   The Transferor undertakes to indemnify the Transferee in full and on demand against all liabilities, losses, damages, costs and expenses suffered or incurred by the Transferee arising out of or in connection with any failure by the Transferor to perform or discharge any of its obligations under the Agreement on or before the date of this Deed.

4.2   The Transferee undertakes to indemnify the Transferor in full and on demand against all liabilities, losses, damages, costs and expenses suffered or incurred by the Transferor arising out of or in connection with any failure by the Transferee following the date of this Deed to perform

        [OR OP

4.3   The Tra   against all
        liabilitie   nsferor arising
        out of c

5   **Warrar**

        Each Pa

        (a)

        (b)   uthorised; and

        (c)   with its terms
                                                                                          , order,

6   **Assign**

        This De

        (a)

        (b)

        (c)

        (d)   or obligations

        and any   or dealing in
        contrav

7   **Variati**

        No varia   mail) and
        signed

8   **Waiver**

8.1   No waiv   under this
        Deed sl   d by it.

8.2   No omission to exercise, or delay by any Party in exercising, any right under this Deed shall operate as a waiver of such right nor shall any single or partial exercise of any right preclude the exercise of any other right.

8.3   The rights and remedies conferred on the Parties in this Deed are cumulative and in addition to all other rights and remedies available to them.

9   Severance

9.1   If any provision of this Deed (or any part of any provision) shall be held to be illegal, invalid or unenforceable, the remainder of this Deed shall remain in force.

9.2   If any illegal, invalid or unenforceable provision would be legal, valid or enforceable if some part of it were deleted or modified, that provision shall apply with whatever modification is necessary to give effect to the commercial intention of the Parties.

10   Costs

Save as   curred in
relation

11   Notice

11.1   A notice

         (a)

         (b)   n this Clause
                                                                                 der this Clause

         (c)

                                                                      which it is sent)

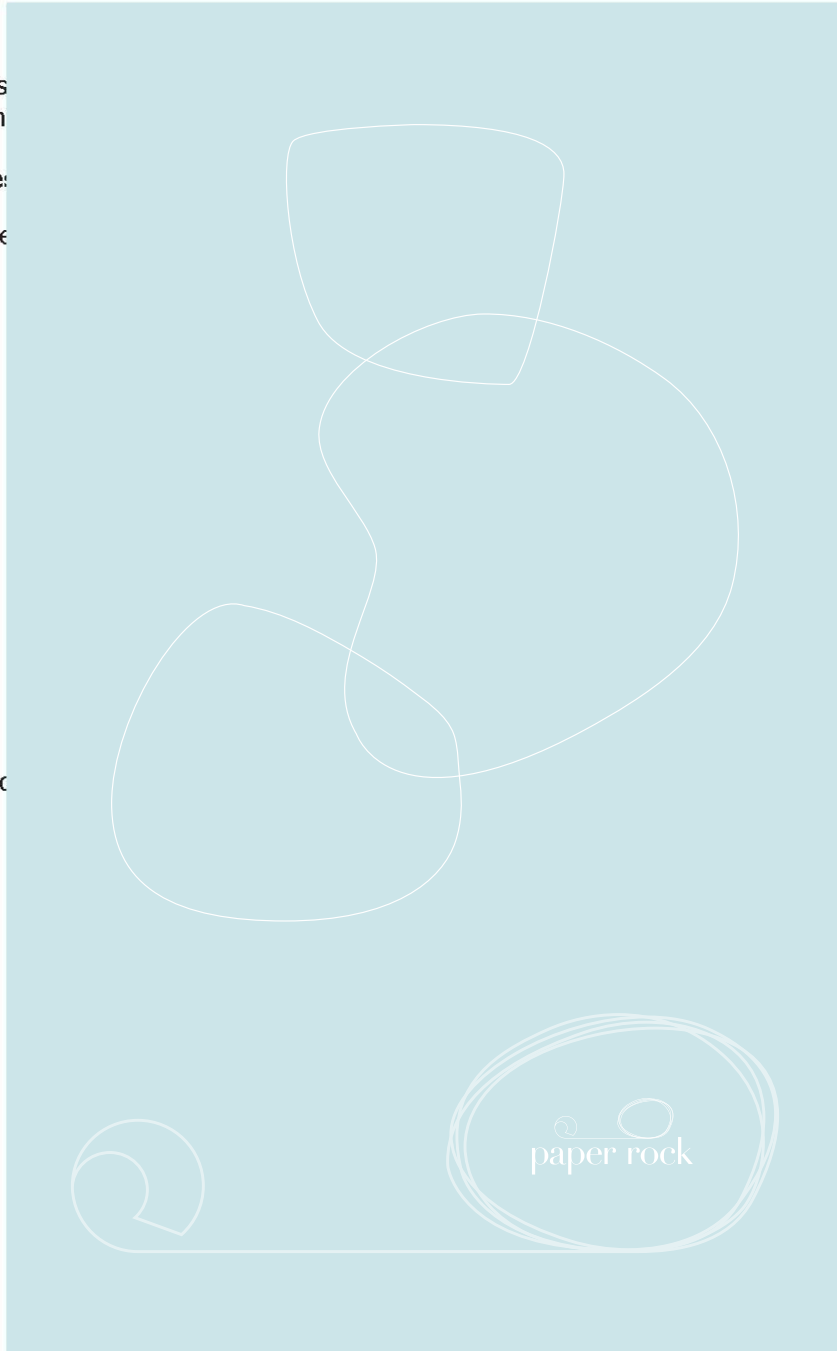11.2   The ad

         (a)

         (b)

         (c)

         Email: [EMAIL]

         Attention: [NAME/TITLE]

11.3   A notice is deemed to have been received:

         (a)   if delivered personally or by courier, at the time of delivery;

(b)   if sent by email, at the time of delivery;

(c)   if sent by pre-paid first class post or recorded delivery, 48 hours from the date of posting; or

(d)   if sent by airmail, five days from the date of posting,

provided that, if deemed receipt under the previous paragraphs of this Clause 11.3 is not within business hours (meaning 9.00 am to 5.30 pm Monday to Friday on a day that is not a public h   have been received

11.4   To prov

(a)   eived at the

(b)   e email

(c)   was properly

11.5   This Cla   ments in any legal ac

12   Third p

This De   or be enforce   rties) Act 1999).

13   Counte

This De   en executed, shall be   arty had execute

14   Goverr

14.1   This De   ntractual) arising   overned by English

14.2   The Par   iction to settle any disp   in connection with thi

In witness wher   stated at the beginning of thi

[NAME OF TRANSFEROR]
Executed as a Deed by   )
[NAME OF TRANSFEROR]   )
acting by a director in the presence of   )

_____
Director

Witness Signature   _____

Witness Name

Witness Address

Witness Occupa

[NAME OF TR
Executed as a D
[NAME OF TRA
acting by a dire

Witness Signatu

Witness Name

Witness Address

Witness Occupa

[NAME OF CO
Executed as a D
[NAME OF CON
acting by a dire

Witness Signatu

Witness Name   _____

Witness Address   _____

_____

Witness Occupation   _____