DA	ΓED	< <dat< th=""><th>te>></th></dat<>	te>>
(1)	< <name of="" se<="" th=""><th>ller>> LIMITED/P</th><th>PLC</th></name>	ller>> LIMITED/P	PLC
	-8	and-	
(2)	< <name bu<="" of="" th=""><th>yer>> LIMITED/P</th><th>PLC</th></name>	yer>> LIMITED/P	PLC
	-a	and-	
(3) << Name of other	party to the co	ntract being nova	ted>> LIMITED/PLC
	NOVATI	ON DEED	
			•

THIS DEED OF NOVATION is dated

<<Date>>

PARTIES

- <<Name of Seller>> LIMITED/PLC a company registered in England with number <<Insert company number>>, whose registered office is at <<Insert registered office address>> ("the Seller").
- 2. <<Name of Buyer>> LIMITED/PLC a company registered in England with number <<Insert company number>>, whose registered office is at <<Insert registered office address>> ("the Buyer").
- 3. <<Name of other party to the contract being novated>> **LIMITED/PLC** a company registered in England with number <<Insert company number>>, whose registered office is at <<Insert registered office address>> ("the Continuing Party").

BACKGROUND

- (A) This Deed is supplemental to <<Insert type of agreement and the parties to it>> dated <<Date of agreement>> ("the Agreement").
- (B) The Seller wishes to be released and discharged from the Agreement as at and from the date of this Deed ("the Effective Date") and the Continuing Party is willing to so release and discharge the Seller, as at and from the Effective Date on the terms contained in this Deed.

AGREED TERMS

1. BUYER'S OBLIGATIONS

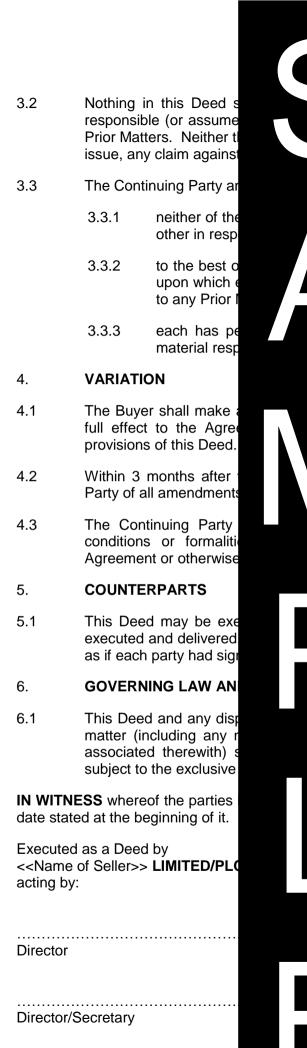
- 1.1 With effect from the Effective Date, the Continuing Party agrees to accept the Buyer as a party to the Agreement in substitution of the Seller.
- 1.2 With effect from the Effective Date, the Buyer undertakes to each of the Seller and the Continuing Party to perform the Agreement and be legally bound by its terms and conditions in the manner previously required of the Seller.
- 1.3 Subject to clause 4, the Buyer and the Continuing Party promptly execute and deliver all such documents, and do all such things, as may be necessary to give full effect to the release referred to in clause 2.2.

2. MUTUAL RELEASE

- 2.1 The Seller and the Continuing Party hereby mutually release each other from their obligations under the Agreement as from the Effective Date, except as provided in clause 3.
- 2.2 The Continuing Party releases and discharges the Seller from all future claims and demands of whatever nature in relation to the Agreement and agrees that, from the Effective Date, the Buyer shall be responsible for performing the obligations contained in the Agreement that were previously the obligations of the Seller.

3. **PRIOR MATTERS**

3.1 Nothing in this Deed shall affect or prejudice any claim or demand whatsoever which either the Seller or the Continuing Party may have against the other relating to matters arising under or in connection with the Agreement prior to the Effective Date ("Prior Matters").



ne Buyer to be or become liable or ibility) for, or in connection with, any ing Party shall issue, or endeavour to any Prior Matters.

nd warrant to the Buyer that:

mplating making, a claim against the and.

dge and belief, there are no grounds e a claim against the other in relation

in accordance with its terms in all

greement that are necessary to give this Deed in accordance with the

he Buyer shall notify the Continuing ause 4.1 above.

hat there are no further, or other, perfect novation pursuant to the

counterparts, each of which, when which together have the same effect

ut of or in connection with its subject and obligations arising therefrom or le laws of England and Wales and courts.

nditionally delivered this Deed on the

Executed as a Deed by <<Name of Buyer>> LIMITED/PLG acting by: Director Director/Secretary Executed as a Deed by <<Name of other party to the contracting by: Director Director Director

