

NOVATION AGREEMENT

between

_____ [Full legal name of the Outgoing Party, including company number if applicable]
(the "Outgoing Party")

and

_____ [Full legal name of the Incoming Party, including company number if applicable]
(the "Incoming Party")

and

_____ [Full legal name of the Continuing Party, including company number if applicable]
(the "Continuing Party")

_____ [Insert date of this Agreement] (the "Novation Date")

1. Definitions and Interpretation

1.1 In this Agreement, unless the context otherwise requires, the following expressions shall have the following meanings:

"Agreement" means this novation agreement, including all schedules and annexures attached hereto.

"Effective Date" means _____ [Insert the date on which the novation takes effect].

"Liabilities" means all obligations, duties, debts, claims, demands, and liabilities of whatever nature, whether present or future, known or unknown, actual or contingent.

"Original Agreement" means the agreement described in Clause 2.1 below, together with all amendments, variations, and supplemental documents thereto.

"Pre-Novation Liabilities" means all Liabilities arising under or in connection with the Original Agreement prior to the Effective Date.

"Services" means the services or obligations described in the Original Agreement.

1.2 In this Agreement, unless the context otherwise requires:

- (a) references to a person include a natural person, corporate or unincorporated body, and that person's personal representatives, successors, and permitted assigns;
- (b) a reference to a statute or statutory provision is a reference to it as amended, extended, or re-enacted from time to time;
- (c) any phrase introduced by the terms including, include, in particular, or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;
- (d) headings are for convenience only and shall not affect the interpretation of this Agreement.

2. Background and Original Agreement

2.1 This Agreement relates to the following contract (the "Original Agreement"):

Title or description of the Original Agreement: _____ [State the full title or a clear description of the agreement being novated]

Date of the Original Agreement: _____ [Insert the date on which the Original Agreement was entered into]

Parties to the Original Agreement: _____ [Identify all parties to the Original Agreement by their full legal names]

2.2 Under the Original Agreement, the Outgoing Party has certain rights and obligations in relation to the Continuing Party.

2.3 The parties have agreed that, with effect from the Effective Date, the Incoming Party shall be substituted in place of the Outgoing Party in respect of the Original Agreement, on the terms and conditions set out in this Agreement.

2.4 The parties confirm that the Original Agreement is valid, subsisting, and in full force and effect as at the date of this Agreement, save as disclosed in writing between the parties prior to execution hereof.

3. Novation, Transfer, and Release

3.1 With effect from the Effective Date and in consideration of the mutual obligations and undertakings set out in this Agreement, the parties agree as follows:

- (a) The Outgoing Party hereby novates, transfers, and assigns to the Incoming Party all of its rights, benefits, obligations, and Liabilities under the Original Agreement.

(b) The Incoming Party shall, from the Effective Date, be entitled to all rights and benefits accruing to the Outgoing Party under the Original Agreement, and the Continuing Party shall treat the Incoming Party as if it were the original party to the Original Agreement in place of the Outgoing Party.

(c) The Incoming Party hereby undertakes to the Outgoing Party and to the Continuing Party to perform and comply with all remaining obligations and provisions of the Original Agreement which were not satisfied prior to the Effective Date, and to be bound by the terms of the Original Agreement in every way as if the Incoming Party were the original party thereto in place of the Outgoing Party.

(d) The Continuing Party hereby consents to the novation effected by this Agreement and agrees to perform and comply with its obligations under the Original Agreement as owed to the Incoming Party from the Effective Date, and to be bound by the terms of the Original Agreement as if the Incoming Party were the original party thereto in place of the Outgoing Party.

(e) Subject to Clause 4 below, the Outgoing Party and the Continuing Party mutually release and discharge each other from all of their respective future obligations under the Original Agreement arising on or after the Effective Date.

4. Pre-Novation Liabilities

4.1 Nothing in this Agreement shall prohibit or affect any claim or demand, whether in contract, tort, or otherwise, and whether known or unknown to the parties, which the Outgoing Party or the Continuing Party may have against each other in relation to the Original Agreement arising before the Effective Date.

4.2 The treatment of Pre-Novation Liabilities shall be as follows: _____ [Set out the agreed position on pre-novation liabilities, including whether the Outgoing Party is fully released, partially released, or retains liability for specified matters].

4.3 The Incoming Party shall not be responsible for, and shall have no obligation in respect of, any Liabilities arising under the Original Agreement prior to the Effective Date, unless otherwise expressly agreed in writing between the parties.

5. Transition Mechanics and Handover

5.1 From the Effective Date:

(a) all invoices and correspondence relating to the Original Agreement shall be directed to the Incoming Party at the address set out in Clause 15 of this Agreement;

(b) the Outgoing Party shall, at the reasonable request of the Incoming Party, promptly execute such further documents and take such further steps as may be reasonably required to give effect to the novation;

(c) any sums payable in respect of the Services prior to the Effective Date shall be dealt with as follows: _____ [Specify how outstanding invoices or payments due before the Effective Date are to be handled]

(d) any ongoing deliverables, project milestones, or commitments under the Original Agreement shall be transitioned in accordance with the following agreed arrangements: _____ [Describe the handover arrangements, including timelines, deliverables in progress, and any specific transition obligations]

5.2 The Outgoing Party shall deliver to the Incoming Party all relevant files, data, records, materials, and other information necessary for the Incoming Party to assume its obligations under the Original Agreement, subject to any applicable confidentiality obligations.

6. Warranties and Representations

6.1 Each party represents and warrants to the other parties that:

(a) it has the full right, power, and authority to enter into and perform its obligations under this Agreement;

(b) this Agreement has been duly authorised by all necessary corporate or other action and constitutes a valid and legally binding obligation of that party, enforceable in accordance with its terms;

(c) the entry into and performance of this Agreement does not and will not conflict with any applicable law, regulation, or order of any court or regulatory authority, nor breach any agreement to which it is a party;

(d) no insolvency event has occurred in relation to that party, and no proceedings have been commenced or threatened for its winding up, dissolution, administration, or similar process.

6.2 The Outgoing Party represents and warrants that:

(a) the Original Agreement is valid, subsisting, and enforceable as at the date of this Agreement;

(b) it has not previously assigned, charged, or novated the Original Agreement or any of its rights or obligations thereunder without the prior written consent of the Continuing Party;

(c) it is not aware of any material breach of the Original Agreement that has not been disclosed to the other parties prior to execution of this Agreement.

6.3 The Incoming Party represents and warrants that it has the necessary skills, resources, licences, and qualifications to perform the obligations under the Original Agreement from the Effective Date.

7. Confidentiality and Data Protection

7.1 Each party undertakes to keep confidential all information relating to the business, finances, affairs, or operations of the other parties that it receives in connection with this Agreement or the Original Agreement, and not to disclose such information to any third party without the prior written consent of the disclosing party, except to the extent required by law or regulatory obligation.

7.2 To the extent that the performance of this Agreement or the transition of the Original Agreement involves the transfer or processing of personal data, the parties shall comply with all applicable data protection legislation, including the UK General Data Protection Regulation as retained in UK law by the European Union (Withdrawal) Act 2018, and the Data Protection Act 2018. Where required, the parties shall enter into appropriate data processing agreements or data transfer arrangements.

7.3 The parties shall cooperate to ensure that any personal data held in connection with the Original Agreement is transferred, handled, and processed lawfully in connection with the novation.

8. Third Party Rights

8.1 Except as expressly provided in this Agreement, a person who is not a party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

8.2 The rights of the parties to rescind or vary this Agreement are not subject to the consent of any third party.

9. Intellectual Property

9.1 Any intellectual property rights, licences, or approvals associated with the Original Agreement shall be dealt with as follows: _____ [Specify how intellectual property rights, licences, or technology access associated with the Original Agreement are to be transferred, licensed, or otherwise dealt with in connection with the novation].

9.2 The Outgoing Party shall, at the Incoming Party's reasonable request and expense, take all steps reasonably necessary to assign, transfer, or otherwise make available to the Incoming Party any intellectual property rights required for the Incoming Party to perform the obligations under the Original Agreement.

10. Costs and Expenses

10.1 Each party shall bear its own costs and expenses incurred in connection with the negotiation, preparation, and execution of this Agreement, unless otherwise agreed in writing by the parties.

10.2 Any stamp duty, registration fees, or other taxes arising in connection with this Agreement shall be borne by _____ [Identify the party responsible for any stamp duty, registration fees, or other applicable taxes].

11. Notices

11.1 Any notice or other communication given under this Agreement shall be in writing and shall be served by delivering it personally, or sending it by prepaid first-class post or recorded delivery, or by email with confirmed receipt, to the address of the relevant party set out below.

11.2 A notice shall be deemed to have been received:

- (a) if delivered personally, at the time of delivery;
- (b) if sent by prepaid first-class post or recorded delivery, at 09:00 on the second Business Day after posting;
- (c) if sent by email with confirmed receipt, at the time of transmission, provided that if receipt occurs after 17:00 on a Business Day, notice shall be deemed to have been given at 09:00 on the next Business Day.

11.3 Addresses for notices:

Outgoing Party:

_____ [Full postal address for service on the Outgoing Party]

Email: _____ [Email address for the Outgoing Party]

For the attention of: _____ [Name or title of the officer to receive notices on behalf of the Outgoing Party]

Incoming Party:

_____ [Full postal address for service on the Incoming Party]

Email: _____ [Email address for the Incoming Party]

For the attention of: _____ [Name or title of the officer to receive notices on behalf of the Incoming Party]

Continuing Party:

_____ [Full postal address for service on the Continuing Party]

Email: _____ [Email address for the Continuing Party]

For the attention of: _____ [Name or title of the officer to receive notices on behalf of the Continuing Party]

12. Entire Agreement

12.1 This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements, representations, warranties, negotiations, or understandings, whether written or oral, between the parties in relation to such subject matter.

12.2 Each party acknowledges that it has not relied on, and shall have no remedy in respect of, any representation or warranty that is not expressly set out in this Agreement. Nothing in this clause shall operate to limit or exclude any liability for fraud.

13. Amendment and Waiver

13.1 No amendment or variation of this Agreement shall be effective unless it is in writing and signed by duly authorised representatives of each of the parties.

13.2 No failure or delay by a party in exercising any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

14. Severability

14.1 If any provision of this Agreement is or becomes illegal, invalid, or unenforceable in any respect under the law of any jurisdiction, it shall not affect the legality, validity, or enforceability of any other provision. The parties shall use their reasonable endeavours to replace any illegal, invalid, or unenforceable provision with a lawful and enforceable provision that, to the greatest extent possible, achieves the same commercial effect as the replaced provision.

15. Counterparts and Execution as a Deed

15.1 This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original, and all the counterparts together shall constitute one and the same instrument.

15.2 This Agreement is intended to be executed as a deed. Each party acknowledges that execution as a deed removes the requirement for consideration to support the novation and strengthens the enforceability of the agreement. Each party shall comply with the applicable formalities for executing a deed under the laws of England and Wales, including the requirement for a company to have the document executed by two authorised signatories or by a director in the presence of a witness.

15.3 Electronic signatures shall be acceptable provided that the applicable requirements under the Electronic Communications Act 2000 and any relevant practice direction are satisfied, and provided that the form of electronic execution is agreed in writing by all parties in advance.

16. Governing Law and Jurisdiction

16.1 This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

16.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

16.3 The parties acknowledge that this Agreement is appropriate for use in England and Wales and has been drafted in accordance with general principles of English contract law. Parties operating in Scotland or Northern Ireland should seek appropriate legal advice as to the applicable formalities and governing legislation in those jurisdictions.

17. Schedule — Details of Original Agreement

The following particulars are provided for reference purposes and are incorporated into this Agreement:

Title of Original Agreement: _____ [Repeat the full title of the Original Agreement for ease of reference]

Date of Original Agreement: _____ [Repeat the date of the Original Agreement]

Original parties: _____ [List the full legal names of all original parties to the Original Agreement]

Subject matter: _____ [Briefly describe the subject matter or nature of the Original Agreement, e.g. supply of services, consultancy, software licence]

Amendments or variations: _____ [Identify any amendments, variations, or supplemental agreements to the Original Agreement that are included in the novation]

Key obligations being transferred: _____ [Summarise the principal obligations of the Outgoing Party that are being transferred to the Incoming Party under this Agreement]

Pre-novation matters expressly reserved: _____ [List any specific pre-novation claims, rights, or liabilities that are expressly preserved or excluded from the scope of this novation]

EXECUTED AS A DEED by the parties on the date first written above.

EXECUTED AS A DEED by _____ [Full legal name of Outgoing Party] acting by:

Signature of Director / Authorised Signatory:

Name: _____ [Print full name of signatory]

Title: _____ [Title or position of signatory]

Date: _____ [Date of signing by Outgoing Party]

Signature of Second Director / Witness (if applicable):

Name: _____ [Print full name of second signatory or witness]

Title / Capacity: _____ [Title or capacity of second signatory or witness]

Date: _____ [Date of signing]

EXECUTED AS A DEED by _____ [Full legal name of Incoming Party] acting by:

Signature of Director / Authorised Signatory:

Name: _____ [Print full name of signatory]

Title: _____ [Title or position of signatory]

Date: _____ [Date of signing by Incoming Party]

Signature of Second Director / Witness (if applicable):

Name: _____ [Print full name of second signatory or witness]

Title / Capacity: _____ [Title or capacity of second signatory or witness]

Date: _____ [Date of signing]

EXECUTED AS A DEED by _____ [Full legal name of Continuing Party] acting by:

Signature of Director / Authorised Signatory:

Name: _____ [Print full name of signatory]

Title: _____ [Title or position of signatory]

Date: _____ [Date of signing by Continuing Party]

Signature of Second Director / Witness (if applicable):

Name: _____ [Print full name of second signatory or witness]
Title / Capacity: _____ [Title or capacity of second signatory or witness]
Date: _____ [Date of signing]

This document does not constitute legal advice and is provided for general informational purposes only. The laws and regulations applicable to novation agreements in England and Wales, Scotland, and Northern Ireland may differ, and the requirements for valid execution as a deed may vary depending upon the nature of the parties and the relevant jurisdiction. This template does not account for all possible commercial, regulatory, or factual circumstances that may affect the validity or enforceability of a novation agreement. A qualified legal professional should be consulted before entering into or relying upon any novation agreement, and in particular before executing any document as a deed.