

## Novation Agreement

**Between:**

- (1) **Western Power Distribution [SELECT LOCATION] plc** (company number: [SELECT COMPANY NUMBER]) whose registered office is at Avonbank, Feeder Road, Bristol BS2 0TB ("**WPD**"); and
- (2) \_\_\_\_\_ Limited (company number: \_\_\_\_\_) whose registered office is at \_\_\_\_\_ ("**Existing Customer**"); and
- (3) \_\_\_\_\_ Limited (company number: \_\_\_\_\_) whose registered office is at \_\_\_\_\_ ("**New Customer**")

<b>Date of Novation Agreement (date of signature):</b>	
<b>Contact details for notices for New Customer:</b> Contact Name: Address: e-mail: Fax:	

We agree to be bound by the terms of this Novation Agreement.

Signed by **[INSERT NAME]** on behalf of Western Power Distribution [SELECT LOCATION] plc:

\_\_\_\_\_

Signed by **[INSERT NAME]** on behalf of the Existing Customer:

\_\_\_\_\_

Signed by **[INSERT NAME]** on behalf of the New Customer:

\_\_\_\_\_

**Background:**

- (A) WPD and the Existing Customer are parties to the Agreement (as defined below).
- (B) The Existing Customer wishes to be released and discharged from the Agreement as if it had never been a party to the Agreement. WPD has agreed to release and discharge the Existing Customer upon the New Customer undertaking to perform the Agreement and to be bound by the terms of the Agreement in place of the Existing Customer as if it had always been a party to the Agreement in place of the Existing Customer.

**It is agreed** as follows:

**1. Definitions and interpretation**

- 1.1 In this Novation Agreement, unless the context otherwise requires, the following words have the following meanings:

**"Agreement"** means the agreement formed on [insert date of acceptance of the Connection Offer] between WPD and the Existing Customer upon the acceptance of the Connection Offer by the Existing Customer.

**"Business Day"** means a day (other than a Saturday or a Sunday) on which clearing banks are open for business in the City of London.

**"Connection Offer"** means the connection offer issued by WPD to the Existing Customer on [enter date of issue] concerning the premises known as [enter premises location referred to in Connection Offer] (reference [insert reference]).

**"Novation Agreement"** means this agreement (including the schedule) made between WPD, the Existing Customer and the New Customer.

- 1.2 In this Novation Agreement, unless the context otherwise requires;
  - (a) words in the singular include the plural and vice versa and words in one gender include any other gender;
  - (b) a reference to:
    - (i) any party includes its successors in title and permitted assigns;
    - (ii) clauses and schedules is to clauses of and schedules to this Novation Agreement and references to sub-clauses and paragraphs are references to sub-clauses and paragraphs of the clause or schedule in which they appear.

**2. Novation**

- 2.1 In consideration of the rights granted to it under clause 2.2, the New Customer undertakes:
  - (a) to observe and perform all obligations and discharge all liabilities of the Existing Customer arising under the Agreement whether actual, accrued, contingent or otherwise and whether arising before or after the date of this Novation Agreement; and
  - (b) to be bound by the terms of the Agreement in every way as if it were an original party to the Agreement in place of the Existing Customer.
- 2.2 In consideration of the undertaking of the New Customer in clause 2.1 and the release and discharge in clause 2.3, WPD:
  - (a) releases and discharges the Existing Customer from all duties, obligations, liabilities, claims and demands arising as a result of or in connection with the Agreement ("**Liabilities**") whether actual, accrued, contingent or otherwise and whether arising before or after the date of this Novation Agreement;
  - (b) accepts the liability of the New Customer under the Agreement in place of the liability of the Existing Customer; and
  - (c) agrees to be bound by the terms of the Agreement in every way as if the New Customer were named in the Agreement as an original party in place of the Existing Customer.
- 2.3 In consideration of the release and discharge in clause 2.2, the Existing Customer releases and discharges WPD from all Liabilities.

2.4 Without prejudice to the generality of clause 2.3, the Existing Customer acknowledges from the date of this Novation Agreement that any duty on WPD to refund or repay the Existing Customer shall be a duty to refund or repay the New Customer.

2.5 Subject to the terms of this Novation Agreement, the Agreement shall remain in full force and effect.

### 3. **General**

#### 3.1 ***Entire Agreement***

This Novation Agreement and the documents referred to in it sets out the entire agreement and understanding between the parties in respect of the subject matter of this Novation Agreement.

#### 3.2 ***Variation***

No purported variation of this Novation Agreement shall be effective unless it is in writing and signed by or on behalf of each of the parties.

#### 3.3 ***Costs and expenses***

Each party shall bear its own costs and expenses incurred in the preparation, execution and implementation of this Novation Agreement.

#### 3.4 ***Invalidity***

To the extent that any provision of this Novation Agreement is found by any court or competent authority to be invalid, unlawful or unenforceable in any jurisdiction, that provision shall be deemed not to be a part of this Novation Agreement, it shall not affect the enforceability of the remainder of this Novation Agreement nor shall it affect the validity, lawfulness or enforceability of that provision in any other jurisdiction.

### 4. **Notices**

4.1 Any notice under this Novation Agreement or the Agreement shall be in writing signed by or on behalf of the party giving it and shall, unless delivered to a party personally be left at, or sent by prepaid first class post or facsimile to the receiving party's address for notices as stated, in the case of WPD, on page 1 of the Connection Offer, or in the case of the New Customer, as stated on page 1 of this Novation Agreement, or as otherwise notified in writing from time to time.

4.2 A notice shall be deemed to have been served:

- (a) at the time of delivery if delivered personally;
- (b) 48 hours after posting; or
- (c) 2 hours after transmission if served by facsimile on a Business Day prior to 3 p.m. or in any other case at 10 a.m. on the Business Day after the date of despatch.

4.3 A party shall not attempt to prevent or delay the service on it of a notice connected with this Novation Agreement or the Agreement.

### 5. **Counterparts**

This Novation Agreement may be executed in any number of counterparts and by the parties on separate counterparts, but shall not be effective until each party has executed at least one counterpart. Each counterpart, when executed, shall be an original of this Novation Agreement and all counterparts shall together constitute one instrument.

### 6. **Exclusion of third party rights**

Except as expressly provided in the Agreement no express term of this Novation Agreement or any term implied under it is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.

### 7. **Governing law**

7.1 This Novation Agreement and any dispute, claim or obligation (whether contractual or non-contractual) arising out of or in connection with it, its subject matter or formation shall be governed by English law.

7.2 Subject to express provision to the contrary in the Agreement, the parties irrevocably agree that the English courts shall have exclusive jurisdiction to settle any dispute or claim (whether

contractual or non-contractual) arising out of or in connection with this Novation Agreement, its subject matter or formation.

**This Novation Agreement** has been signed on the date stated as the "Date of Novation Agreement" at page 1 of this Novation Agreement.

**The Schedule**  
(The Agreement)

Planner to insert a copy of the:

- Connection Offer; and
- signed and dated letter of acceptance of Connection Offer.