[On Company Letterhead of PARTY 1]

[PARTY 2]

[Address Line 1]

This Agreement is dated [DATE]

**PARTIES**

1. [FULL COMPANY NAME], a company incorporated and registered in England and Wales with company number [NUMBER], whose registered office is at [REGISTERED OFFICE ADDRESS] (the “**Continuing Party**”);
2. [FULL COMPANY NAME], a company incorporated and registered in England and Wales with company number [NUMBER], whose registered office is at [REGISTERED OFFICE ADDRESS] (the “**Outgoing Party**”); and
3. [FULL COMPANY NAME], a company incorporated and registered in England and Wales with company number [NUMBER], whose registered office is at [REGISTERED OFFICE ADDRESS] (the “**Incoming Party**”).

**Background**

A) The Continuing Party and the Outgoing Party have entered into a contract for [*DESCRIBE PURPOSE OF THE CONTRACT*], dated [DATE] (the “**Contract**”), a copy of which is attached to this Agreement.

(B) [*DESCRIBE BACKGROUND TO BUSINESS TRANSFER*], the Outgoing Party [*has transferred / will transfer*] its business to the Incoming Party. Consequently, the Outgoing Party wishes to transfer its rights, obligations and liabilities under the Contract to the Incoming Party as part of the business transfer.

(C) The Outgoing Party shall remain liable for any failure to perform its obligations under the Contract prior to the Effective Date.

(D) The parties have therefore agreed to novate the Outgoing Party’s rights, obligations and liabilities under the Contract to the Incoming Party, effective from the date of this Agreement (the “**Effective Date**”).

**AGREED TERMS**

1. **NOVATION**
   1. The Incoming Party shall perform the Contract, be bound by its terms, and enjoy its benefits in every respect as if it had been the original party to the Contract in place of the Outgoing Party.
   2. The Continuing Party shall perform the Contract and be bound by its terms in every respect as if the Incoming Party had been the original party to the Contract in place of the Outgoing Party.
   3. References to the Outgoing Party in the Contract shall be deemed references to the Incoming Party.
2. **RELEASE OF OBLIGATIONS AND LIABILITIES**
   1. The Continuing Party and the Outgoing Party mutually release each other from all future obligations under the Contract.
   2. The Continuing Party and the Outgoing Party mutually release each other from all future obligations under the Contract.
   3. Nothing in this Agreement shall affect or prejudice any claim or demand that the Continuing Party or the Outgoing Party may have against the other under or in connection with the Contract for matters occurring before the Effective Date.
3. **INDEMNITY**
   1. The Incoming Party shall indemnify the Outgoing Party against all liabilities, costs, expenses, damages, and losses that the Outgoing Party suffers or incurs under or in connection with the Contract as a result of the Incoming Party’s failure to perform the Contract from the Effective Date.
   2. The Outgoing Party shall indemnify the Incoming Party against all liabilities, costs, expenses, damages, and losses that the Incoming Party suffers or incurs under or in connection with the Contract as a result of the Outgoing Party’s failure to perform the Contract prior to the Effective Date.
4. **GOVERNING LAW**

This Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it, its subject matter, or its formation, shall be governed by and construed in accordance with the laws of [STATE].

1. **JURISDICTION**

Each party irrevocably agrees that the State of [INSERT STATE] shall have [[exclusive]/[non-exclusive]] jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement, its subject matter, or its formation.

[SIGNATURE PAGE FOLLOWS]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature for and on behalf of [PARTY 1]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature for and on behalf of [PARTY 2]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date