

NOVATION DEED

This is a legally binding deed between the Transferor, Transferee and Other Party named at the end of this deed.

Transferor and Other Party are currently parties to the contract described in the schedule (**Contract**). Transferor wishes to transfer the Contract to Transferee, with effect from the date nominated as the Effective Date in the schedule. This deed sets out the agreement of Transferor, Transferee and Other Party regarding the transfer.

The parties agree as follows:

1. NOVATION OF CONTRACT

1.1 Transferee to perform obligations of Transferor

With effect from the Effective Date:

- (a) Transferee must perform the obligations of Transferor under the Contract; and
- (b) Transferee and Other Party will be bound by the Contract as if Transferee were named in the Contract in place of Transferor.

1.2 Release of Transferor

With effect from the Effective Date, Other Party releases Transferor from Transferor's obligations under the Contract.

1.3 Accrued rights

Nothing in this deed affects the accrued rights or liabilities of Other Party or Transferor as at the Effective Date.

2. MISCELLANEOUS

2.1 Counterparts

This deed may be executed in counterparts, and by the parties on separate or the same counterparts. Each counterpart is taken to be an original, but all of them make up the same instrument.

2.2 Effect as a deed

The parties agree that this document is intended to be a deed, despite any references to this document as an agreement or the absence of any feature commonly included in a deed.

2.3 Governing law and jurisdiction

This deed is to be construed according to and is governed by the laws of Victoria. Transferor submits to the non-exclusive jurisdiction of the courts in and of Victoria in relation to any dispute arising under this deed.

3. INTERPRETATION

In this deed the following rules of interpretation apply.

- (a) A reference to:

- (i) this deed includes its schedule;
 - (ii) one gender includes the others;
 - (iii) the singular includes the plural and the plural includes the singular; and
 - (iv) a person includes a body corporate.
- (b) “Including” and similar expressions are not words of limitation.
 - (c) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
 - (d) Headings are for convenience only and do not form part of this deed or affect its interpretation.
 - (e) If any party is a trustee, it is bound both personally and in its capacity as a trustee.

SCHEDULE

**Contract description
(including title and date):**

Effective Date:

EXECUTED as a deed:

TRANSFEROR'S DETAILS AND EXECUTION (if an individual)	
Individual's name:	_____
Individual's address:	_____
Date:	_____
Signed, sealed and delivered by the Transferor:)))) _____
	<i>Individual's signature</i>
Witness signature:	_____
Witness name:	_____

TRANSFEROR'S DETAILS AND EXECUTION (if a company)	
Company name (including ACN/ABN):	_____
Company address:	_____
Date:	_____
Executed by the Transferor in accordance with section 127 of the Corporations Act 2001:	
_____	_____
<i>Director / Secretary / Sole director and sole secretary</i>	<i>Director</i>
_____	_____
<i>Name (printed)</i>	<i>Name (printed)</i>

TRANSFeree'S DETAILS AND EXECUTION

(must be a company)

Company name (including ACN/ABN): _____

Company address: _____

Date: _____

Executed by Transferee in accordance with section 127 of the Corporations Act 2001:

Director / Secretary / Sole director and sole secretary

Director

Name (printed)

Name (printed)

OTHER PARTY'S DETAILS AND EXECUTION

(must be a company)

Company name (including ACN/ABN): _____

Company address: _____

Date: _____

Executed by Other Party in accordance with section 127 of the Corporations Act 2001:

Director / Secretary / Sole director and sole secretary

Director

Name (printed)

Name (printed)