

THIS NOTIFICATION OF NOVATION is made on 28th February 2018.

TO you, as a Buyer or Supplier category Member of the Constructionline Database (**referred to in this notification as “You”**)

BY THE PARTIES NAMED AT “2” AND “3”:

- (1) **CAPITA BUSINESS SERVICES LIMITED** incorporated and registered in England and Wales with company number 02299747 whose registered office is at 71 Victoria Street, London, SW1H 0XA (**Capita**); **AND**
- (2) **SUPPLIER ASSESSMENT SERVICES LIMITED** incorporated and registered in England and Wales with company number 11188766 whose registered office is at 71 Victoria Street, London, SW1H 0XA (**SAS**).

RECITALS

- (A) You and Capita are party to an agreement for provision of Services which Capita performs, trading as Constructionline (**Terms of Business**).
- (B) Under the Terms of Business Capita provides Services to you in your capacity as a Buyer or Supplier.
- (C) Capita is an original party to the Terms of Business, and the performance of the obligations and provision of services under the Terms of Business has to date been carried out by Capita. Capita intends to transfer the performance of the Services under the Terms of Business to a wholly owned subsidiary, SAS. Capita shall novate all Capita's rights, obligations and liabilities under the Terms of Business to SAS on the terms of this Notification of Novation with effect from 1st March 2018 (**Effective Date**). SAS shall continue to trade as Constructionline.

IT IS AGREED AS FOLLOWS

1 NOVATION

With effect from the Effective Date:

- 1.1 Capita transfers all its rights and obligations under the Terms of Business to SAS in accordance with its rights as set out at clause 14.2 of the Terms of Business.
- 1.2 SAS shall enjoy all the rights and benefits of Capita under the Terms of Business. SAS agrees to perform the Services and be bound by its terms in every way as if it were the original party to them in place of Capita.

1.3 You agree to perform the Terms of Business and be bound by their terms in every way as if SAS were the original party to them in place of Capita.

1.4 All references to Capita in the Terms of Business shall be read and construed as references to SAS.

2 RELEASE OF PAST, CURRENT AND FUTURE OBLIGATIONS AND LIABILITIES

2.1 You and Capita release and discharge each other from all obligations to the other under or in connection with the Services, whether arising before, on or arising after the Effective Date, and in each case whether known or unknown to the releasing party.

2.2 Each of You and SAS shall have the right to enforce the Terms of Business and pursue any claims and demands under the Terms of Business against the other with respect to matters arising before, on or after the Effective Date as though SAS were the original party to the Terms of Business instead of Capita.

2.3 Each of You and Capita agree to the ownership, right and interest of SAS in and to any unpaid billings, fees, reimbursable payable to or accrued by Capita in or under the terms of the Terms of Business for the period prior to the Effective Date and You agrees to pay any such unpaid or accrued amounts to SAS.

3 GOVERNING LAW


This Notification of Novation 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.

4 JURISDICTION

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 Deed or its subject matter or formation.

This Notification of Novation takes effect on the Effective Date.

Signed on behalf of
Capita Business Services Limited by

Signature 

Name NICHOLAS BROWN

Title FINANCE DIRECTOR

Signed on behalf of
Supplier Assessment Services Limited by

Signature 

Name JOHN EDMUNDS

Title MD

NOTES FOR FINANCE TEAMS:

Please be aware that our bank, our bank sort code and our bank account numbers will remain unchanged.

However our bank account name will be changing in due course from: "Capita Business Services Limited, to:
"Supplier Assessment Services Limited"