



Novation of Customer Agreement

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NOVATION OF CUSTOMER AGREEMENT

THIS AGREEMENT is made on the date specified in the Schedule

PARTIES:

1. The party identified in the Schedule and hereinafter referred to as **“the Customer”**
2. The party identified in the Schedule and hereinafter referred to as **“the retiring party”**
3. The party identified in the Schedule and hereinafter referred to as **“the substitute party”**

PREAMBLE:

- A. The Customer and the retiring party have entered into the Agreement(s) identified in the Schedule to this Novation Agreement (**“the Customer Agreement”**).
- B. The parties to this Novation Agreement have agreed that the Customer Agreement shall be novated as set out herein.

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement the following definitions apply unless the context otherwise requires:

“Agreement” includes the preamble and the schedules and any annexure to this document and any matter incorporated by cross-reference.

“Customer Agreement” means the agreement identified as such in the Schedule.

“Effective Date” means the date specified in the Schedule on and from which the novation of the Customer Agreement is to apply.

- 1.2 For the purposes of interpretation of this Agreement:

(a) a cross reference to a clause number is a reference to all its sub-clauses;