

## DCUSA PARTY NOVATION AMENDMENT

**THIS NOVATION** is made on \_\_\_\_\_

### **BETWEEN:**

- (1) [ ] a company incorporated in England and Wales (registered number [ ] whose registered office is at [ ] (the “**Outgoing Party**”); and
- (2) [ ] a company incorporated in England and Wales (registered number [ ] whose registered office is at [ ] (the “**Incoming Party**”); and
- (3) **DCUSA LIMITED** a company incorporated in England and Wales (registered number 5812381) whose registered office is at Northumberland House, 303 - 306 High Holborn, London, WC1V 7JZ (acting on behalf of itself and each other DCUSA Party, “**DCUSA Ltd**”).

### **WHEREAS**

- (A) DCUSA Ltd is a company established under the DCUSA to facilitate the operation of the DCUSA. The Outgoing Party is a party to, and is bound by, the DCUSA.
- (B) The Outgoing Party wishes to transfer its rights and obligations under the DCUSA to the Incoming Party.
- (C) The Incoming Party wishes to take a transfer of the Outgoing Party's rights and obligations under the DCUSA.
- (D) DCUSA Ltd agrees to such transfer on behalf of itself and each other DCUSA Party.

**NOW IT IS HEREBY AGREED** as follows:

1. In this Novation:
  - (a) “**DCUSA**” means the Distribution Connection and Use of System Agreement designated as such by the Gas and Electricity Markets Authority (as such agreement is amended from time to time);

- (b) “**DCUSA Party**” means a party from time to time to the DCUSA (but excluding the Outgoing Party and the Incoming Party); and
  - (c) “**Effective Date**” means [TBC].
- 2. Unless otherwise defined in this Novation, the definitions and rules of interpretation applying in the DCUSA shall apply to this Novation.
- 3. With effect from the Effective Date, and in consideration of the reciprocal obligations under this Novation (the receipt and sufficiency of which are hereby acknowledged by each of the parties):
  - (a) the Outgoing Party transfers all its outstanding rights and obligations under the DCUSA to the Incoming Party;
  - (b) the Incoming Party shall enjoy all the outstanding rights and benefits of the Outgoing Party under the DCUSA, and agrees to perform and to be bound by the DCUSA in every way as if it were the original party to the Outgoing Party's Accession Agreement in place of the Outgoing Party;
  - (c) DCUSA Ltd agrees to perform and be bound by the DCUSA in every way as if the Incoming Party were the original party to the Outgoing Party's Accession Agreement in place of the Outgoing Party;
  - (d) DCUSA Ltd and the Outgoing Party release each other from all outstanding obligations under the DCUSA, and each discharge the other from any and all claims under or in connection with the DCUSA (whether known or unknown)
- 4. From the Effective Date, each of DCUSA Ltd and the Incoming Party shall have the right to enforce the DCUSA against one another with respect to matters arising before, on or after the Effective Date as though the Incoming Party were the original Party to the Outgoing Party's Accession Agreement.
- 5. From the Effective Date, the Incoming Party's Party Details shall be as set out in the schedule to this Novation (to be recorded by the Secretariat under clause 57.5 of the DCUSA), subject to change thereafter in accordance with clause 57.6 of the DCUSA.

6. This Novation may be executed in counterparts, each signed by one of the parties hereto.
7. This Novation shall be governed by and construed in accordance with the laws of England and Wales. The parties hereto hereby submit to the exclusive jurisdiction of the courts of England and Wales and of Scotland.

**THIS NOVATION** has been entered into on the date first stated above.

**SIGNED** by ..... )  
duly authorised for and on behalf of ) .....  
**[OUTGOING PARTY NAME] LTD** )

**SIGNED** by ..... )  
duly authorised for and on behalf of ) .....  
**[INCOMING PARTY NAME] LTD** )

**SIGNED** by ..... )  
duly authorised for and on behalf of ) .....  
**DCUSA LTD** )

## **Schedule of Party Details**

*[TBC – as per Schedule 11 of DCUSA]*