

SUBJECT TO CONTRACT

Swarco Smart Charging Ltd
1 Maxted Corner
Maxted Road
Hemel Hempstead Industrial Estate
HP2 7RA

Chideock Parish Council
Car Park, Foss Orchard
Main Street
Chideock
DT6 5DY

5th December 2022

Reference Contract Dated 06 February 2020 for the electric vehicle charge points installed at the Landlord's Premises (*the "Contract"*).

Dear Landlord,

SWARCO has been very active in the M&A market with several recent acquisitions in the UK, which has triggered a legal restructuring of the UK businesses, in order to simplify the organisation, and to provide a structure that allows us to bring more focus to specific business areas we serve (Intelligent Traffic Solutions, Parking, Electric Vehicle Charging etc).

As a consequence, we will be creating a new company, SWARCO Smart Charging Ltd, as a standalone business entity, alongside our other businesses SWARCO UK & Ireland Ltd (Intelligent Traffic Solutions) and APT SKIDATA Ltd (Parking), within the SWARCO UK Holdings Group.

In line with our business plans, this further establishes our position as a leading UK market provider of services to the EV sector, providing the ability to have a specialist focus, and to be agile and responsive to the needs of our customers and our rapidly growing market.

To formalise this change, enclosed is our novation agreement substituting SWARCO UK Ltd (company number 02754698) with SWARCO Smart Charging Ltd (a company registered in England and Wales with company number 14479077) in your above referenced contract.

SWARCO Smart Charging Ltd remains part of the SWARCO group and in all other respects remains unchanged, as such our capability for performance of all duties, warranties, liabilities, indemnities

and obligations under the Contract shall continue to be the same high standard as deserved by the SWARCO name.

We trust that you appreciate the reasons for requiring this novation and will sign the document on page 5 and return it to the name and address set out below by 14th December 2022 to enable the novation to take place in good time.

Attention Sydrah Khan
SWARCO Smart Charging Ltd
1 Maxted Corner
Maxted Road
Hemel Hempstead Industrial Estate
HP2 7RA
Email: Sydrah.Khan@Swarco.com
Mobile: + 44 (0)7971 656 678

It is our intention to start trading as SWARCO Smart Charging Ltd from 1st January 2023, while our business address remains unchanged, new payment details will be sent to you.

In the meantime, should you have any queries or require further information then please contact your current SWARCO UK contact or <our contact details>

Thank you.



Justin Meyer
Managing Director
SWARCO Smart Charging

Also for and on behalf of SWARCO UK Limited



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Dated 1st January 2023

DEED OF NOVATION OF CONTRACT

between

Chideock Parish Council

and

Swarco Smart Charging Limited

and

Swarco UK Limited

This deed is dated 1st January 2023

PARTIES

- (1) **Chideock Parish Council** Car Park, Foss Orchard, Main Street, Chideock, DT6 5DY **(the “Continuing Party”);**
- (2) **Swarco UK Limited** whose registered office is at Unit 1 Maxted Corner, Maxted Road, Hemel Hempstead, Hertfordshire, HP2 7RA (company number 02754698) **(the “Outgoing Party”);**
and
- (3) **Swarco Smart Charging Limited** whose registered office is at Unit 1 Maxted Corner, Maxted Road, Hemel Hempstead, Hertfordshire, HP2 7RA (company number 14479077) **(the “Incoming Party”)**

BACKGROUND

- (A) The Continuing Party and the Outgoing Party have entered into a contract as part of an internal group reorganisation.
- (B) The Incoming Party is a new company created by the Outgoing Party as a standalone business entity.
- (C) The Incoming Party comprises of the same unchanged Swarco Smart Charging part of the Outgoing Party that has managed this contract so far, ensuring capability for performance of all duties, warranties, liabilities, indemnities and obligations of this contract shall continue to be of the same high standard.
- (D) The Outgoing Party wishes that the contract be novated from the Outgoing Party and the Continuing Party to the Incoming Party and Continuing Party, upon the terms set out in this deed.
- (E) Both the Outgoing Party and the Continuing Party have a signed original copy of the Contract.

IT IS AGREED AS FOLLOWS

1. Contract Subject to This Agreement

- 1.1 This novation agreement is entered into with reference to contract dated 06 February 2020 for the electric vehicle charge points installed at the Continuing Party’s Premises entered into between the Outgoing Party and the Continuing Party **(Contract)**.
- 1.2 The Outgoing Party has handed over to the Incoming Party its signed original copy of the Contract and all associated documents.

2. Novation

2.1 With effect from the 1st January 2023 (Effective Date):

- (a) the Outgoing Party transfers all its rights and obligations under the Contract to the Incoming Party;
- (b) the Incoming Party shall enjoy all the rights and benefits of the Outgoing Party under the Contract;
- (c) the Incoming Party agrees to perform the Contract and be bound by its terms in every way as if it were the original party to it in place of the Outgoing Party;
- (d) the Continuing Party agrees to perform the Contract and be bound by its terms in every way as if the Incoming Party were the original party to it in substitution of the Outgoing Party;
- (e) all references to the Outgoing Party in the Contract shall be read and construed as references to the Incoming Party.

3. Release of obligations and liabilities

- 3.1 The Continuing Party and the Outgoing Party release each other from all future obligations to the other under the Contract.
- 3.2 The Continuing Party and the Outgoing Party release and discharge each other from all claims and demands under or in connection with the Contract, including without limitation claims for negligence and fraud, whether arising before, on or after the Effective Date, and in each case whether known or unknown to the releasing party.
- 3.3 Each of the Continuing Party and the Incoming Party may enforce the Contract and pursue any claims and demands under or in connection with the Contract against the other with respect to matters arising before, on or after the Effective Date as though the Incoming Party were the original party to the Contract instead of the Outgoing Party, in each case whether or not such claims and demands arise in negligence or fraud.

4. Indemnity

- 4.1 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.
- 4.2 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 before the Effective Date.

5. Third Party Rights

- 5.1 For the purposes of the Contracts (Rights of Third Parties) Act 1999 nothing in this deed of novation is intended to confer or purports to confer on a third party any benefit or right to enforce any term of this deed.

6. Governing law and jurisdiction

- 6.1 This deed is governed by English law. Any matter, claim or dispute, whether contractual or non-contractual, arising out of, or in connection with, this agreement or its subject matter or formation, shall be governed by and decided in accordance with English law.
- 6.2 The courts of England have exclusive jurisdiction to settle any matter, claim or dispute arising out of, or in connection with, this deed, whether contractual or non-contractual, and each party irrevocably submits to the jurisdiction of the courts of England.

This novation agreement has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Executed as a Deed by the Continuing Party

_____ And

Print name of signatory

And

Print name of signatory

Signature

Director

Signature

Company Secretary or Director

Date of signature

Date of signature

Executed as a Deed by the Outgoing Party

Justin Meyer

Ashley Davine

Print name of signatory

And

Print name of signatory



Signature Director

Signature Company Secretary

5th December 2022

5th December 2022

Date of signature

Date of signature

Executed as a Deed by the Incoming Party

Justin Meyer

Ashley Davine

Print name of signatory

And

Print name of signatory



Signature Director

Signature Company Secretary

5th December 2022

5th December 2022

Date of signature

Date of signature