

Assignment Clause

1. Assignment and Sub-Contracting

1.1 [Subject to sub-Clause 1.2, this Agreement shall be binding on the Parties. Neither Party shall create, grant, assign, transfer, mortgage, charge (otherwise than by way of a floating charge) or otherwise dispose of its rights or obligations hereunder, or sub-contract any of its obligations hereunder without the prior written consent of the other Party, such consent not to be unreasonably withheld.

1.2 [[Subject to the provisions of clause 1.1, the Party shall have the right to exclude the right to assign or subcontract any of its obligations hereunder. [The] <<insert party name>> shall be entitled to perform any of the obligations hereunder through any other member of its group or through any subcontractor. Any act or omission of such subcontractor shall, for the purposes of this Agreement, be deemed to be the act or omission of the <<insert party name, e.g., Service Provider>>]

s] Agreement is personal to the Party. Neither Party shall create, charge (otherwise than by way of a floating charge) or otherwise dispose of its rights or obligations hereunder, or sub-contract any of its obligations hereunder without the prior written consent of the other Party, such consent not to be unreasonably withheld.

ence to any clause(s) which limit or exclude the right to assign or subcontract any of its obligations hereunder. [The] OR <<insert party name>> shall be entitled to perform any of the obligations hereunder through any other member of its group or through any subcontractor. Any act or omission of such subcontractor shall, for the purposes of this Agreement, be deemed to be the act or omission of the <<insert party name, e.g., Service Provider>>]

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