

DATED

20[]

DEED OF NOVATION OF A CONTRACT

between

LANCASHIRE COUNTY COUNCL

and

[OUTGOING]

and

[INCOMING]

CONTENTS

CLAUSE

| | | |
|----|------------------------------|---|
| 1. | Novation..... | 1 |
| 2. | Release of obligations | 2 |
| 3. | Indemnity | 2 |
| 4. | Governing law | 2 |
| 5. | Jurisdiction | 2 |
| 6. | Counterparts..... | 3 |

1.2 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.

1.3 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 place of the Outgoing Party.

2. RELEASE OF OBLIGATIONS

2.1 The Continuing Party and the Outgoing Party release each other from all future obligations to the other under the Contract.

2.2 Nothing in this deed shall affect or prejudice any claim or demand that the Continuing Party or the Outgoing Party may have against the other under or in connection with the Contract arising before the Effective Date.

2.3 Each of the Continuing Party and the Incoming Party shall have the right to enforce the Contract and pursue any claims and demands under 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.

3. INDEMNITY

3.1 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 or satisfy its assumed obligations under the Contract.

3.2 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 or satisfy its obligations under the Contract before the Effective Date.

4. GOVERNING LAW

This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England.

Executed as a deed by [XXX LIMITED]

acting by (), a
director, in the presence of:

.....
Director

.....
Signature of second director or
secretary or a witness

Witness Signature:
.....

Witness Full Name:
.....

Witness Address:
.....
.....
.....

THE COMMON SEAL of **THE**
LANCASHIRE COUNTY COUNCIL was
affixed to this deed pursuant to the
Scheme of Delegation to Chief Officers in
the presence of:

Authorised Signatory

Schedule 1

The Contract being for the provision of [Residential Home Care for Older people (version [])] with 'Acceptance Form' dated ().