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
	Indemnity	
	Governing law	
	Jurisdiction	
6.	Counterparts.	3

PARTIES

- (1) <u>LANCASHIRE COUNTY COUNCIL</u> whose registered office is at PO Box 78 County Hall Preston Lancashire PR1 8XJ (Continuing Party).
- (2) [[FULL COMPANY NAME] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] (Outgoing Party)
- (3) [FULL COMPANY NAME] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] (Incoming Party)

Background

- (A) The Continuing Party and the Outgoing Party are party to an agreement [(Residential Home Care)] by way of ['Contract Acceptance Form' dated] (Contract), a copy of which is annexed to this deed at Schedule 1.
- (B) [As part of [an internal reorganisation of its group of companies **OR** [DESCRIBE BACKGROUND TO BUSINESS TRANSFER]], the Outgoing Party has transferred its business to [another company within its group,] the Incoming Party. As a result, the Outgoing Party wishes to transfer its rights and obligations under the Contract to the Incoming Party as part of the business transfer.
- (C) The Outgoing Party shall continue to be liable to perform its obligations under the Contract before the Effective Date.
- (D) The parties have therefore agreed to novate the Outgoing Party's rights and obligations under the Contract to the Incoming Party on the terms of this deed with effect from [()] (Effective Date).
- (E) For the avoidance of doubt, the Incoming Party is a registered provider for [accommodation for persons who require Residential Care 'Regulated Activity']. [This Regulated Activity may only be carried on at or from (Address)].

AGREED TERMS

1. NOVATION

1.1 With effect from the Effective Date, the Outgoing Party transfers all its rights and obligations under the Contract to the Incoming Party. The Incoming Party shall enjoy all the rights and benefits of the Outgoing Party under the Contract, and all references to the Outgoing Party in the Contract shall be read and construed as references to the Incoming Party.

- 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.

5. **JURISDICTION**

Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this deed or its subject matter or formation (including non-contractual disputes or claims).

6. COUNTERPARTS

- This deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 6.2 Transmission of an executed counterpart of this agreement (but for the avoidance of doubt not just a signature page) by email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this agreement. If either method of delivery is adopted, without prejudice to the validity of the agreement thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.

This document 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 [XX	X 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:

Executed as a deed by [XXX		
acting by (), a	Director
director, in the presence of:		
		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

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 ()].