

THIS DEED OF NOVATION is made the day of 2010

BETWEEN:

- (1) THE ROYAL BOROUGH OF KENSINGTON AND CHELSEA of the Town Hall, Hornton Street, London, W8 7NX (the "Council");
- (2) NUFFIELD HEALTH of 40 – 44 Coombe Road, New Malden, Surrey, KT3 4QF a registered charity number 205533 and a company limited by guarantee registered number 576970 ("the New Contractor"); and
- (3) NUFFIELD HEALTH WELLBEING LIMITED (formerly known as Cannons Health & Fitness Limited), of 40-44 Coombe Road, New Malden, Surrey, KT3 4QF registered company number 2849324 ("the Old Contractor").

WHEREAS:

- (1) This Deed of Novation is supplemental to an agreement dated 30 November 2005 and made between (1) the Old Contractor and (2) the Council for the provision of leisure management service to the Council ("the Contract") as varied by (i) a letter dated 23 November 2005 (The Settlement Letter) (ii) a letter dated 18 April 2008 (The Variation Letter) and (iii) Swimming Membership Agreement dated 24 August 2009 (The Swimming Agreement).
- (2) The Old Contractor wishes to be released and discharged from the Contract and the Council has agreed to release and discharge the Old Contractor upon the terms of the New Contractor's undertaking to perform the Contract and to be bound by the terms of the Contract (including the contract variations referred to in Schedule 1 of this Deed) in place of the Old Contractor from 30 November 2007.

NOW IT IS AGREED as follows:

- 1 The New Contractor undertakes to perform the Contract and to be bound by the terms of the Contract in every way as if the New Contractor were a party to the Contract in lieu of the Old Contractor, including without limitation all claims, demands, liabilities, costs and expenses whatsoever arising out of or in respect of the Contract whether prior to or subsequent to the date of this Deed of Novation including (but without limitation) any claims related to incomplete and/or allegedly defective services, delays, and the rectifications of any defects which may become necessary under the terms of the Contract.

- 2 All payments, notices and other communications made to the Old Contractor by the Council prior to the date of this Deed of Novation shall be deemed to have been made to the New Contractor.
- 3 The Council releases and discharges the Old Contractor from all claims and demands whatever in respect of the Contract and accepts the liability of the New Contractor under the Contract in lieu of the liability of the Old Contractor and agrees to be bound by the terms of the Contract in every way as if the New Contractor were named in the Contract as a party in place of the Old Contractor.
- 4 This Deed of Novation is personal to the Council, the Old Contractor and the New Contractor and may not be assigned to any person.
5. A person who is not a party to this Deed of Novation has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Deed of Novation.
6. This Deed of Novation is governed by English Law.
7. The courts of England have jurisdiction to settle any dispute arising out of or in connection with this Deed of Novation.
8. This Deed of Novation may be executed in three counterparts that shall together be taken as an original version of the Deed of Novation.
9. Words and phrases defined or otherwise referred to in the Contract shall have the same meaning when used in this Deed of Novation.
10. This Deed of Novation shall take effect from 30 November 2007.

SCHEDULE 1

Contract variation letter dated 23 November 2009 from Nuffield Health to Royal Borough of Kensington and Chelsea.

IN WITNESS whereof the parties have executed this Deed the day and year first before written:

THE COMMON SEAL OF THE MAYOR)
AND BURGESSES OF THE ROYAL)
BOROUGH OF KENSINGTON AND)
CHELSEA was hereunto affixed in the)
presence of:-)

The Common Seal of Nuffield Health
was affixed in the presence of:

GOVERNOR

SECRETARY

Executed as a Deed by Nuffield Health Wellbeing Limited

Acting by:

DIRECTOR

SECRETARY