

DATED 20th August 1996

PASSED FOR FILING

Mr & Mrs A S SHOOKHYE

- and -

HIGHCARE GROUP PLC

AGREEMENT

for the sale and purchase of
Birchwood Grove Nursing Home and
Hazelhurst Residential and Nursing Home



LAYTONS
Carmelite
50 Victoria Embankment
Blackfriars
London
EC4Y 0LS

0517G/JEG

THIS ASSIGNMENT is made the 30th day of September 1996

BETWEEN:

- (1) ALAIN SYLVIO SHOOKHYE and MOONEEZAH BEEBEE SHOOKHYE
both of Courtlands 11 Old Wickham Lane Haywards Heath West Sussex RH16
1UP ("the Vendors"); and
- (2) HIGHCARE GROUP PLC whose registered office is at Ringwood House
Walton Street Aylesbury Buckinghamshire HP21 7QP ("the Purchaser")

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WHEREAS:



By an Agreement dated 20th August 1996 ("the Sale Agreement") the Vendors have agreed with the Purchaser to sell to the Purchaser the Business at present carried on by the Vendors at Hagelhurst Nursing Home at Burchwood Grove Nursing Home.

NOW THIS DEED WITNESSETH as follows:

1. IN this Deed words and expressions defined in the Sale Agreement except where otherwise provided or expressly defined herein shall have the same meaning in this Deed
2. IN consideration of the undertakings given by the Purchaser to the Vendors in the Sale Agreement the Vendors as beneficial owners and with full title guarantee HEREBY ASSIGN unto the Purchaser the Goodwill together with the exclusive right for the Purchaser to hold itself out as the successor to the Vendors of the Business

IN WITNESS whereof the Vendors have executed this document as a Deed the day and year first before written

SIGNED and DELIVERED as
a DEED by ALAIN SYLVIO
SHOOKHYE in the presence of:
HOUSEMAN ROHAN & BENNER
ABERDEEN HOUSE
SOUTH ROAD
HAYWARDS HEATH RH16 4NG
WEST SUSSEX

SIGNED and DELIVERED as
a DEED by MOONEEZAH BEEBEE
SHOOKHYE in the presence of:

as above.

THIS AGREEMENT is made the 20th day of August 1996

BETWEEN:

- (1) ALAIN SYLVIO SHOOKHYE ("Mr Shookhye") and MOONEEZAH BEEBEE SHOOKHYE ("Mrs Shookhye") both of Courtlands 11 Old Wickham Lane Haywards Heath West Sussex RH16 1UP ("the Vendor"); and
- (2) HIGHCARE GROUP PLC whose registered office is at Ringwood House Walton Street Aylesbury Buckinghamshire HP21 7QP ("the Purchaser")

WHEREAS:

The Vendor has for some time been carrying on the Business (as hereinafter defined) and it has been agreed that the Business and the undertaking and assets relating thereto be sold as a going concern to the Purchaser on the terms and conditions herein contained

WHEREBY IT IS AGREED as follows:

1. PRELIMINARY

1.1 Definitions: In this Agreement:

- "the Accounts" - means the financial statements of the Vendor as shown in the Pinders Reports Ref No 140196 and Ref No 140197;
- "the Assets" - means all the assets herein agreed to be sold and purchased;
- "the Book Debts" - means all monies due or owing to the Vendor in relation to the Business at Completion which relate to the period before Completion;
- "the Business" - means the business of ownership and operation of nursing and residential care home(s) carried on by the Vendor from the Premises;
- "the Chattels" - means all those items listed the list of chattels annexed hereto and all other plant, equipment, tools, furniture, ~~motor vehicles~~ and other chattels and physical assets which are either owned by the Vendor and used in the Business or are situate on the Premises at the date hereof



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(2)

other than any item expressly excluded by the terms of this Agreement;

"Completion"

- means the actual completion of the sale and purchase;


"the Completion Date"

- means the fifth working day following the day on which the preconditions set out in clause 2 have been fulfilled;

"the Contracts"

- means:
 - (i) all contracts entered into with or on behalf of the Vendor or of which the Vendor has the benefit, by or on behalf of or in respect of persons who are residents or prospective residents of the Business at Completion relating to such persons' occupation of the Premises including, without limitation, all contracts under which any local authority or any other person or body has agreed to pay or guaranteed the payment of any amounts due by or in respect of any such resident or prospective resident ("Residents Contracts");
 - (ii) all contracts, engagements and orders (other than the Residents' Contracts and any contracts relating to insurance) for the sale or supply to the Vendor of goods or services entered into by the Vendor in the ordinary and exclusive course of the Business as at and up to Completion and then remaining to be performed (in whole or in part) provided that there has been no breach of any of the Warranties in relation thereto ("Supplier Contracts"); and
 - (iii) any other contract to which the Vendor is a party or to the benefit of which it is entitled being a contract which relates to the Business and which the Purchaser at any time expressly elects to adopt;

- "the Employees"
- "the General Assets"
- "the Goodwill"
- "the Premises"
- "the Purchaser's Solicitors"
- "the Records"
- means the persons detailed in the list of employees annexed hereto;
 - means all intangible assets and choses in action of the Vendor not otherwise specifically identified herein and directly relating to the Business and the benefit (insofar as assignable) of all registrations authorisations licences permits and consents held or enjoyed by the Vendor in relation to the Business unless disclaimed by the Purchaser at any time including (without limitation) all the Vendor's claims and rights against manufacturers, suppliers and others in connection with any of the Assets or otherwise relating to or arising from the Business insofar as such Vendor's rights are not expressed herein to be retained by the Vendor;
 - means the goodwill of the Vendor in the Business together with the exclusive right as against the Vendor for the Purchaser in succession to the Vendor to use the names Birchwood Grove Nursing Home and Hazelhurst Residential and Nursing Home and represent itself as carrying on the Business in succession to the Vendor and together with any intellectual know-how and intellectual property rights used by the Vendor in the Business and which are in the ownership of the Vendor;
 - means Birchwood Grove Nursing Home 64/66 Sydney Road Haywards Heath West Sussex RH16 1QA and Hazelhurst Residential and Nursing Home 23 Kings Road Horsham West Sussex RH13 5PP;
 - means Messrs Laytons at Carmelite 50 Victoria Embankment Blackfriars London EC4Y 0LS;
 - means all promotional literature and aids, advertising materials, commercial and other

correspondence, financial records, lists, data and particulars of residents, suppliers, contractors, sub-contractors, occupancy records and enquiries, stock records, personnel records relating to the Employees, ~~vehicle log books,~~  and other records and recorded information in all cases relating to the Business or to the Assets and in existence at Completion;

- "the Stock" - means all the stock of the Business at Completion including (without limitation) all consumables, medical supplies and cleaning materials;
- "the Transfer Regulations" - means The Transfer of Undertakings (Protection of Employment) Regulations 1981;
- "the Vendor's Solicitors" - means Messrs Houseman Rohan & Benner Aberdeen House South Road Haywards Heath West Sussex RH16 4NG;
- "Warranties" - means the warranties representations and undertakings in this Agreement;
- "working day" - means a day not being a Saturday, Sunday or public holiday in London, England

1.2 Clause headings shall be ignored in interpretation

1.3 Clause References: References to clauses, sub-clauses, paragraphs, schedules and annexes are to clauses, sub-clauses, paragraphs, schedules and annexes of or to this Agreement unless otherwise expressly stated; references to the singular shall include the plural and vice-versa and references to one gender shall include all genders unless otherwise expressly stated

1.4 Obligations: All warranties, indemnities, covenants, agreements, undertakings and obligations given or entered into by more than one person herein or pursuant hereto are given or entered into jointly and severally

1.5 Statutory Provisions: References to statutory provisions are to those provisions as amended or re-enacted or as their application is modified by other provisions (whether before or after the date hereof) from time to time and shall include references to any provisions of which they are re-enactments (whether with or without modification)

1.6 Knowledge and Belief: Any statement qualified by the expression "to the best of the knowledge information and belief of the Vendor" or "so far as the Vendor is aware"

or any similar expression shall be deemed to include an additional statement that it has been made after due diligent and careful enquiry by the Vendor

2. CONDITIONS

2. Pre-Completion Conditions: Completion shall be conditional upon there being effected unconditional registration under the Registered Homes Act 1984 of the Purchaser and such person or persons (if any) as it may designate as manager(s) of the homes carried on at the Premises as being entitled to carry on with effect from no later than the Completion Date a nursing home at Birchwood Grove Nursing Home providing accommodation of not less than 24 care beds and a residential and nursing home at Hazelhurst Residential and Nursing Home providing accommodation of not less than 38 care beds without there being attached to the grant or maintenance of such registration any condition or requirement which is more onerous or less advantageous to the Purchaser than those presently applicable to the Vendor in relation to the Business or which would or might require the Purchaser to alter the Premises or to alter the conduct of the Business from the manner in which the Business has been conducted by the Vendor and if these conditions and the conditions in clause 6.4 are not satisfied or waived by the Purchaser on or before the expiration of three months from the date of this Agreement then this Agreement shall lapse and no party shall make any claim against any other in respect thereof save that the Purchaser shall be repaid any deposit paid pursuant to this Agreement

3. SALE AND PURCHASE

3.1 Agreement and Price: The Vendor shall sell with full title guarantee and the Purchaser shall purchase free from any charge lien option encumbrance or other adverse interest whatsoever (all of which the Vendor shall discharge prior to Completion at its sole expense) and as a going concern and with effect from Completion and at the prices specified below:

- (a) the Premises for the sum of £2,018,000
- (b) the Chattels for the sum of £350,000
- (c) the Stock for the sum of £5,998
- (d) the Goodwill and the General Assets for the sum of £1,000.
- (e) the Contracts for the sum of £1
- (f) the Records for the sum of £1

3.2 Excluded Assets: Notwithstanding any other provision of this Agreement the following are expressly excluded from the sale and purchase effected by this Agreement:

- (a) any interest whatsoever in any land or buildings whether freehold or leasehold other than the Premises;
- (b) the Book Debts;

- (c) any cash in hand of the Vendor;
- (d) any items which belong to the residents of the Business;

3.3 Deposit: The Purchaser shall pay a deposit of £50,000 to the Vendor's Solicitors to be held by them as stakeholders. All interest accruing on the deposit from the date hereof up to and including the Completion Date shall accrue for the benefit of the Purchaser. If the condition precedent of this Agreement is not fulfilled or deemed to be fulfilled or if this Agreement is lawfully rescinded the Vendor shall procure that the deposit and all interest accrued thereon shall be paid by the Vendor's Solicitors to the Purchaser within two business days of such failure or rescission. The Vendor shall procure that the Vendor's Solicitors shall invest the deposit on call at interest by no later than midday on the day following the date of this Agreement

3.4 Payment: The aggregate purchase price payable by the Purchaser for all the Assets shall be the sum of TWO MILLION THREE HUNDRED AND SEVENTY FIVE THOUSAND POUNDS (£2,375,000) which shall be discharged on the Completion Date by:

- (i) payment of £2,100,000 (less any deposit paid) by way of telegraphic transfer to the Vendor's Solicitors (or as they shall direct) provided that:
 - (a) if the registration referred to in clause 2 is for less than 62 care beds then the said payment shall be reduced by a sum equal to $Z \times £38,306$ where Z is the number by which the registration falls below 62; and/or
 - (b) if any works required to be carried out to the Premises by the Registration, Licensing, Environmental, Social Services, Fire authorities or any other authorities of competent jurisdiction have not been satisfactorily carried out by the Vendor by Completion then the said payment shall be reduced by an amount equal to the cost of carrying out such works; and
- (ii) the issue by the Purchaser to the Vendor of Two Hundred and Seventy Five Thousand fully paid ordinary shares of 10 pence each in the capital of the Purchaser apportioned as follows:

Mr Shookhye	137,500 Ordinary Shares
Mrs Shookhye	137,500 Ordinary Shares

3.5 Stock Adjustment: Within seven days after Completion the parties shall attend a stocktaking at the Premises where an inventory of the Stock shall be prepared and signed by the parties. Items of Stock which are not capable of being used in the ordinary course of the Business shall be assigned nil value and all other items shall be valued at cost to

the Vendor. The amount paid for Stock pursuant to clause 3.1 of this Agreement shall be adjusted accordingly by the Vendor refunding to the Purchaser the amount of any over payment or the Purchaser paying to the Vendor the amount of any under payment

3.6 Liabilities: Save for any liabilities which the Purchaser undertakes herein to assume the Purchaser does not accept or assume the responsibility to discharge any of the actual, contingent or prospective liabilities of the Vendor and the Vendor shall remain solely responsible for the discharge of such liabilities and the Vendor hereby undertakes to indemnify the Purchaser against any loss; damage, expense, actions or proceedings which may be suffered or incurred by or which may be brought against the Purchaser in respect of all or any of such liabilities and it is agreed that the following Supplier Contracts will not be transferred to the Purchaser:

Vodafone Contract No SH101302;

~~First National Leasing Agreement relating to Canon NP6010, and~~

~~Premier Sales and Service Agreement relating to Canon NP6010.~~

4. THE PRE-COMPLETION PERIOD

4.1 Conduct of the Business: The Vendor shall carry on the Business in the normal and ordinary course from the date hereof up until the Completion Date and during that period the Vendor shall procure and undertakes to the Purchaser that:

- (i) the Business will continue to be carried on in the same manner as it is presently carried on and so as to maintain it as a going concern and will be conducted in a diligent and prudent manner in consultation with the Purchaser;
- (ii) it will not do or omit or permit to be done any act or thing or permit the omission of any act or thing which is intended to or which may impair or have any adverse effect upon the Business or any part of it;
- (iii) it will not enter into any contract or obligation relating to the Business which is unusual in nature or amount without the Purchaser's prior written consent;
- (iv) it will not dismiss any person engaged or employed in the Business as at the date hereof nor engage or employ any person in connection with the Business without the Purchaser's prior written consent, which shall not be unreasonably withheld or delayed;
- (v) it will not (save as may be necessary to give effect to this Agreement) do or allow or omit to be done anything which is or might cause or constitute or result in a breach of any of the Warranties or which would or might make any of the Warranties inaccurate or misleading or which is or might be a breach of or which does or might otherwise give rise to a claim under any other provision of this Agreement;

- (vi) the Assets will be maintained in the same condition in which they are as at the date hereof (fair wear and tear excepted) and save for utilisation of Stock in the ordinary course of Business, none of the Assets will be disposed of or encumbered in any way;
- (vii) normal levels of Stock will be maintained up to and at the Completion Date; and
- (viii) it will not consent to any termination or variation of any of the Contracts (whether entered into before or after the date hereof) without the Purchaser's prior written consent which shall not be unreasonably withheld or delayed;
- (ix) the number of residents of the Business does not fall below 55

4.2 Disclosure: The Vendor shall forthwith disclose to the Purchaser any matter or thing which arises or becomes known to it before Completion which is or might be a breach of or which might reasonably be expected to cause or constitute a breach of or is inconsistent with or may render inaccurate or misleading any of the Warranties or which is a breach of or which may otherwise give rise to a claim under any other provision of this Agreement

4.3 Information: The Vendor shall procure that until Completion the Purchaser and its advisers shall be given promptly on request all such information and access (including access to employees) relating to the Business or anything hereby sold or passing as they or any of them may reasonably require

4.4 Access: The Purchaser shall be entitled to nominate any of its senior executives to attend the Property at all reasonable times and the Vendor shall provide reasonable facilities for such persons at the Premises

4.5 Purchaser's Rights on Material Change: If at or before Completion the Vendor has failed or fails to comply with all of its obligations hereunder or if at any time hereafter at or before Completion the Purchaser becomes aware of any fact or event which is in any way materially inconsistent with any of the Warranties or shows that any Warranty is incorrect or may be misleading to a material extent or that any obligation of the Vendor has not been (or will not be complied with) or if at any time before Completion any event occurs which destroys or damages any of the Assets or materially and adversely affects the profit making capacity of the Business as a going concern then in any such case (and without prejudice to any other remedy available to it) the Purchaser may by written notice to the Vendor elect either to rescind this Agreement or to fix a new date for Completion in which event the terms of this Agreement (including all the remedies available to the Purchaser) shall apply to Completion on such new date as they would have applied to Completion on the date fixed in this Agreement

5. RISK AND TITLE

5.1 Risk: The risk and benefit relating to the Business and to the Assets shall pass to the Purchaser on Completion and the Vendor shall maintain in force all policies of insurance as have hitherto been maintained by the Vendor in relation to the Assets and shall procure that the Purchaser's interest is noted on the said policies of insurance

5.2 Title: Title to the Business and the Assets shall pass to the Purchaser on Completion

6. THE PREMISES

6.1 Title: The title to the Premises shall be deduced in accordance with Section 110 of the Land Registration Act 1925

6.2 Vacant Possession: The Premises are sold subject to the occupancies conferred by the Residents' Contracts but otherwise with vacant possession

6.3 Conditions of Sale: The Premises are sold subject to the Standard Conditions of Sale (3rd Edition) which shall be deemed to be incorporated herein so far as the same are not inconsistent with the conditions herein and are applicable to a sale by private treaty

6.4 Other Conditions:

- (a) On or before Completion the Vendor at their own expense shall procure an increase in the limit of indemnity from £66,000 (SIXTY SIX THOUSAND POUNDS) to £1,425,000 (ONE MILLION FOUR HUNDRED AND TWENTY-FIVE THOUSAND POUNDS) in respect of the Sun Alliance Insurance Group Restrictive Covenant Indemnity policy number 901Y1811761 (the "Policy");
- (b) On or before Completion the Vendor shall provide to the Purchaser a full and complete copy of the Insured's Proposal (as defined in the Policy) for the Policy;
- (c) The Vendor warrants for itself and for:
 - (i) the predecessors in title to the Vendor as the Insured (as defined by the Policy) of the Policy that no communication has been made by or on behalf of the Insured (as defined by the Policy) (the "Insured") to a person believed at the time by the Insured to be entitled to the benefit of and right to enforce the restrictive covenants details of which are set out in the Policy and no application has been made by the Insured to the courts or to the Lands Tribunal in respect of the restrictive covenants details of which are set out in the Policy
 - (ii) the Vendor hereby agrees to fully and effectively indemnify the Purchaser and its successors in title in respect of all actions costs claims damages demands and other liabilities which arise from breach of the warranty by the Vendor referred in clause 6.4(c)(i) hereof
- (d) (i) The Vendor warrants to the Purchaser that Hazellhurst Residential Nursing Home is not subject to any restriction or covenant (including the covenant contained in the Transfer dated 9th December 1994 made

- between Mukesh Raojibhai Patel and Sailesh Mahendra Patel (1) and Alain Sylvio Shookhye (2) which is referred to in the Schedule of Personal Covenants to title number WSX184054 which has prevented or will prevent the use of Hazelhurst Residential Nursing Home for the care accommodation and treatment of elderly mentally infirm patients
- (ii) the Vendor agrees to fully and effectually indemnify the Purchaser in respect of all actions claims costs damages demands expenses and all liabilities arising from breach or alleged breach of the Vendor's warranty set out in clause 6.4(d)(i) above
- (e) On or before Completion the Vendor at their own expense shall procure the issue of a fire certificate in respect of Hazelhurst Residential and Nursing Home

7. COMPLETION

7.1 Date and Venue: Completion shall take place on the Completion Date at Hazelhurst Residential and Nursing Home when the Vendor shall deliver to the Purchaser at the place specified below:

- (a) such of the Assets as are physical assets - at the relevant home;
- (b) such assignments and transfers of the Assets as the Purchaser may require each duly executed by the Vendor - at the offices of the Purchaser's Solicitors, including without limitation:
- (i) a transfer or conveyance to the Purchaser of the Premises;
- (ii) an assignment to the Purchaser of the Goodwill and the name "Birchwood Grove Nursing Home and Hazelhurst Residential and Nursing Home";
- (iii) such assignments or novations to the Purchaser of contracts claims and rights and transfers of licences and registrations as the Purchaser may require;
- (c) the Records, the Contracts and all legal documents of any kind relating to any of the Assets - at the relevant home;
- (d) all consents releases and authorisations from chargees and mortgagees and any other persons necessary to fully effect the transactions herein provided for - at the offices of the Purchaser's Solicitors;
- (e) such evidence as the Purchaser may reasonably require to satisfy it that the Vendor has performed its obligations hereunder then due for performance and that there then exists no breach of any of the Warranties - at the offices of Purchaser's Solicitors

7.2 Retention: If when Completion falls due the Vendor fails to fulfil any of the obligations required of it upon Completion the Purchaser (without prejudice to any other remedy or to its rights in the matter) may elect to proceed to Completion making such

retention from monies then payable by it hereunder as it considers to be proper security for due performance of the unfulfilled obligations of the Vendor and further (without being obliged) may apply any monies so retained in or towards discharge on behalf of the Vendor of any obligations of the Vendor under this Agreement

7.3 Vendor's Records: For the avoidance of doubt no provision of this Agreement shall require the Vendor to hand over any records or other information relating to business interests of the Vendors other than the Business

8. EMPLOYEES

8.1 Transfer: The transfer of the Business shall be subject to the provisions of the Transfer Regulations in respect of the Employees and of no other person and accordingly the Vendor shall use its reasonable endeavours to procure that (save as agreed in writing by the Purchaser) the employment of the Employees in the Business continues until Completion and the employment of the Employees shall transfer to the Purchaser upon Completion.

8.2 Indemnity: The Vendor shall indemnify the Purchaser against any claim, liability or expense to, by or in respect of any of the Employees arising from any conduct of the Vendor prior to Completion whether the same constitutes a breach of any employment contract or actual or constructive dismissal or otherwise howsoever or in respect of any person (other than the Employees) who is or was or claims to have been employed in the Business on or prior to Completion

8.3 Holiday Pay: For the purposes of this clause the holiday entitlement of the Employees shall be deemed to accrue from day to day over the calendar year and the Vendor shall be responsible for and allow to the Purchaser accrued but untaken entitlement of the Employees in respect of the period prior to Completion

9. APPORTIONMENTS AND LIABILITIES

9.1 Responsibility: Until the Completion Date the Vendor shall carry on the Business to the best advantage at its own risk and for its own account and save as expressly herein provided to the contrary the Vendor shall be responsible for and indemnify the Purchaser against all expenses liabilities, outgoings and claims in respect of the Business (including without limitation those relating to the Assets and the Employees) insofar as they relate to the period up to and including Completion (or any act or omission of the Vendor during such period) and the Purchaser shall be entitled to all profits gains receipts and benefits and shall be responsible for and shall indemnify the Vendor against all expenses liabilities outgoings and claims in respect of the Business insofar as the same relate to any period or act or omission after Completion

9.2 Apportionment: Save as otherwise herein expressly provided any outgoings, expenses and liabilities which relate to a period partly before and partly after Completion shall be apportioned in accordance with the respective liabilities of the Vendor and the Purchaser under the preceding sub-clause and such apportionments shall insofar as practicable be computed and dealt with upon Completion and insofar as not so practicable shall be computed as soon as possible after Completion and the amount of any adjustment payments shall be made upon the amount thereof being computed

9.3 Deposits and Advance Payments: There shall be allowed to the Purchaser upon Completion and deducted from the monies then payable by it the amount of any deposits or advance payments received by the Vendor on or prior to Completion in respect of any obligation of the Business assumed by the Purchaser which falls to be performed wholly or in part after Completion

9.4 Liabilities to Suppliers: The Vendor shall prior to Completion pay all monies then owing by it to any person who has supplied to it any of the Assets or any goods or services for use in the Business

9.5 Book Debts: The following shall apply in respect of the Book Debts during the period of six months from Completion:

- (a) the Purchaser shall follow normal commercial procedures with a view to collecting the Book Debts for the account of the Vendor and shall have power and authority to give valid receipts on behalf of the Vendor for any monies received by the Purchaser in respect of the same;
- (b) during the first seven days of every month the Purchaser shall account to the Vendor for all monies received by it in respect of the Book Debts during the preceding month;
- (c) the Purchaser shall not be required to commence legal proceedings in respect of any of the Book Debts;
- (d) the Vendor shall take no action in respect of any of the Book Debts nor contact any of the debtors in respect of the same without giving the Purchaser at least fourteen days prior notice

10. CONTRACTS

10.1 Assignment: The Vendor at the request of the Purchaser on or at any time after Completion shall execute a legal assignment to the Purchaser or as it directs in such form as the Purchaser may reasonably request of any of the Contracts specified by the Purchaser which are assignable PROVIDED THAT nothing in this Agreement shall or shall be deemed to operate as such an assignment as would or might give rise to any termination or forfeiture of any benefit, right or interest of any person in any of the Contracts

10.2 Third Party Consents: Insofar as the benefit or burden of the Contracts cannot effectively be transferred to the Purchaser without the agreement of a third party or a novation:

- (a) the Vendor and the Purchaser shall at the request of the Purchaser use their respective reasonable endeavours to procure such agreement thereto or the assignment or novation thereof; and
- (b) unless and until any such contract shall be assigned or novated the Purchaser shall perform all the obligations of the Vendor thereunder and shall indemnify the Vendor against all costs, proceedings, claims, demands and expenses which may be incurred by the Vendor as a result of any failure or negligence by the Purchaser in the performance of its obligations under this sub-clause

10.3 Novation: If the Purchaser so requires the Vendor shall join with the Purchaser and any third party or third parties in any agreement for novation of any of the Contracts whereby the Purchaser is substituted as contracting party in place of the Vendor

10.4 Trust of Benefit and Burden: The Vendor hereby declares itself a trustee for the Purchaser with effect from Completion in respect of all of the Assets which are subject to any of the agreements referred to in this clause until such time as they shall with any necessary consents from third parties have been finally assigned to the Purchaser or a novation in favour of the Purchaser in respect thereof has been effected;

10.5 Vendor's Indemnity: The Vendor shall indemnify the Purchaser against any cost claim liability or expense which the Purchaser may incur by reason of any failure by the Vendor to perform its obligations (in contract, tort or otherwise) under any of the Contracts

10.6 Performance: The Purchaser shall perform the obligations of the Vendor undertaken in the Contracts which arise for performance after Completion and (in the case of any Contracts which cannot be assigned or novated by reason of the failure of a third party whose consent to the same is required to give such consent) the parties shall so act as to afford to the Purchaser the entire benefit (subject to the outstanding burden) of such Contracts

11. BUSINESS TRANSITION AND COOPERATION

11.1 Transitional Co-operation: During the six months following Completion the Vendor shall render to the Purchaser during normal working hours such co-operation, information and assistance as the Purchaser may from time to time reasonably request in order to ensure a smooth and effective transfer of the Business without interruption, dislocation or detriment to the Business by reason of the transfer.

11.2 Computer-held Data: The Vendor shall during the four weeks following Completion permit and provide all facilities reasonably necessary to enable the Purchaser to copy all data relating to the Business held on any computer used in or for the purposes of the Business and shall give all information and assistance necessary for the Purchaser to obtain copies of all data so held

11.3 Records retained by the Vendor: The Vendor undertakes to keep safely all records and information which relate to the Business but which are retained by it for not less than six years after Completion and will permit the Purchaser and its duly authorised agents and advisers to have access to and take copies of such records and information and will provide reasonable facilities for such access and copying at the expense of the Purchaser

11.4 Records delivered to the Purchaser: The Purchaser shall keep safely all records delivered to it by the Vendor for not less than six years after Completion and will permit the Vendor and its duly authorised agents and advisers to have access to and take copies of such records for the purpose of answering or otherwise dealing with any question or matter relating to accounting matters or taxation or raised by the Inland Revenue or HM Customs & Excise or other public authority in relation to any period up to and including Completion or as the Vendor may request for the purposes of any actual or proposed litigation or for the purpose of dealing with any disputes, obligations or liabilities involving or concerning the Vendor and the Purchaser will provide reasonable facilities for such access and copying at the expense of the Vendor

12. WARRANTIES, INDEMNITIES AND COVENANTS

12.1 Warranties: In consideration of the Purchaser entering into this Agreement upon the terms herein contained the Vendor hereby represents warrants and undertakes to and with the Purchaser that (save only as specifically and properly disclosed in writing) each of the statements contained in the Warranty Schedule and elsewhere in this Agreement is and if repeated as at Completion will then be wholly true accurate and complete

12.2 Nature of Warranties: The warranties set out in each paragraph of the Warranty Schedule and elsewhere in this Agreement shall be entirely separate and independent from each other and shall not be in any way construed or limited by reference to any other paragraph or anything in this Agreement and the Vendor acknowledges that the Purchaser is entering into this Agreement in reliance upon each and every one of the said warranties and may treat the same or any of them as express conditions of this Agreement

12.3 Consequence of Breach: If at any time it shall be found that any matter the subject of any representation warranty undertaking or agreement contained in the Warranty Schedule hereto or in this Agreement is not as represented warranted undertaken or agreed then (without limiting the Purchaser's remedies) the Vendor shall at the Purchaser's request indemnify the Purchaser against any loss liability cost claim or expense whatsoever which the Purchaser has incurred and which it would not have incurred but for the breach in question and without prejudice to the foregoing the prices payable hereunder for individual Assets shall be disregarded and there shall be deemed for this purpose to be a single global price for all the Assets

12.4 Limitations: Notwithstanding any other provision of this Agreement unless the Vendor shall have wilfully, deliberately or negligently failed to disclose to the Purchaser prior to the date hereof the matter which is the subject of the claim under the Warranty Schedule the Vendor shall not be liable unless the Purchaser has given notice of the claim under the Warranty Schedule before the second anniversary of Completion

13. ANCILLARY FINANCIAL PROVISIONS

13. Interest: If any monies payable under this Agreement are not paid upon the due date the person liable to pay the same shall in addition thereto pay interest thereon (as well after as before judgment) from the due date for payment until payment is actually made calculated on the balance for the time being outstanding at that rate which equals three percentage points above the base rate from time to time declared by National Westminster Bank PLC

14. FURTHER ASSURANCE

14.1 Further Actions: The Vendor shall do execute perform and procure to be done executed and performed such further acts deeds documents and things as the Purchaser may reasonably require from time to time effectively to vest the beneficial ownership of all the Assets in the Purchaser or as it directs free from all charges liens options encumbrances or adverse interests of any kind and otherwise to ensure to the Purchaser the full benefit of this Agreement

14.2 Power of Attorney: By way of security for due performance of each and every obligation by it hereunder the Vendor shall upon Completion if required by the Purchaser grant to the Purchaser and persons nominated by the Purchaser a Power of Attorney

15. RESTRICTIVE COVENANTS

15.1 For the purposes of assuring to the Purchaser the full benefit of the Business and the Goodwill and in consideration of the agreement of the Purchaser to buy the Business and the Assets on the terms hereof, the Vendor separately undertakes to and covenants with the Purchaser (for itself and as trustee for all purchasers of the Business or any part thereof) that it or he will not either on his or its own account or jointly with or as employee, agent, officer, consultant, shareholder or otherwise on behalf of any other person, firm or body directly or indirectly:

- (i) for a period of 3 years from the Completion Date carry on or be engaged or interested (save as an investor holding not more than 5% of the issued share capital of any company the shares in which are listed on a recognised stock exchange) in any business which comprises the operation of a nursing or residential care home which is carried on within a 3 mile radius of the Premises except that this restriction shall not apply in respect of Ashton House Nursing Home Bolnare Road Haywards Heath West Sussex and Compton Lea Nursing and Residential Home (currently known as Compton Clew Residential Home) Compton Lane Horsham West Sussex;
- (ii) for a period of 3 years from the Completion Date solicit or entice away or endeavour to solicit or entice away from the Purchaser any of the Employees or employ in any capacity or offer employment in any capacity to or enter into or offer to enter into partnership with any of the Employees;
- (iii) for a period of 3 years from the Completion Date induce or attempt to induce any supplier of the Business to cease to supply or to render services to the Purchaser in relation to the Business or to restrict or terminate the terms of supply or the terms of service;
- (iv) for a period of 3 years from the Completion Date canvass, solicit, interfere or deal with or endeavour to canvass, solicit, interfere or deal with in relation to any business in competition with the Business as carried on at the Completion Date the custom of any person, firm, company, local authority or other body who at any time during the twelve month period immediately prior to the Completion Date shall have been a client of the Vendor in relation to the Business;
- (v) at any time after the Completion Date use or procure the use in connection with any business of any corporate or business name which is identical to or likely to be confused with the name used by the Business or which might suggest a connection with the Business;
- (vi) at any time after the Completion Date do or say anything which is harmful to the reputation of the Business or which may lead any person to cease to do business with the Business on substantially equivalent terms to those presently offered or at all

15.2 The above restrictions are considered reasonable by the parties for the legitimate protection of the Business and the Goodwill but in the event that any such restriction shall be found to be void but would be valid if some part thereof was deleted or the scope, period or area of application were reduced such restriction shall apply with the deletion of such words or such reduction of scope period or area of application as may be required to limit such restrictions to what is required for the legitimate protection of the Business and the Goodwill. Each of the undertakings and covenants set out in this clause is separate from each other such undertaking and covenant

16. CONFIDENTIALITY

16. The Vendor undertakes jointly and severally to the Purchaser that none of them will, and that they shall use all reasonable endeavours to procure that no other person (including without limitation any of the Vendor's employees, agents or contractors) will, at any time after the date hereof directly or indirectly take away, use or disclose or permit to be disclosed to any person any confidential information (whether recorded or not, and if recorded, in whatever form it may be recorded) relating to any part of the Business, to any of the Assets or to the operations, management, marketing, administration or financial affairs of the Business, including without limitation, current or potential client details, financial data, employee details and business plans or forecasts. This undertaking shall not however apply to any such information which is required to be disclosed to comply with any statutory obligation or order of court of competent jurisdiction to the extent so required and shall also not apply to any information which enters the public domain other than by reason of a breach of the provisions of this clause

17. GENERAL

17.1 Successors and Assigns: This Agreement shall be binding upon and enure for the benefit of the respective successors and assigns of the parties hereto

17.2 Non-Merger: The provisions of this Agreement shall remain in full force and effect notwithstanding Completion for so long as may be necessary for the purpose of giving full effect thereto and in particular the warranties and representations given by the Vendor shall continue to have effect after Completion whether or not the Purchaser is then aware of any breach or circumstance which might be or give rise to a breach and Completion shall in no circumstances whatsoever constitute a waiver of any of the Purchaser's rights or remedies

17.3 Non-Waiver: No time or other indulgence granted by either party to the other shall constitute any waiver of or otherwise affect any right or remedy hereunder and all rights and remedies shall be cumulative and not mutually exclusive

17.4 Whole Agreement: This Agreement contains the whole agreement of the parties relating to the subject matter hereof and replaces all previous agreements and understandings in the matter

17.5 Variations: Any variation of this Agreement shall be in writing and shall otherwise not be effective

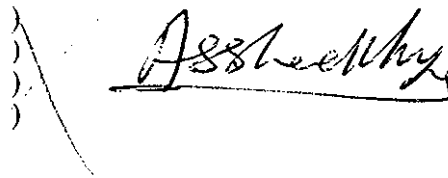
17.6 Notices: Any notice hereunder shall be in writing and shall be effectively given by being sent by recorded delivery service post to the last known address of the Vendor and in the case of the Purchaser to its registered office or by being delivered thereat and any notice sent by post shall be deemed served at noon on the second day following the date of despatch

17.7 Severability: If and to the extent that any provision or any part of any provision of this Agreement is illegal void voidable or unenforceable such provision or part thereof as the case may be shall be deemed to be severable from the remaining provision or parts of the provision as the case may be which shall remain in full force and effect

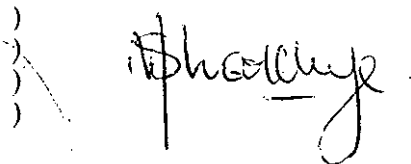
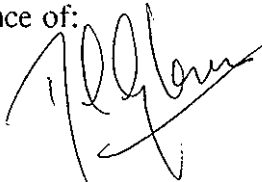
17.8 Forwarding of Communications: If any party shall after Completion receive any correspondence or payments which according to the terms of this Agreement or otherwise should be addressed to or belong to any other party then the receiving party shall as soon as practicable upon the same becoming apparent forward the same to the other party as relevant

EXECUTED and DELIVERED as a DEED by the respective parties hereto the date first before written

SIGNED and DELIVERED as a
DEED by the said ALAIN
SYLVIO SHOOKHYE
in the presence of:



SIGNED and DELIVERED as a
DEED by the said MOONEEZAH
BEEBEE SHOOKHYE
in the presence of:



EXECUTED as a DEED by
HIGHCARE GROUP PLC

)
) Director

.....
Director/Company Secretary

THE WARRANTY SCHEDULE

Warranties by Vendor

1. ACCOUNTS AND RECORDS

1.1 Accounts: The Accounts:

- (a) give a true and fair view of the assets liabilities and state of affairs of the Business and of its profits for the period covered by them;
- (b) are not affected by any extraordinary or non-recurring items;
- (c) agree with the books and records of the Vendor;
- (d) properly reflect the financial position of the Business as at their date and show a true and fair view of the profit (loss) for the period ended on that date and of the assets and liabilities as at that date
- (e) fully disclose all the assets and liabilities (whether present future ascertained contingent or otherwise and whether or not quantified or disputed) of the Business as at their date and make full provision and/or reserve for all such liabilities
- (f) fully disclose all financial commitments and capital expenditure in existence as at their date

1.2 Records: All the accounts, books, ledgers and other financial records of the Vendor which relate to the Business have in all material respects been properly and accurately kept up and completed in accordance with the normal procedures of the Vendor

1.3 Contract Documentation: Without limiting the preceding sub-paragraph, the files of contracts to which the Vendor is a party in relation to the Business which have been provided to the Purchaser contain all the material terms of such contracts and all relevant contract documentation relating to any such contracts is in the possession of the Vendor

2. CONDUCT OF BUSINESS

2.1 Ordinary Course: During the period since the last accounting date of the Accounts the Vendor has carried on the Business in the ordinary proper and usual course, without entering into any transaction not in its ordinary course of trading and without any material interruption or alteration in the nature scope or manner of the Business and so as to maintain the same in all respects as a going concern

2.2 Capital Transactions: Since the last accounting date of the Accounts the Vendor has not entered into or agreed to enter into any capital commitments in relation to the Business exceeding £1,000 in aggregate

2.3 Business Performance: Since the 25th April 1996 (the date of the Pinders Reports) there has been no material deterioration in the financial position of the Business and there has been no reduction in value of the nett assets of the Business nor in the value of any of the assets of the Business as shown in the Accounts and neither the trading nor profitability of the Business shows any material deterioration or downturn by comparison with the period ended on the last accounting date of the Accounts

2.4 Loss of Business: During the twelve months immediately preceding Completion, the Business has not been materially adversely affected by the loss of any business and the Vendor is not aware of any facts which, in the opinion of the Vendor, are likely to give rise to any such affects

2.5 Continuation of Supplies: So far as the Vendor is aware no material source of supply to the Business is in jeopardy

2.6 Licences and Consents: The Vendor holds in relation to the Business all necessary licences, approvals, accreditations, and consents from any person, authority or body for the proper carrying on of the Business and in respect of the same:

- (a) the Vendor has not been notified and is not otherwise aware that it is in breach of any of their terms or conditions;
- (b) so far as the Vendor is aware, there is no reason why any of the same should not be renewed at due time or why they should be terminated;
- (c) details of all the same have been disclosed in writing to the Purchaser;
- (d) the Vendor knows of no reason why the same should not be capable of being transferred to or obtained by the Purchaser in respect of the Business

2.7 Registered Homes Act 1984: The Vendor has complied at all times with the Registered Homes Act 1984 and the requirements of the relevant bodies administering such legislation and the Vendor has disclosed to the Purchaser all notices, correspondence and reports received by it in relation thereto during the period of two years preceding the date of this Agreement

2.8 Warranties and Guarantees: The Vendor has not given in the course of the Business any guarantee, indemnity or warranty save for any implied by law or contained in the standard conditions of business of the Business a copy of which has been disclosed to the Purchaser and save as aforesaid has not accepted any liability to do or not do anything in respect of any services supplied in the ordinary course of the Business

2.9 Statutory Compliance: So far as the Vendor is aware, the Business has been and is now being conducted in compliance with all applicable laws, regulations, standards and requirements of or in the United Kingdom and so far as the Vendor is aware no agreement, practice or arrangement carried on by the Vendor in relation to the Business

is or requires to be registered in any way or contravenes any provisions or is or has been the subject of any enquiry, investigation or proceeding in respect of the same; or infringes any competition, anti-restrictive trade practice, or consumer protection law or legislation and the Vendor has not given in relation to the Business any undertaking in relation thereto;

2.10 Environmental Legislation and Public Law: The Vendor in relation to the Business has complied in all material respects with all applicable environmental laws and public requirements having the force of law and in force at the date hereof and the Vendor has not received written notification of any breach of any environmental law or public requirements

3. TANGIBLE ASSETS

3.1 Inclusion of all Assets: Disregarding changes in stock used in the ordinary course of business, there are no assets of any kind which are now used in the Business or which were included in the Accounts which do not form part of the Assets

3.2 Ownership: Each of the Assets is the absolute property of the Vendor free from any charge, lien, option, licence, lease, hire, hire-purchase, conditional sale, bill of sale, or other encumbrance or adverse proprietary interest whatsoever and none of the Assets is subject to a retention of title provision in favour of its supplier

3.3 Chattels: The Chattels have been properly maintained and repaired and having regard to their age and use are sound and usable in the ordinary course of business

3.4 Stock: The Stock is in all respects capable of being used by the Purchaser in the ordinary course of business and is not obsolescent, damaged or sub-standard and is sufficient for the normal requirements of the Business

3.5 Possession: Each of the Assets which is in tangible form is in the possession of the Vendor and is situate at the Property

4. INTELLECTUAL PROPERTY

4.1 Use: The Vendor does not use in the Business any intellectual property owned by any other person and does not hold or require any licence from any third party to use any intellectual property

4.2 Registrations: There are no patents, registered designs, trade marks or other registrations or applications for the same used exclusively in relation to the Business other than those disclosed in writing to the Purchaser and all such registrations are in the name of the Vendor as sole proprietor and are free from encumbrances and adverse interests and claims

4.3 Business Names: Neither the Business nor any part of the Business is carried on under any name other than "Birchwood Grove Nursing Home" and "Hazelhurst Residential and Nursing Home"

5. THE EMPLOYEES

5.1 Identity: No person other than the Employees is at the date hereof or was for the purposes of the Transfer Regulations employed in the Business at or immediately before the date of this Agreement or the transfer pursuant hereto and no person save the Employees is or has been employed in circumstances in which his/her employment would be transferred to the Purchaser pursuant to the Transfer Regulations

5.2 Particulars of the Employees: All material particulars and terms of employment of the Employees have been disclosed in writing to the Purchaser and there are no other material terms of employment of any of the Employees and no commitment exists to vary any of those terms (whether by increase in remuneration or otherwise howsoever) in respect of any of the Employees

5.3 Trade Union Agreements: The Vendor does not recognise any trade union and has not entered into any collective agreement with any trade union

5.4 Compliance with Employment Obligations: The Vendor has in relation to each Employee complied in all material respects with:

- (a) all obligations imposed on it by all statutes regulations and codes of conduct and practice relevant to the relations between it and any Employee or trade union (including without limitation any obligations under any health and safety legislation);
- (b) any collective agreements for the time being dealing with relations between the Vendor and any Employee or any trade union or the terms and conditions of service of any of the Employees; and
- (c) all relevant orders declarations and awards made under any relevant statute affecting the conditions of service of any of the Employees

5.5 Pensions: Save in relation to the benefits disclosed in writing to the Purchaser, the Vendor is not under any commitment (whether legally binding, established by custom or by way of a non-legally binding representation or proposal) to make payment of any pensions, allowances, lump sums or other like benefits on or following the death, retirement or disability of any of the Employees or any other person or for the benefit of any dependents of such persons nor is it party to any pension, life assurance or retirement benefit scheme, agreement or arrangement of any kind

5.6 Incentives: There are no incentive schemes of any kind in place in respect of any of the Employees

5.7 Termination of Employment: The Vendor has not given nor received any notice to terminate the employment of any of the Employees

6. CONTRACTS

6.1 Nature and Characteristics: The Vendor is not party to any material contract or agreement in respect of the Business or the Assets which:

- (a) is incapable of being performed in accordance with its terms in the ordinary course of trading of the Business and without unusual or uneconomical expenditure of time, money or effort;
- (b) is known to be loss-making;
- (c) was entered into outside the ordinary and proper course of trading of the Business;
- (d) is the subject of any legal proceedings or dispute;
- (e) is illegal, unenforceable (as a matter of law not practice), void in whole or in part or which the Vendor is aware may be the subject of grounds for rescission or repudiation or for any claim in respect of the same;
- (f) requires the Purchaser to pay any commission or finders fee or royalty; or
- (g) comprises a joint venture, partnership or other strategic arrangement in relation to the Business or which in any way restricts the freedom of conduct of the Business

6.2 Adverse Claims: Save as disclosed in writing to the Purchaser the Vendor has not received any claim or notice of intention to claim in respect of any of the Contracts or to terminate, repudiate, rescind or disclaim any such contract and neither the Vendor nor any other contracting party is considered by the Vendor to be in breach of any of the Contracts nor is there any subsisting contractual dispute involving the Vendor in relation to the Business

6.3 Consequences of the Agreement: Save as disclosed in writing to the Purchaser the acquisition of the Business and the Assets by the Purchaser and/or the performance of this Agreement will not so far as the Vendor is aware:

- (a) prejudice any right or privilege presently enjoyed by the Business or cause any person who normally does business with the Business not to continue to do so on the same basis as heretofore;
- (b) relieve any person of any contractual obligation to the Business or the Vendor in respect of the Business or enable any person to terminate any such obligation, right or benefit or to exercise any right whether under an agreement with or otherwise in relation to the Business;
- (c) give rise to or cause to become exercisable any right of pre-emption relating to the Business or any of the Assets;
- (d) result in the breach of or constitute a default under any agreement or instrument or any order, judgment or decree or any court or governmental agency;

6.4 Authorisations to Third Parties: The Vendor has not granted any power of attorney or other agency or similar authority (express, implied or ostensible) to any person to enter into any contract, commitment or obligation on behalf of the Vendor in relation to the Business (other than to its employees in the normal course of their duties)

6.5 Material Agreements: The Vendor is not party to and does not receive benefit under any subsisting contract or arrangement which is of material importance to the Business other than the Contracts

7. LITIGATION, DISPUTES AND CLAIMS

7.1 Proceedings: Neither the Vendor nor any person for whom the Vendor is vicariously liable is involved in any litigation or arbitration proceedings or hearings whether civil or criminal before any commission, court, tribunal, board, investigation, government body or other person in relation to the Business

7.2 Pending Claims: No litigation proceedings or hearings of the kind referred to in the preceding sub-paragraph hereof are pending or threatened by or against the Vendor in relation to the Business and there are no facts or matters known to the Vendor which so far as the Vendor is aware might or could give rise to any such

8. THE PREMISES

8. The Premises comprises all the land of any tenure owned or occupied by the Vendor and used in connection with the Business at the date hereof

9. GENERAL

9. The information contained in this Agreement and otherwise provided to the Purchaser or its representatives has been prepared in good faith and with all proper diligence and is true accurate and complete and Vendor is not aware of any fact or matter which renders the Warranties or any information provided misleading or inaccurate or which might reasonably affect the willingness of the Purchaser to purchase the Business and the Assets on the terms of this Agreement

Chattel Annex

ALL TVs except residents are rented from Granada

PHOTOCOPIERS on rental

LAUNDRY EQUIPMENT - Washing machines x 2 and Tumble dryers x 2 are on hire

LOUNGES - All chairs, display units, tables, etc

DINING ROOMS - All dining room tables and dining room chairs

BEDROOMS - All furniture - except residents'

KITCHENS - All equipment, plates, cutlery

OFFICE - All furniture and equipment except Vendor's personal effects, WP and photocopier at Birchwood Grove

GARDENS - All garden furniture and a shed

FIXTURES AND FITTINGS - All carpets, curtains, blinds, light fittings, pictures

MISCELLANEOUS - All linens, one vacuum cleaner, one carpet shampoo, one manual hoist and two bathroom hoists

BIRCHWOOD GROVE NURSING HOME

STAFF DETAILS

Name	Part/Full time	Hourly rate
* I. Chong	Full	£9.25wd/£9.55we
A. Mannick	Full	£8.05wd/£8.60we
Y. Cassim	Part	£7.35wd/£7.95we
G. Ramburn	Part	£6.50wd/£6.85we
S. Rowland	Part	£6.25wd/£6.50we
* G. Hague	Bank	£6.75wd/£7.10we
I. Holman	Part/nights	£6.45
K. Siu	Part/nights	£6.45
D. Marharaj - will be leaving	Part/nights	£8.75
A. Collins	Part/nights	£5.95
D. Goonasekera	Full	£3.95wd/£4.30we
H. Farrant	Full (incl. night)	£3.85wd/£4.30we & £4.45N
I. Fairhall	Full	£4.00 flat
E. Williamson	Full	£3.75wd/£4.20we
I. McGowan	Full (incl. cooking)	£3.85wd/£4.85we
V. Mitchell	Full	£3.95wd/£4.30we
N. Cocozza	Full (incl. night)	£4.35wd/£4.45N
A. Walker	Part	£3.85wd/£4.30we
I. Day	Part	£3.85wd
D. Taylor	Part	£3.85wd
D. Cassim	Part	£3.85wd
V. Blackbourn	Part	£3.60wd/£3.95we
R. Angel	Part	£2.85 flat
C. Sturt	Part	£2.70 flat
I. Morton	Part	£2.70 flat
M. Rowland	Part/nights	£4.45
K. Maxwell	Full/nights (incl. C/A)	£4.45N/£4.30we & £3.85wd
J. Sutcliffe	Part	£7.00

* Note - Miss Chong will be leaving Oct/Nov
and will be replaced by G. Hague.

HAZELHURST RESIDENTIAL & NURSING HOME

Rate			Rate		
w/d	w/e		w/d	w/e	
10.95		Jenny Khoo RGN/RN Manager 40+	6.95	7.25	Ivy Dann - Qualified F/T 44
7.75	8.10	R Minbooth RN Dep Man 40	6.95	7.25	Beth Philp - Qualified Bank P/T 11
16.00	pa	Nicola Purtil Dep Man 40	7.60		Kanta Fakun - Qualified P/T 11
6.95	7.25	Julia Moss RM/RN 14			Gerry Herry RN 14
6.95	7.25	Lawrence Stewart RN 40	6.95	7.25	Dorothy Walker RNS 21
4.95		Janet Gould - Admin p/t 18	7.00		Paul Stedman - Admin f/t 35
7.00		Jayne Sutcliffe - Act Org p/t 18	4.95		Georgina Keene - Act Org p/t 30
4.65	5.25	Tim Dann - cook f/t 36	4.65	5.25	Loretta Taylor - cook p.t 16
3.95	4.10	Julia Hawkins - c/a f/t 32	3.95	4.10	Gordon Cant - c/a f/t 32
3.95	4.10	Alice Reid - c/a f/t 32	3.95	4.10	Penny Morgan - c/a f/t 32
3.95	4.10	Backy Eaton - c/a f/t 32	3.95	4.10	Terry Newton - c/a f/t 32
3.95	4.10	Obileen Sterry - c/a p/t 30	3.95	4.10	Joy Palmer - c/a f/t 32
3.95	4.10	Carolyn Aiston - c/a f/t 32	3.95	4.10	Maggie Hill - c/a f/t 32
3.95	4.10	Emma Britten - c/a f/t 32	3.95	4.10	Jennifer Skalski - c/a f/t 32
3.95	4.10	Denise Dorian - c/a p/t 21	3.95	4.10	Sandra Hillman - c/a p/t 28
3.95	4.10	Dawn West - c/a p/t 14	3.95	4.10	Sam Moorcroft - c/a p/t 14
3.95	4.10	Dionne Mason - c/a p/t 12	3.95	4.10	Kirstie Deans - c/a p/t 21
3.95	4.10	Pam Maynard - c/a p/t 12	3.95	4.10	Lorraine McGowan - c/a f/t 36
3.95	4.10	Lily Dyson - c/a f/t 40	3.95	4.10	Nina Clark - c/a p/t
3.95	4.10	Ann Parker - c/a p/t 22	3.95	4.10	Margaret Wishart - c/a p/t 22
3.95	4.10	Ann Sturrock - c/a p/t 33	3.95	4.10	Shirley Bennison - c/a p/t 35
3.95	4.10	Sam Wills - c/a p/t 33	3.95	4.10	Angela Bandura - c/a p.t 22
3.75		Christina Phillips - Cleaner f/t 35	3.75		Grace Merritt - cleaner f/t 35
3.75		Julie Tye - Cleaner - p/t 16			
2.75		Dominic Carroll - Washer-up relief 6	2.75		Scott Sterry - Washer-up relief 6
2.75		Nisha Rampersad - Sitter relief 6	2.75		Nicola Brassington - Sitter relief 6
2.75		Pippa Connolly - Sitter relief 6			

* Note - Miss Khoo will be leaving Nov / 91
+ will be replaced by Mr. ~~M. K. H.~~ P. H.