

Counterweight Limited, Contract
Variation, North West London 002 November 2025
Classification: Official-Sensitive: Commercial



NHS Standard Contract

VARIATION AGREEMENT

Counterweight Limited
Type 2 Diabetes Path to Remission
North West London

Atamis Contract Reference: C233585

Atamis Business Case Ref:
BC25745 & BC-27839

Prepared by: NHS Standard Contract Team, NHS England
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(please do not send variation agreements to this email address)

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Contract/Variation Reference: CVO_002_November 2025

Proposed by: **NHS ENGLAND**

THIS VARIATION AGREEMENT is made on the date of the last signatory of this Variation Agreement

BETWEEN:

(1) **NHS England** of Wellington House, 133 – 155 Waterloo Road, London SE1 8UG (“**the Authority**”)

and

(2) **Counterweight Limited** of 85 Great Portland Street, First Floor, London, W1W 7LT (“**the Provider**”)

Each a “**Party**” and together referred to as “**the Parties**”.

Capitalised words and phrases in this Variation Agreement have the meanings given to them in the Contract (defined in Clause 1.1 of this Variation Agreement).

1. The Authority and the Provider entered into a contract entitled “**Type 2 Diabetes Path to Remission**” on 02/02/2024 (“**the Contract**”).
2. The Authority and the Provider have mutually agreed to vary the Contract as detailed below in Clause 5 of this Variation Agreement.
3. These Variations are designed to enable sufficient time for the transition and mobilisation of services under new ‘Healthier You’ contracts in 2026.
4. The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation Agreement.
5. The Contract Term shall be extended from 1st February 2026 to 31st March 2027 and in consideration of their respective obligations under the Contract (as varied by this Variation Agreement) the Parties have agreed the Variations set out below.
 - 5.1. The fourth bullet point in section 3.10 of Schedule 2A (Service Specification) of the Contract is replaced with the wording below:
 - “ensure that no Service User is invited to participate in the Service after 31 March 2027. The period from the Effective Date to this date is the “Intervention Period” for the purposes of Schedule 3A. The Provider agrees that the Commissioner is entitled to bring forward the end date of the Intervention Period by informing the Provider by email of a new expiry date of the Intervention Period. The Provider agrees that:
 - the Commissioner bringing forward the end date of the Intervention Period in this way does not require the Provider’s consent;
 - where the Commissioner brings forward the end date of the Intervention Period in this way, it will inform the Provider of the new date at least 90 days before the amended end date of the Intervention Period.

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5.2. The following wording is added to the end of the second bullet point in section 3.10 of Schedule 2A (Service Specification) of the Contract:

- "Where, after 30 January 2026, the Provider invites Service Users to participate, the Intervention Cap will be increased by 300 from that date, with an indicative value of £250,200 (Exclusive of VAT)."

6. The Variation set out in this Variation Agreement will take effect on the date this Variation Agreement is made.

IN WITNESS OF WHICH the Parties have signed this Variation Agreement on the date(s) shown below:

Signed by [REDACTED] on behalf of the
Counterweight Limited:
[REDACTED]
8B3E38E6FD114D3...
Full Name: [REDACTED]
Job Title/Role: [REDACTED]
Date Signed: 11.12.2025

Signed by [REDACTED] on behalf of the **NHS**
ENGLAND:
[REDACTED]
Full Name: [REDACTED]
Job Title/Role: [REDACTED]
Date Signed: 11/12/2025