

DATED

DEED OF VARIATION OF CONTRACT

between

SURREY COUNTY COUNCIL

and

GUILDFORD BOROUGH COUNCIL

**Legal Services
Surrey County Council
Woodhatch Place
11 Cockshot Hill
Reigate
Surrey
RH2 8EF
(Legal Ref:112374)**

This deed is dated the _____ day of _____ 2023

Parties

- (1) **SURREY COUNTY COUNCIL** of Woodhatch Place, Cockshot Hill, Reigate, RH2 8EF (**the County Council**)
- (2) **GUILDFORD BOROUGH COUNCIL** of Millmead House, Millmead, Guildford GU2 4BB (**the “Borough Council”**)

Collectively known as **“the Parties”**.

BACKGROUND

- (A) The County Council and the Borough Council are party to an agreement for the provision of support to families with children ages 5-18 dated 8th December 2022 which was varied by a deed dated 9th November 2023 (**the Contract**).
- (B) The Term of the Contract was three years with an option to extend for two years in total. The initial Term of the Contract was extended by 12 months until 31st March 2024.
- (C) The Parties wish to further extend the Contract and vary it as set out in this deed with effect from 1st April 2024 (Variation Date).

Agreed terms

1. Terms defined in the Contract

In this deed, expressions defined in the Contract and used in this deed have the meaning set out in the Contract. The rules of interpretation set out in the Contract apply to this deed.

2. Variation

2.1 With effect from the Variation Date the Parties agree the following amendments to the Contract:

2.1.1 The Contract Term shall be further extended by one year, to expire 31 March 2025.

2.1.2 The Borough Council shall develop and share an Exit Plan with the County Council by 1st July 2024.

2.1.3 The Borough Council shall provide an update to the County Council on their contributions to the programme by 1st July 2024.

2.1.4 The Borough Council shall provide TUPE information to the County Council to help for future planning by 1st July 2024.

2.2 Except as set out in **clause Error! Reference source not found.**, the Contract shall continue in full force and effect.

3. Counterparts

3.1 This Deed may be executed in any number of counterparts, each of which when executed and delivered will be an original, and all the counterparts together will constitute one and the same instrument. Transmission of a signed counterpart of this Deed by email in PDF format shall take effect as the delivery of a signed counterpart of this Contract.

4. Governing law

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

5. Jurisdiction

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

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 affixing the)
Common Seal of **SURREY COUNTY COUNCIL**)
in the presence of and attested by:)

.....

Authorised signatory

Executed as a deed by affixing the)
Common Seal of **Guildford Borough Council**)

in the presence of and attested by:)

.....

Authorised signatory