

Appendix A – Draft Deed of Variation

DATED

DEED OF VARIATION OF CONTRACT

between

SHROPSHIRE COUNCIL

and

THE COUNTY OF HEREFORDSHIRE DISTRICT COUNCIL

and

WORCESTERSHIRE COUNTY COUNCIL

and

THE BOROUGH OF TELFORD & WREKIN

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THIS DEED is dated

PARTIES

- (1) SHROPSHIRE COUNCIL of Shirehall, Abbey Foregate, Shrewsbury, Shropshire SY5 6SG
- (2) THE COUNTY OF HEREFORDSHIRE DISTRICT COUNCIL of Shirehall, St Peters Square, Hereford HR1 2HX
- (3) WORCESTERSHIRE COUNTY COUNCIL of County Hall, Spetchley Road, Worcester WR5 2NP
- (4) THE BOROUGH OF TELFORD & WREKIN of Addenbrooke House, Ironmasters Way, Telford, TF3 4NT

(hereinafter referred to as “the Member Authorities or “the Member Authority” as the context determines)

BACKGROUND

- (A) The Member Authorities are party to an agreement in respect of a Joint Committee arrangements for the purposes of arranging for the purchase and supply of energy to the Member Authorities and to other public bodies dated 20th June 2013 as amended by the Deeds of Variation dated 13th February 2015, 24th July 2015 and 3rd January 2017 (**Agreement**).
- (B) The Member Authorities wish to amend the terms of the Agreement as set out in this deed.

AGREED TERMS

1. TERMS DEFINED IN THE AGREEMENT

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

2. VARIATION

With effect from the 1st July 2017 (**the Variation Date**) the Parties agree to make the following amendments to the Agreement:

a)	Clause 4.1 (Objectives) amended:	This clause is amended to by the insertion of the words: “..and utilities..” after the words “supply of energy” in the second line.
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2.1 Except as set out in Clause 2.1, the Agreement shall continue in full force and effect.

3. COUNTERPARTS

3.1 This deed may be executed in one or more counterparts and any party may enter into this deed by executing a counterpart. Any single counterpart or a set of counterparts executed and delivered in either case by all the parties shall constitute one and the same agreement, and a full original of the deed for all purposes.

3.2 No counterpart shall be effective until each party has executed and delivered at least one counterpart.

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 law of England and Wales.

5. JURISDICTION

5.1 Each party irrevocably agrees that the courts of England and Wales 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).

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 **SHROPSHIRE**
COUNCIL in the presence of:

)

.....
Signature

.....
Print name

Executed as a deed by affixing the
COMMON SEAL of **THE COUNTY OF**

**HEREFORDSHIRE DISTRICT
COUNCIL** in the presence of:

)

.....
Signature

.....
Print name

Executed as a deed by affixing the
COMMON SEAL of
**WORCESTERSHIRE COUNTY
COUNCIL** in the presence of:

)

.....
Signature

.....
Print name

Executed as a deed by affixing the
COMMON SEAL of **THE BOROUGH
OF TELFORD & WREKIN** in the
presence of:

.....
Signature

.....
Print name