

- (1) HARBOROUGH DISTRICT COUNCIL**
- (2) HINCKLEY AND BOSWORTH BOROUGH COUNCIL**
- AND**
- (3) NORTH WEST LEICESTERSHIRE DISTRICT COUNCIL**

**DEED OF VARIATION RELATING TO THE
LEICESTERSHIRE PARTNERSHIP –
REVENUES AND BENEFITS**

THIS DEED OF VARIATION is made this 3rd day of November 2014

BETWEEN

- (1) **HARBOROUGH DISTRICT COUNCIL** of The Symington Building, Adam and Eve Street, Market Harborough, Leicestershire LE16 7AG (“**Harborough**”);
- (2) **HINCKLEY AND BOSWORTH BOROUGH COUNCIL** of Hinckley Hub, Rugby Road, Hinckley, Leicestershire LE10 0FR (“**Hinckley & Bosworth**”); and
- (3) **NORTH WEST LEICESTERSHIRE DISTRICT COUNCIL** of Council Offices, Coalville, Leicestershire LE67 3FJ (“**North West**”)

each a “**Party**” and together the “**Parties**”.

WHEREAS

- (A) On 6th April 2011 the Parties entered into an agreement relating to the Leicestershire Partnership – Revenues and Benefits (the “**Agreement**”) and the provision of the Joint Committee Services;
- (B) The Agreement included, inter alia, provisions allowing for the allocation between the Parties of the costs of the obligations set out in the Agreement and the Joint Committee Services;
- (C) The Parties consider that the existing agreed percentages in the Agreement which set out such cost allocation are no longer reflective of the current operation of the Joint Committee Services, and no longer meet the objective that the allocation methodology should reflect the benefit of the Joint Committee Services that each Party obtains relative to the other Parties;
- (D) The Parties consequently wish to make changes to such cost allocations; and
- (E) The Parties wish to enter into this Deed of Variation to set out the terms on which such cost allocations will be amended.

IT IS HEREBY AGREED AS FOLLOWS

1. Unless otherwise provided the words and expressions defined in, and the rules of interpretation of, the Agreement shall have the same meaning in this Deed of Variation.
2. The Parties agree to amend the Agreement as follows (with effect from 1st April 2014 unless otherwise stated):
 - a. In Schedule 3 (Financial Arrangements) paragraph 1.3 shall be deleted and replaced with the following:

“1.3A percentage split shall be applied to the total budget for the shared service in order for it to be apportioned across the participating Councils. Unless otherwise agreed in writing by the Councils, the Budget shall be apportioned in accordance with the Agreed Percentages.”

- b. In Schedule 3 (Financial Arrangements) paragraph 2.2 shall be deleted and replaced with the following:

“2.2 The Agreed Percentages are:

Harborough 28.72%

North West 33.59%

Hinckley & Bosworth 37.69%.”

The above Agreed Percentages shall, for the Municipal Year commencing 1st April 2014, apply to redundancy costs only in relation to employees engaged in the provision of the Joint Committee Services (save for Pay Protection Costs where each Party shall bear its own costs in line with its own policies) and in respect of all other costs the prior Agreed Percentages and any agreed Budget shall remain in force. The application of the new Agreed Percentages to redundancy costs shall apply notwithstanding the provisions of clause 12.3.1 of the Agreement.

With effect from the Municipal Year commencing 1st April 2015, the above Agreed Percentages shall apply to all costs, including redundancy costs in relation to employees engaged in the provision of the Joint Committee Services (but excluding Pay Protection Costs where each Party shall bear its own costs in line with its own policies). The application of the new Agreed Percentages to redundancy costs shall apply notwithstanding the provisions of clause 2.3.1 of the Agreement.

- c. In Schedule 3 (Financial Arrangements) paragraph 2.3 shall be deleted and replaced with the following:

“2.3 A review of the Agreed Percentages shall be completed by 1st April 2015, and every two years thereafter. Any of the Councils may also request a review at any time if (i) there is a material change to any of the items set out in paragraphs 1.2.2 to 1.2.9 of this Schedule, or (ii) if any material change occurs which means that the then current Agreed Percentages no longer reflect the benefit of the Joint Committee Services that each Council obtains relative to the other Councils. The review shall consider whether the percentages for the Agreed Percentages in effect at the time should be amended in order to properly reflect any change in the extent to which different Councils are or will be benefiting from the Project.”

- d. In Appendix B to Schedule 3, the table shall be deleted and replaced with the following:

"Not Used."

3. This Deed of Variation is supplemental to the Agreement and unless expressly amended by this Deed of Variation, the Agreement shall remain in full force and effect.
4. The formation, construction, performance, validity and all aspects of this Deed of Variation are to be governed by English law, and the Parties agree to the exclusive jurisdiction of the courts of England and Wales.

IN WITNESS of the above each of the Parties have executed and delivered this Deed of Variation as a Deed on the above date.

THE COMMON SEAL OF **HINCKLEY AND**)
BOSWORTH BOROUGH COUNCIL)
was hereunto affixed in the presence of: -)

Authorised Officer

THE COMMON SEAL of THE **DISTRICT**)
COUNCIL of HARBOROUGH was hereunto)
affixed in the presence of :

Chairman of the Council

Head of Legal and Democratic Services

M. Phelan
U. [Signature]



THE COMMON SEAL of **NORTH WEST**)
LEICESTERSHIRE DISTRICT COUNCIL)
was hereunto affixed in the presence of :)