

Deed of variation of contract.

DATED

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

between

HARBOROUGH DISTRICT COUNCIL

and

HINCKLEY AND BOSWORTH BOROUGH COUNCIL

and

NORTH WEST LEICESTERSHIRE DISTRICT COUNCIL

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PARTIES

- (1) HARBOROUGH DISTRICT COUNCIL of 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**).
- (3) NORTH WEST LEICESTERSHIRE DISTRICT COUNCIL of Whitwick Road, Coalville, Leicestershire LE67 3FS (**North West**).

BACKGROUND

- (A) Harborough, Hinckley and North West are party to agreements RELATING TO THE LEICESTERSHIRE PARTNERSHIP – REVENUES AND BENEFITS dated 6 April 2011 and the DEED OF VARIATION RELATING TO THE LEICESTERSHIRE PARTNERSHIP – REVENUES AND BENEFITS dated 3 November 2014 (**Agreements**), copies of which are attached at the Schedule to this deed.
- (B) The parties recognise that there are significant gains to be made by continuing to work together in delivering revenues and benefits services in partnership to give advantages and economies of scale and provide a robust flexible service. Consequently, the parties wish to amend the Agreement as set out in this deed with effect from [1 April 2016]**Variation Date**).

AGREED TERMS**1. TERMS DEFINED IN THE AGREEMENT**

In this deed, expressions defined in the Agreements 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

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

a)	Clause 1.1 - Interpretation for “Management Board” is amended:	This clause is amended to read as follows: “Management Board” shall be a Board comprising a Senior Manager (Head of Service and above) from each Council, with the Head of Partnership and support from Finance with the duties specified in paragraph 13 of the Joint Committee Constitution.
b)	Clause 9.3 is added:	This clause is inserted into the agreement: “The Councils may by unanimous agreement resolve that the services provided by the Joint Committee can be offered to other local authorities on terms to be agreed by the Councils”

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c)	Clause 10.11 is amended:	This clause is amended to read as follows: “The depreciation policy for fixed and other assets shall be proposed by the Treasurer (in consultation with the Management Board) and agreed with the Joint Committee”
d)	Clause 10.12 is amended:	This clause is amended to read as follows: “The Management Board will be responsible for identifying security arrangements for all the Assets and items listed in the inventory, in particular assets and items held within offices or within homes of individuals”
e)	Clause 12.3.6 is amended :	This clause is amended to read as follows: “it shall pay all Redundancy Costs for each of their Existing Employees as per the Agreed Percentages”
f)	Schedule 2, Clause 12.1.14 is added:	This clause is inserted into the agreement: “approving the retention of any savings / underspends into a reserve. Those arising from income generation to be put into an earmarked development reserve”
g)	Schedule 2, Clause 13.1 is amended:	This clause is amended to read as follows: “A Management Board comprising a Senior Manager (Head of Service and above) from each Council, with the Head of Partnership and support from Finance meeting quarterly, to”
h)	Schedule 2, Clause 13.1.9 is added:	This clause is inserted into the agreement: “to recommend to the Councils that each recruit to fill vacant posts within the agreed staffing structure and budget;”
i)	Schedule 2, Clause 13.1.10 is added:	This clause is inserted into the agreement: “approve the use of reserves;”
j)	Schedule 2, Clause 13.1.11 is added:	This clause is inserted into the agreement: “monitor the day to day performance of the Joint Committee Services on behalf of Councils.”
k)	Schedule 2, Clause 13.1.12 is added:	This clause is inserted into the agreement: “carry out such research and duties as the Joint Committee may require from time to time.”
l)	Schedule 3, Clause 1.1 is amended:	This clause is amended to read as follows: “ On or before 31 November before the start of each Municipal Year the Management Board shall prepare a draft Budget for the following Municipal Year for the consideration of the Joint Committee and the Councils. The draft budget shall be based on.”
m)	Schedule 3, Clause	This clause is amended to read as follows: “If at any time it

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	1.8 is amended:	appears to the Management Board that the Budget may be insufficient to meet its costs for a Municipal Year the Management Board shall notify the Joint Committee in writing of this. The Operation Board shall explain the reason why the Budget is insufficient, give an estimate of its likely amount and request a variation to the Budget.”
n)	Schedule 3, Clause 4.4 is amended:	This clause is amended to read as follows: “All payments will be made electronically and within 30 days of invoice date.”

2.2 Except as set out in clause 2.1, the Agreements shall continue in full force and effect.

3.

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.

Schedule ORIGINAL AGREEMENTS

DRAFT

EXECUTED AS A DEED BY
AFFIXING **THE COMMON SEAL**
of **HARBOROUGH DISTRICT**
COUNCIL

in the presence of:-

.....
AUTHORISED SIGNATORY

EXECUTED AS A DEED BY
AFFIXING **THE COMMON SEAL**
of **HINCKLEY & BOSWORTH**
BOROUGH COUNCIL

in the presence of:-

.....
AUTHORISED SIGNATORY

EXECUTED AS A DEED BY
AFFIXING **THE COMMON SEAL**
of **NORTH WEST**
LEICESTERSHIRE DISTRICT
COUNCIL

in the presence of:-

.....
AUTHORISED SIGNATORY