

VARIATION AGREEMENT

THIS DEED is made on the 2 May 2024

BETWEEN

1) **Kier Integrated Services Ltd** a company incorporated under the laws of England (company number: - 00873179) and whose registered address is at 2nd Floor, Optimum House, Clippers Quay, Salford, England, M50 3XP ("**Contractor**") and;

(2) **Environment Agency**, of Horizon House, Deanery Road, Bristol, BS1 5AH ("**EA**" and/or "**Client**"));

Together "the Parties"

WHEREAS:

- A. The Parties entered into a NEC4 Engineering and Construction Contract ("ECC") dated 27 February 2023 ("**the Agreement**") relating to the Bridgwater Tidal Barrier - Enabling Works. A copy of the Agreement is annexed to this Deed.
- B. In accordance with core clause 12.3 the Parties wish to vary the terms and conditions of the Agreement by introducing amendments to Contract Data Part 1 as set out in the Schedule to this Deed from 26th. April 2024 ("the Effective Date").
- C. All other terms and conditions of the Agreement shall remain in full force and effect. - App

NOW THIS DEED WITNESSES AS FOLLOWS:

1. Variation

- 1.1 In consideration of the sum of £9,336,591.18 (payment accordant with the Agreement) the Parties agree to vary the Agreement as set out in clause 1.2 and Schedule 1 to this Variation Agreement.
- 1.2 With effect from the Effective Date, the Agreement, shall be varied in accordance with the terms and conditions set out in the Schedule to this Deed and all other terms and conditions will remain as per the Agreement.

2. Warranties

The Parties hereby represent and warrant to and for the benefit of each other

that each of the Parties shall duly perform all of the obligations placed on it under or in connection with the Agreement and this Deed from and subsequent to the Effective Date.

3. Severance

If any part of this Deed is held to be invalid or unenforceable, then such provision shall (so far as it is invalid or unenforceable) be given no effect and shall be deemed not to be included in this Deed but without invalidating any of the remaining provisions of this Deed.

4. Notices

Any notice or other communication given pursuant to or made under or in connection with the matters in this Deed shall be in writing and shall be delivered by courier, sent by post or sent by facsimile to the address or facsimile number of the recipient. Notices sent by e-mail shall not be considered valid of themselves but must be confirmed in hard copy form by courier, by post or facsimile.

5. Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this Deed or the Agreement shall have no right under the Contract (Rights of Third Parties) Act 1999 to enforce any of the terms of this Deed or the Agreement.


6. Governing Law and Jurisdiction

This Deed shall be governed by and interpreted in accordance with English law and all the parties to this Deed submit to the exclusive jurisdiction of the English Courts.

AS WITNESS whereof the parties hereto have entered into this Deed the day and year first written above.


EXECUTED as a Deed by Kier Integrated Services Ltd

acting 
_____ (Director) and


.....
Director

In the presence of:

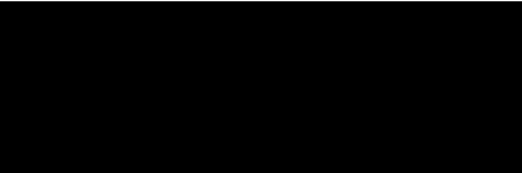
 (Director/Secretary)


.....
Director/Secretary

Executed as a Deed by , Senior Lawyer (Team Leader)

For and on behalf of the Environment Agency

Name.....

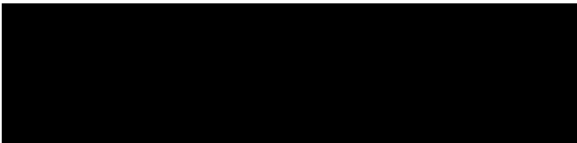


Authorised Signatory

In the presence of:

Name: 

Address: c/o Manley House, Kestrel Way, Exeter EX2 7LQ



Witness Signatory

SCHEDULE 1

Variation of the Agreement Relating to amendments to Contract Data Part 1

1.1 From the Effective Date, the following amendments will be made to Contract Data Part 1.

Contract Data Part 1

1 General

The Scope is in

Delete: BTB Access Track Scope V4.1

Insert: BTB Access Track Scope V4.2 - Appendix 3

Insert:

X5: Sectional Completion

The completion date for each section of the works is

section	description	completion date
2	The manufacture and delivery to site of sheet and tubular steel piles as specified and quantified in the scope – Appendix 3	19 th February 2025

Insert:

X7: Delay Damages

X7 plus X5 Delay damages for each section of the works are

section	description	amount per day
2	The manufacture and delivery to site of sheet and tubular steel piles as specified and quantified in the scope and Section 2 completion date.	£ 0.00

The delay damages for the remainder of the works are £ 492.00

Dated 2 May 2024

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