

VARIATION AGREEMENT

THIS AGREEMENT is made on 30 April 2018

BETWEEN:-

- (1) **THE SECRETARY OF STATE FOR EDUCATION** whose Head Office is at Sanctuary Buildings, Great Smith Street, London, SW1P 3BT (the "Department"); and
- (2) **FOSTERTALK LTD** whose registered office is situated at 11 Sherwood Road, Aston Fields, Bromsgrove, Worcestershire B60 3DR ("Contractor"), Dun and Bradstreet Number 210076460.

RECITALS:-

- (A) The Department and the Contractor entered into a Contract for Services dated 1 May 2016 with the Department's reference number of 1317 ("Original Contract") for the purposes of delivering Fosterline.
- (B) The Department and the Contractor have agreed to vary the terms of the Original Contract as set out in this Agreement.
- (C) The Department's reference number for this Variation Agreement is SCME/CSC RD1000870a

IT IS AGREED as follows:-

1. CONSIDERATION

In consideration of each of the parties entering into this Agreement (such consideration being agreed by the parties to be good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged and agreed), the parties have agreed to vary the Original Contract in accordance with Clause 17.

2. VARIATION OF THE ORIGINAL CONTRACT

- 2.1 The parties agree with effect from the date of this Agreement the Original Contract shall be varied as set out in Annex 1 attached.
- 2.2 Subject to the variations set out in Annex 1, the Original Contract shall continue in full force and effect in all respects.
- 2.3 In addition to the amendments set out in Annex 1, the Original Contract shall be construed and interpreted with such further consequential amendments as are necessary to give effect to the amendments set out in Annex 1 of this Agreement, as if such further amendments were also expressly set out in Annex 1.
- 2.4 Except as provided in Clause 2.3 and Annex 1, the parties agree that no other liabilities, financial or otherwise, shall accrue to the Department because of this Variation Agreement.

3. SEVERABILITY

The provisions of this Agreement are intended by the parties to be severable in the event that any part of it is held to be illegal or unenforceable (in whole or in part) and such part

shall not affect the validity and enforceability of the remaining provisions or the remainder of the affected provision under this Agreement.

4. AUTHORITY AND COSTS

Each party undertakes that it has full power and authority to enter into and shall be responsible for its own costs arising in relation to this Agreement.

5. THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

5.1 Subject to Clause 5.2 below, this Agreement is not intended to create any benefit, claim or rights of any kind whatsoever enforceable by any person who is not a party to this Agreement. Accordingly, the parties confirm that no term of this Agreement is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Agreement.

5.2 It is the intention of the parties that any other department, officer or agency of the Crown, may as required from time to time act as the Department's agent in enforcing the Department's rights under this Agreement.

6. GOVERNING LAW AND JURISDICTION

The parties agree that this Agreement and any dispute arising under or in any way connected with the subject matter of this Agreement (whether of a contractual or tortious nature or otherwise) shall be governed by and construed in accordance with the laws of England, and the parties submit to the jurisdiction of the English Courts.

EXECUTED by the parties on the first date in this Agreement.

**Authorised to sign for and on behalf of
the Secretary of State for Education**

Signature



Date

30/4/18

Name in Capitals

E. CONWAY

Department for Education
Sanctuary Buildings
Great Smith Street
London
SW1P 3BT

**Authorised to sign for and on behalf of
FosterTalk Ltd**

Signature



Date

27-04-2018

Name in Capitals

STEVEN STOCKLEY

FosterTalk
11 Sherwood Road
Aston Fields
Bromsgrove
Worcestershire
B60 3DR

ANNEX 1

VARIATIONS TO ORIGINAL CONTRACT

All references to Clauses in this Annex 1 are to Clauses in the Original Contract.

1. The Original Contract is to be extended from 1 May 2018 until 31 October 2018.
2. Clause 2.3 In Schedule 1 shall be amended to include:
 - From 1 May 2018 until 31 October 2018 the contractor will be expected to provide assurances of quality in the following ways:
 - Advice and information is provided which helps foster carers undertake their fostering role and helps those interested in fostering decide whether and how to pursue an application.
 - An efficient service, which maximises the number of calls picked up first time, minimises waiting time before calls are picked up and ensures any missed calls are routed to voicemail and followed up within a maximum of 24 hours.
 - Continuous improvement of the service throughout the contract.
 - Value for money through efficient and effective use of the budget and resources.
3. Schedule 1 shall be amended to include the below:
 - Annex A: Schedule of Work for period 1 May 2018 to 31 October 2018
 - Annex B: Breakdown of Cost for period 1 May 2018 to 31 October 2018
 - Annex C: Schedule of Payment for period 1 May 2018 to 31 October 2018

Annex B: Breakdown of cost for period 1 May 2018 to 31 October 2018

EXPENDITURE	Monthly	Quarterly	Total (Over 6 months)
SERVICE OVERHEAD COSTS			
Project management	0	0	0
Fosterline Steering Group – 5 staff and 5 carers meeting quarterly	0	0	-
Operational & Management	650	1,950	3,900
Phone System			
Data collection system	200	600	1,200
Helpline call charges	150	450	900
Home broadband for advisors	300	900	1,800
Accommodation costs			
Rent - % of Head Office - cost	400	1,200	2,400
Insurance - % of Head Office cost	150	450	900
Other (e.g. administration, fees)	250	750	1,500
Accounts admin			
Support Services – HR, H&S, IT	150	450	900
100	300	600	
DIRECT SERVICE COSTS			
Delivery Staff	11,010	33,030	66,060
Salaries, Employers NI & Pension – Manager, 4 advisors, administrator	11,010	33,030	66,060
Travel & Expenses Costs	-	0	-
Marketing/Communications	2,245	6,735	13,470
Marketing Staff			
Printing Costs – Leaflets etc.	225	675	1,345
Service Roll-out	0	0	0
eDesign, development & testing	270	810	1,620
Web Design			
Web Development	130	390	780
Web Maintenance	100	300	600
Web Hosting	50	150	300
SEO			
SEM			
SEM Training			
Software and Licensing	120	360	720
Licensing	120	360	720
Service “wind-down” costs (if appropriate, to be cost neutral)	0	0	0
NI			
Other (e.g. training, web)	55	165	330
Training	45	135	270
Computers – Laptops for all staff	0	0	-
Sundry contingency	10	30	60
TOTAL EXPENDITURE	15,000	45,000	90,000
TOTAL VAT	3,000	9,000	18,000
Contract Price (Total expenditure including VAT where applicable)	18,000	54,000	108,000

Annex C: Schedule of Payment for period 1 May 2018 to 31 October 2018

Month	Total (excl. VAT)	Invoice date
May	£15,000	31/05/2018
June	£15,000	30/06/2018
July	£15,000	31/07/2018
August	£15,000	31/08/2018
September	£15,000	30/09/2018
October	£15,000	31/10/2018