

Sanctuary Buildings

Great Smith Street

LONDON

SW1P 3BT

THIS AGREEMENT is made on 30/10/2020

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) **EDB Associates, registered number 05700853 whose registered office is at**
[REDACTED] **United Kingdom "The Contractor"**).

RECITALS:-

- (A) The Department and the Contractor entered into a contract for Children's Services Commissioner for Devon dated 26 May 2020 with the Department's reference of EDB/Devon County Council. Contract order number: RDx371. ("Original Contract").
- (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 01/2020.

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 the reference EDB/Devon County Council. Contract order number: RDx371

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

[Redacted Signature]

[Redacted Signature]

Name in Capitals:
EMILY WHITEHEAD

Address in full:

Sanctuary Buildings,
Great Smith Street,
London, SW1P 3BT

**Authorised to sign for and on behalf of
AfC Contractor**

Signature

[Redacted Signature]

[Redacted Signature]

Name in Capitals:
~~FRANCO BRAZIL~~
IAN DODDS

Address in full:

Address in full:

Gifford House,

[Redacted Address]

**Authorised to sign for and on behalf of
AfC**

Signature

Date:

Name in Capitals:
IAN DODDS

Address in full:

Gifford House,
67c St. Andrew's Road,
Morden, Surrey,
SM4 6LJ

ANNEX 1

VARIATIONS TO ORIGINAL CONTRACT

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

1. The parties have agreed to vary the Original Contract in accordance with EDB/Devon County Council. Contract order number: RDx371 It shall be amended to include the following definitions:
2. The department wishes to extend the original contract from 27 September 2020 to 26 March 2021 at 4 days per month for 6 months. The daily rate is £800 including expenses and excluding VAT.

