

**THIS AGREEMENT** is made on 25 February 2021

**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) **Support Too Limited** (No: **11613173**) whose registered office is situated at [REDACTED]

**RECITALS:-**

- (A) The Department and the Contractor entered into a Contract for Services dated 19 October 2020 with the Department's reference number of DfE/Support Too Limited/North East Lincolnshire /October 2020 con\_6292 ("**Original Contract**") for the purposes of providing intervention and improvement support in North East Lincolnshire Council.
- (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**.

**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 18.

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



CAROLAN GOGGIN

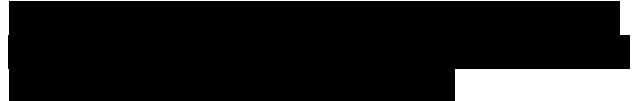
Deputy Director, Piccadilly Gate  
Store Street  
Manchester  
M1 2WD

**Authorised to sign for and on behalf of  
Support Too Limited**

Signature



STUART GRAHAM SMITH



## 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. It shall be amended to include the following definitions:
2. Clause 2: Commencement and Continuation shall be amended in its entirety to read:

The Contractor shall commence the Services on 19 March 2021 and, subject to Clause 10.1 shall complete the Services on or before 16 October 2021.

3. Clause 10.1 (**Termination**) shall be amended in its entirety to read:

This Contract may be terminated by either party giving to the other party at least 30 days notice in writing. The Contract may be terminated early should the Ofsted visit take place in Spring/Summer 2021 and the Department receives assurances that sufficient progress has been made. The Contract may also be terminated if further concerns are raised by Ofsted at the inspection and procurement is required to ensure further long term support arrangements.

4. Schedule 1 , section 1 (Background) shall be amended in its entirety to read:

The adviser's input has brought about significant improvement in the quality of children's services at North East Lincolnshire. Progress has however been slow due to factors outside the advisor's control, in particular the Covid pandemic. The onset of the pandemic meant that the planned inspection of children's services at North East Lincolnshire could not take place and Ofsted have not been able to provide the Department with any formal assessment of progress. The adviser's continuation in the role will provide reassurance until the Ofsted visit has taken place. The adviser's continuation in the role by up to 7 months will also provide stability and continuity while the new Director of Children's Services settles into her role.

5. Schedule 1 , section 4 (Methodology - Schedule of Work, Option to Extend) shall be amended in its entirety to read:

**Option to Extend** The contract may be terminated before 16 October 2021 should the Ofsted visit take place in Spring/Summer 2021 and the Department receives assurances that sufficient progress has been made. The Contract may also be terminated if further concerns are raised by Ofsted at the inspection and procurement is required to ensure further long term support arrangements.

6. Schedule 2 section 1 shall be amended in its entirety to read:

The Department shall pay the Supplier at the fixed daily rate of £600 (excluding VAT) with the number of days payable in total limited to a maximum of 21 days from 19 March 2021 to 16 October 2021 to work with North East Lincolnshire Council as an adviser. If additional days are required they will be negotiated and agreed with the Department prior to the work taking place.