

THIS AGREEMENT is made on

23rd December 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) **NIGEL RICHARDSON**, trading as Nigel Richardson [REDACTED]
[REDACTED] (the "**Contractor**").

RECITALS:-

- (A) The Department and the Contractor entered into a contract for the services of children's services commissioner for Torbay dated 16 March 2020 with the Department's reference number of RDX200 ("**Original Contract**") for the purposes of acting as the Department's Children's Services Commissioner for Torbay to oversee improvement and bring together views on an appropriate future delivery model for children's services.
- (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 V01

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.

Version: 2.0

Last Update: 26/03/20

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**

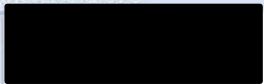
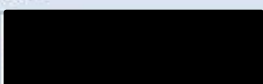
5.1 Subject to Clause 5.2 below, this Agreement is not intended to create any benefit, claim or rights of any kind whatsoever enforceable by any person who is not a party to this Agreement. Accordingly, the parties confirm that no term of this Agreement is enforceable under the Contracts (Rights of Third 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 Nigel Richardson (North Devon) Ltd:		Authorised to sign for and on behalf of the Secretary of State for Education:	
Signature:		Signature:	
Name:	Nigel Richardson	Name:	E Whitehead
Role:	Commissioner	Role:	Deputy Director, (
Date:	Jan 25, 2021	Date:	Mar 15, 2021

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. The Department wishes to extend the original contract by three months from 1 January 2021 to 31 March 2021 at 4 days per month. The daily rate is £800 including expenses and VAT.
3. Clause 2: Commencement and Continuation shall therefore be amended in its entirety to read:

2.1 The Contractor shall commence the Services on 20/11/2019 and, subject to Clause 10.1 shall complete the Services on or before 31 March 2021
4. Schedule 1, section 2.1 (Aims) shall be amended to include the following aims for the Contractor to achieve during the three month period from 1 January to 31 March 2021, in addition to the aims and objectives already listed in the contract:
 - Support the Council in dealing with the handling of the Jack and Jill Nursery trial in January 2020 and the consequences flowing from that (for example, by helping the Council work through the implications of the case and the findings of the local learning review once completed to ensure learning points for Torbay and multi-agency partners)
 - Work with the Council, partners and the Department to support the smooth transition from having a Commissioner to having an Improvement Adviser in Torbay
 - Provide a comprehensive handover to the new Improvement Adviser and Chair of the Improvement Board as part of that transition process
 - Support the Council to implement the recommendations in the Commissioner's December 2020 report and monitor the Council's progress with this