



**BCS Learning & Development Limited**  
and  
**UK Shared Business Services Limited**

---

## **VARIATION AGREEMENT**

---

DATED

(the "**Variation Date**")

## PARTIES

- (1) **BCS Learning & Development Limited** a company incorporated in England and Wales (number 1005485) with a registered office at 3 Newbridge Square, Swindon SN1 1BY ("**BCS**"); and
- (2) **UK Shared Business Services Limited** a company incorporated in England and Wales (number 06330639) whose registered address is at Polaris House, North Star Avenue, Swindon SN2 1FF ("**Client**").

## BACKGROUND

- (A) BCS and the Client are party to a Supply of RoleModelPlus Professional Development Software and Consultancy Services Agreement dated 25<sup>th</sup> June 2021 (the "**Agreement**").
- (B) The parties wish to amend the Agreement as set out in this variation agreement (the "**Variation Agreement**").

## AGREED TERMS

In this Variation Agreement, expressions defined in the Agreement and used in this Variation Agreement have the meaning set out in the Agreement.

### 1. **VARIATION**

- 1.1 With effect from 23<sup>rd</sup> July 2021 (the "**Effective Date**") the parties agree the following amendments to the Agreement:

a)	Schedule 1	In Schedule 1, the following deliverable be inserted in the Breakdown of Consultancy Delivery table:		
		<b>Description of services</b>	<b>Cost</b>	<b>Total</b>
		Role profile creation	2 x half days @ £630 per half day	£1,260
		<b>TOTAL</b>		£1,260 Excl VAT

- 1.2 Except as set out in Clause 1.1, the Agreement shall continue in full force and effect.

### 2. **ENTIRE AGREEMENT**

This Variation Agreement together with the Agreement shall constitute the entire agreement between the parties with respect to the subject matter of the Agreement; and supersedes and extinguishes any prior drafts, agreements, undertakings, understandings, promises or conditions, whether oral or written, express or implied between the parties relating to such subject matter.

3. **GOVERNING LAW AND JURISDICTION**

- 3.1 This Variation Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and interpreted in accordance with the law of England and Wales.
- 3.2 The parties irrevocably agree that the courts of England and Wales have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, this Variation Agreement or its subject matter or formation (including non-contractual disputes or claims).

This Variation Agreement has been entered into on the date stated at the beginning of it.

For and on behalf of **BCS Learning & Development Limited**

Signature:

Job title: Managing Director of BCS Learning & Development Limited

Date:

For and on behalf of **UK Shared Business Services Limited**

Signature:

Signatory's Full Name:

Job title:

Date:

