

ESSEX COUNTY COUNCIL (1)

And

TENDRING DISTRICT COUNCIL (2)

DEED OF VARIATION AGREEMENT
relating to Domestic Abuse Housing Navigator

This Agreement is dated

2024.

PARTIES

- (1) **Essex County Council** of County Hall, Market Road, Chelmsford Essex, CM1 1QH (“**the Council**”) and
- (2) **TENDRING DISTRICT COUNCIL** of 88-90 Pier Avenue, Clacton on Sea, Essex, C015 1TN (“**Recipient**”)

Each a “**Party**” and together the “**Parties**.”

BACKGROUND

- (A) The Council and the Recipient party to the Domestic Abuse Housing Navigator Grant dated 23/08/2023 (the “**Original Contract**”).
- (B) The Council has received funding from the Ministry of Housing, Communities and Local Government and has agreed to allocate some of that funding to pay the Grant to the Recipient to assist it in carrying out the Project. In March 2023 the Council paid the Recipient a Grant of £27,510 for delivery of the Project. Additional funding equalling £29,803 is being allocated for the continuation of this project until 31st March 2025 to align with the new Domestic Abuse service pathway recommissioning work.
- (C) Consequently, the Parties wish to amend the Contract as set out in this Agreement with effect from the date of this Agreement (the “**Variation Date**”).

1. AGREED TERMS

- 1.1 In this Agreement, expressions defined in the original Contract and used in this Agreement have the meaning set out in the original Contract. The rules of interpretation set out in the original Contract apply to this Agreement.
- 1.2 With effect from the Variation Date the Parties agree the following amendments to the Agreement.

a) change definition of Grant to:	the value of the grant for the Grant Period is £29,803;	
b) change definition of Grant Period to:	the period for which the Grant is awarded starting on the Commencement Date and ending on 31 st March 2025, or such other date as agreed between the Parties;	
c) change schedule 2 Payment Schedule to:	Amount of Grant Payable	Date of Payment
	£29,803	Within 30 days of execution of this Deed of Variation

1.3 Except as set out in clause 1.2 (*Agreed Terms*), the original Contract shall continue in full force and effect.

1.4 The Parties agree that this Agreement is supplemental to the original Contract and the original Contract shall be read and construed together with this Agreement.

2. GOVERNING LAW AND JURISDICTION

2.1 This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

2.2 Each Party agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

EXECUTED as a **DEED** by affixing the
common seal of
ESSEX COUNTY COUNCIL in the
presence of:

Attesting Officer

Executed as a Deed by affixing the
common seal of **TENDRING DISTRICT
COUNCIL**

in the presence of:

Authorised Officer.....

Print name.....