

DATED

8th MAY

2024

LEEDS CITY COUNCIL

and

BURMANTOFTS COMMUNITY PROJECTS

VARIATION AGREEMENT

for

MONEY BUDDIES OUTREATCH PROJECT

**C WITHAM
City Solicitor
Leeds City Council
Civic Hall
Calverley Street
Leeds
LS1 1UR**

THIS AGREEMENT is made this 8th day of May 2024

BETWEEN

- (1) **LEEDS CITY COUNCIL** of Civic Hall, Calverley Street, Leeds, LS1 1UR (the “**Council**”); and
- (2) **BURMANTOFTS COMMUNITY PROJECTS** (company registration number: 3061633) and a registered charity (charity number: 1051368) whose registered office is at St Agnes Church Hall, 23 Shakespeare Close, Leeds, LS9 7UQ (the “**Contractor**”).

THE PARTIES HAVE AGREED:

1 VARIATION OF ORIGINAL CONTRACT

- 1.1 Save where defined otherwise herein or where the context otherwise requires, words and phrases defined in the agreement made between the Council and the Contractor on 3 April 2023 relating to the provision of money buddy local community outreach centres (the “**Original Contract**”) shall have the same meaning given to them whenever they are used in this Agreement.
- 1.2 The Original Contract (to which this Agreement is attached) is varied and re-stated by mutual consent in accordance with the document attached to this Agreement at Annex 1 with effect from the dates set out in that Annex. The Parties confirm that the Original Contract (as amended and restated by this Agreement) shall continue in full force and effect as expressly varied by this Agreement. In the event of any conflict between the provisions of this Agreement and the Original Contract, the provisions of this Agreement shall prevail.

2 GENERAL

- 2.1 Each right or remedy of either party under this Agreement is without prejudice to any other right or remedy of the other party whether under this Agreement or not.
- 2.2 If any provision of this Agreement is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Agreement and the remainder of such provision shall continue in full force and effect.
- 2.3 Failure or delay by either party in enforcing or partially enforcing any provision of his Agreement will not be construed as a waiver of any of its rights under this Agreement.

- 2.4 Any waiver by either party of any breach of, or any default under, any provision of this Agreement by the other party will not be deemed a waiver of any subsequent breach or default and will in no way effect the other terms of this Agreement.
- 2.5 A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
- 2.6 This Agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one Agreement. No counterpart shall be effective until each party has provided to the other at least one executed counterpart.
- 2.7 The formation, existence, construction, performance, validity and all aspects of this Agreement shall be governed by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

ANNEX 1
VARIATION SCHEDULE

- 1 With effect from 1 April 2024, the following clauses in the Original Contract shall be varied as follows:
 - a. The definition of “Grant Period” shall be deleted and replaced with “the period for which the Grant is awarded starting on the Commencement Date and ending on 31st March 2025.”
 - b. The first bullet point of Schedule 1 shall be deleted and replaced with “£250,000 from the UK Shared Prosperity Fund (UKSPF) allocated via West Yorkshire Combined Authority (WYCA).”
- 2 All other clauses in the Original Contract are confirmed in all other respects as if the same were here set out in full.

SIGNED for and on behalf of
LEEDS CITY COUNCIL
acting by:

.....
Authorised Signatory **Emma Daniels** Digitally signed by
..... **- Procurement** Emma Daniels -
..... **and** Procurement and
..... **Commercial** Commercial
..... **Solicitor** Solicitor
Name of Signatory **Solicitor** Date: 2024.05.09
14:14:17 +01'00'

.....
Position


SIGNED for and on behalf of
LEEDS CITY COUNCIL
acting by:


.....
Authorised Signatory **Wiktoria Penar** - Digitally signed by
..... **Procurement** Wiktoria Penar -
..... **and** Procurement and
..... **Commercial** Commercial Lawyer
Name of Signatory **Lawyer** Date: 2024.05.10
13:03:19 +01'00'

.....
Position

SIGNED for and on behalf of
BURMANTOFTS COMMUNITY PROJECTS
acting by:


.....
Authorised Signatory


.....
Name of Signatory


.....
Position