

3. **Variations**

From the Effective Date, paragraph 11.2 of the Delegation Agreement (Annex 3) shall be amended as shown in the Annexure to this Deed of Variation.

4. The Council and the Organisation shall perform the Management Agreement and be bound by their terms and to be liable to the other for any claims or demands arising thereunder in every way up to the Effective Date as if this variation had not taken place.

5. This Deed of Variation shall be governed by and construed in accordance with the laws of England.

IN WITNESS of which the parties have executed this Agreement as a Deed the day and year first before written.

Executed as a Deed by)
THE MAYOR AND)
BURGESSES OF THE)
LONDON BOROUGH)
OF HARINGEY)

By affixing hereto its common
Seal by order hereunto
In the presence of:

.....
Niall Bolger
Director of Urban Environment
Duly authorised on behalf of the Council

.....
Councillor Isidoros Diakedes
Duly authorised on behalf of the Council

Executed as a Deed by)
HOMES FOR HARINGEY)
LIMITED)

By affixing hereto its common
Seal in the presence of:

.....
Stephen Clarke
Chief Executive
Duly authorised on behalf of the Organisation

Annexure

Amended Delegation Agreement

The in-house maintenance services will transfer to the Organisation. The Organisation will make internal arrangements for the management and clienting of the service. Future repairs contracts will be the Organisation's contracts and procurement and management of the contracts will be fully delegated to the Organisation. Repairs ordering will be undertaken by the Organisation with some services brought back from the Council's call centre and customer service centres through a service level agreement.

The Organisation undertakes to only utilise funding provided by the Council in carrying out responsive repairs commissioning work to the Council's stock, be it for tenants or leaseholders.
