	Dated this	day of	2007
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The Mayor and Burgesses of the London Borough of Haringey

- and -

**Homes for Haringey Limited** 

**Deed of Variation to the Management Agreement** 

### Between

- (1) The Mayor and Burgesses of the London Borough of Haringey of Civic Centre, High Road, Wood Green, London NE2 8LE (the Council), and
- (2) **Homes For Haringey Limited** whose registered office is situate at River Park House, 6<sup>th</sup> Floor, 225 High Road, Wood Green London N22 8HQ (the **Organisation**).

### Whereas

- 1. On the [ ] day of April 2006, the Council and the Organisation entered into an Agreement for Housing Management and Other Services (the **Management Agreement**), which, inter alia, delegates from the Council to the Organisation certain housing management and other related functions.
- 2. The parties have agreed to vary the provisions in the Management Agreement dated 31<sup>st</sup> March 2006 in accordance with Clause 3 of this Deed of Variation.
- 3. This Deed of Variation is supplemental to the Management Agreement.

Now it is agreed as follows

### 1. **Definitions and Interpretations**

1.1 In this Deed of Variation unless specified otherwise, words and phrases defined in the Management Agreement shall have the same meaning in this Deed of Variation and the following words and expressions have the meanings specified:

**Delegation Agreement** means the Delegation Agreement contained in Annex 3 of the Management Agreement, and

**Effective Date** means the date from which this Deed shall be deemed to have operated being 5 October 2006.

- 1.1.1 References to a Clause, or Annexure are references where the context so admits to a Clause or an Annexure of this Deed of Variation.
- 1.1.2 Except where the context otherwise requires the singular imports the plural and vice versa.
- 1.1.3 Words of one gender include any other gender and words denoting natural persons include corporations, firms, and other unincorporated associations and all other like words shall be construed interchangeably.
- 1.1.4 Words denoting an obligation on a party to do any act manner or thing include an obligation to procure that it be done and words placing a party under a restriction include an obligation not to permit infringement of the restriction.

# 2. Management Agreement to remain in effect

2.1 Save as expressly varied by Clause 3 of this Deed of Variation, the Management Agreement shall remain in full force and effect until termination in accordance with the relevant provisions of the Management Agreement.

### 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.