



dated

The Mayor and Burgesses of the London Borough of Haringey

and

Homes for Haringey Limited

and

[]

Deed of variation in relation to a framework agreement

Deed of variation

dated

Parties

- (1) The Mayor and Burgesses of the London Borough of Haringey of The Civic Centre, High Road, Wood Green, London, N22 4LE (the **Client**)
- (2) Homes for Haringey Limited (Company no. 5749092) whose registered office is at Alexandra House, 9th Floor, 10 Station Road, Wood Green, London N22 7TR (**HfH**)
- (3) [.....] (Company no. [.....]) whose registered office is at [.....] (the **Constructor**).

Introduction

- (A) This deed is supplemental to the Principal Agreement.
- (B) Each in consideration of the others obligation under this Deed, the Parties have agreed that the Principal Agreement should be varied in the manner set out in this Deed.

Agreed terms

1 Definitions and interpretation

The definitions and provisions as to interpretation in the Principal Agreement apply in this deed unless the context requires otherwise.

Principal Agreement means a framework agreement dated [] and made between the Client, HfH and the Constructor.

2 The Principal Agreement

2.1 Variations

The Parties hereby agree that the Principal Agreement is varied as set out in this clause 2.1 and will from the date of this deed take effect and be read and construed accordingly.

- 2.1.1 in paragraphs 1 of Part 1 of Schedule 1 to the Principal Agreement, after the words "tendered rates in the Framework Price Framework" insert:

"(or such other rates as each Constructor Partner may have most recently tendered in connection with any Mini-Competition)"; and

- 2.1.2 paragraph 13 of Part 1 of Schedule 1 to the Principal Agreement is deleted.

2.2 Principal Agreement continues otherwise

The Parties each hereby confirm that the covenants conditions and other matters contained in the Principal Agreement (except as varied by this deed) continue in full force and effect.

2.3 **Settlement**

The Constructor hereby releases and discharges the Client and HfH absolutely from all claims, rights and set-offs arising out of or in relation to this Deed of Variation whether presently known to the Parties or not as at the date of this Deed. The Constructor acknowledges and agrees that neither the Client nor HfH shall have any liability to the Constructor in relation to this Deed.

3 **Memorandum**

The Client and the Constructor will endorse a memorandum of this deed on their respective parts of the Principal Agreement.

4 **Contracts (Rights of Third Parties) Act 1999**

Nothing in this deed confers or purports to confer any rights on any person pursuant to the Contracts (Rights of Third Parties) Act 1999.

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