

Dated

2017

DEED OF VARIATION

BETWEEN:

BRIDGEND COUNTY BOROUGH COUNCIL (1)
THE COUNTY COUNCIL OF THE CITY AND COUNTY OF CARDIFF (2)
THE VALE OF GLAMORGAN BOROUGH COUNCIL (3)

This Deed is dated

PARTIES

- (1) Bridgend County Borough Council (BCBC)
- (2) The County Council of the City and County of Cardiff (CCC)
- (3) Vale of Glamorgan Borough Council (VGBC)

BACKGROUND

(A) The Parties are party to an agreement for a Shared Regulatory Service (Collaboration), a copy of which is attached at the Schedule to this deed.

(B) The Parties have agreed that it is desirable for the better operation of the Shared Regulatory Service to vary the Joint Working Agreement. Consequently the Parties wish to amend the Agreement as set out in this deed with effect from the date of this deed (Variation Date).

AGREED TERMS

1. VARIATION

With effect from the Variation Date the Parties agree the following amendments to the Agreement:

Joint Working Agreement – April 2015	Joint Working Agreement – 2017
Page 4 clause ii delete “Regulatory Shared Service”	Insert – “Shared Regulatory Service”
Page 6 definition of CIWM delete “the Weights and Measures Act 1975 and who holds the qualifications prescribed in Section 75 of the aforesaid 1975 Act”	Insert “the Weights and Measures Act 1985 and who holds the qualifications prescribed in Section 73 of the aforesaid 1985 Act”
Page 10, clause 1.2.4	Add “and any legislation analogous to the legislation listed in Schedule 1 Part 1”
Page 14 delete “a copy thereof shall be forwarded to the Chief Executive of each participant”	Insert – “a copy thereof shall be presented to the Cabinet of each participant”
	Page 14 NEW – Insert clause 5.6 “The Participants will arrange for a report to be made to their respective Cabinets for information purposes apprising the respective Cabinets of the content of the report required under paragraph Clause 5.1”.
Page 19 – Clause 9.3 delete “1975”	Insert “1985”
	Page 21 Amend 11.9.1 to read “save as provided in paragraph 11.9.2 and 11.9.2A without the prior consent of each of the Participants liable to contribute to such expenditure.
	Page 22 NEW Insert 11.9.2.A

	<p>“The Head of the Shared Regulatory Service, in consultation with Lead S151 Officer, may in the case of an unexpected event incur expenditure of up to £100,000 in excess of the Agreed Budget, without the provision of prior consent. Details of the expenditure will be reported back to the Participants’ S151 Officers within five working days of the commitment being known and reported to the next Board and Joint Committee meetings”.</p>
Page 25 Clause 15.2 delete “Regulatory Shared Service”	Insert – “Shared Regulatory Service”
Page 32 Clause 18.4.2 delete “Regulatory Shared Service”	Insert – “Shared Regulatory Service”
Page 32 Clause 18.5 delete “Regulatory Shared Service”	Insert – “Shared Regulatory Service”
Page 33 Clause 18.7.2 delete “Regulatory Shared Service”	Insert – “Shared Regulatory Service”
Page 41 Clause 31.1 delete “Regulatory Shared Service”	Insert – “Shared Regulatory Service”
Schedule 1 Part 1 – delete Part 1	Insert NEW Schedule 1 Part 1
	<p>Page 53 NEW Clause 2(iii) Insert</p> <p>“Exercise any delegations assigned to the Head of Regulatory Services by the Joint Committee”</p>
Page 60 Clause 2(e) delete “Regulatory Shared Service”	Insert – “Shared Regulatory Service”
Page 60 Clause 4.2 delete “Regulatory Shared Service”	Insert – “Shared Regulatory Service”
Page 60 Clause 4.4 delete “Regulatory Shared Service”	Insert – “Shared Regulatory Service”
Schedule 4 – delete all	Insert NEW Schedule 4
	<p>Page 74 insert NEW Clauses 3.1A and 3.1B</p> <p>“Clause 3.1A Notification of any proposed saving requirement to be made by the Service must be provided to the Head of Service and the Lead Financial Officer at least 12 months in advance of the year to which they relate. Indications of the following three year savings requirement should be provided to the Head of Service prior to the start of each financial year”.</p> <p>“Clause 3.1B In the event of financial changes that are outside the control of the Shared Regulatory Service such as, but not restricted to changes in legislation, inflation or pension fund contributions, then the Shared Regulatory Service shall commence consultation with the Participants on funding these changes as soon as possible”.</p>

Page 77 Schedule 5 Clause 4.5 delete "Regulatory Shared Service"	Insert – "Shared Regulatory Service"
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2.2 Except as set out in Clause 2.1 the Agreement shall continue in full force and effect

3. CONFORMED COPY

The Parties acknowledge that the Agreement as amended by this deed shall be read and construed as the same appears as a conformed copy attached at the Schedule to this deed.

4. GOVERNING LAW

This deed 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.

5. JURISDICTION

Each party irrevocably 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 deed 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.

THE SCHEDULE
CONFORMED AGREEMENT

The Common Seal of
BRIDGEND COUNTY BOROUGH
COUNCIL was hereunto affixed
in the presence of:

.....
Head of Legal Services/Operational Manager

The Common Seal of
THE COUNTY COUNCIL OF THE
CITY AND COUNTY OF CARDIFF:

.....
Authorised Signatory

The Common Seal of
THE VALE OF GLAMORGAN
BOROUGH COUNCIL was
hereunto affixed in the
Presence of:

.....
Head of Legal Services/Operational Manager