

DATED 19 OCTOBER 2023

THE DISTRICT COUNCIL OF FOLKESTONE AND HYTHE

and

SKW CONSTRUCTION LTD

**AGREEMENT TO VARY THE AGREEMENT FOR THE CONSTRUCTION OF
PUBLIC CONVENIENCE AND KIOSK AT THE LOWER COASTAL PARK**

#Legal Services
Folkestone & Hythe District Council
Civic Centre
Castle Hill Avenue
Folkestone, Kent CT20 2QY

THIS DEED OF VARIATION is made the 19 day of ^{OCTOBER} 2023

Between

THE DISTRICT COUNCIL OF FOLKESTONE AND HYTHE of Civic Centre, Castle Hill Avenue, Folkestone, Kent CT20 2QY ("the **Council**") and

SKW CONSTRUCTION LTD (company registration no. 12362268) whose registered office is at 49 Filey Road Gristhorpe Filey YO14 9PH ("the **Contractor**")

(hereinafter collectively "the **Parties**")

WHEREAS

1. The Council entered into an agreement with the Contractor for the Construction of Public Convenience and Kiosk at The Lower Coastal Park on 22nd December 2022 ("the **Agreement**") with a Term (as defined in the Agreement) expiring six months from the works commencement date.
2. The Council wishes to vary the terms of the Agreement.

IN CONSIDERATION OF THE VARIOUS UNDERTAKINGS, WARRANTIES AND PAYMENTS MADE BY THE PARTIES, it is agreed between the Parties as follows:

1. The Parties agree that the variation to the Agreement shall be as follows:-
 - I. Installation of a single-phase secondary electric meter next to main distribution board located in plant room to serve kiosk area only. Install new 4 way distribution board for the kiosk to be able to accurately separate the cost of utilities to any prospective tenant as part of service charge. Cost: £824.02
 - II. 4 days labour, plant and materials to excavate and backfill trench for electrical cable installation to new kiosk. Discovered that existing street lighting provision was not laid within ducts as initially expected following site visits, the ducting ends 1.5m either side of existing inspection chambers. The only remedy is to excavate a trench from new UKPN supply to the building. Cost: £4,200.00
2. The Parties accept that other than as provided for in this Deed to vary the Agreement, the terms and conditions of the Agreement shall remain in full force and effect throughout the contract Term.
3. This Deed to vary the Agreement shall be without prejudice to any additional rights of the Council to vary the term further in accordance with the Agreement.

IN WITNESS WHEREOF the Parties hereto have duly executed this Deed of Variation the day and year first above written

THE COMMON SEAL of THE DISTRICT)
COUNCIL OF FOLKESTONE AND HYTHE)
was hereunto affixed in the presence of: -)

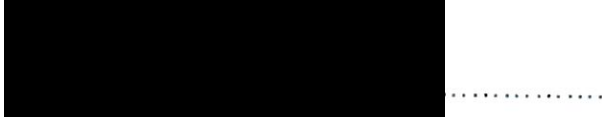


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Authorised Signatory



EXECUTED as a DEED by
acting by a Director for and on behalf of
SKW CONSTRUCTION LTD
in the presence of:



Signature of Director



Witness signature:

