

DATED 8<sup>th</sup> December

2023

**THE DISTRICT COUNCIL OF FOLKESTONE AND HYTHE**

and

**BELL GROUP LIMITED**

**AGREEMENT TO EXTEND AND VARY  
THE AGREEMENT FOR THE  
PROVISION OF EXTERNAL PLANNED WORKS**

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

THIS DEED OF VARIATION is made the 8<sup>th</sup> day of December 2023

Between

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

**BELL GROUP LIMITED** (company registered number SC114142), whose registered office is at Bell Business Park, Rochsolloch Road, Airdrie, ML6 9BG ("the **Provider**")

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

#### **WHEREAS**

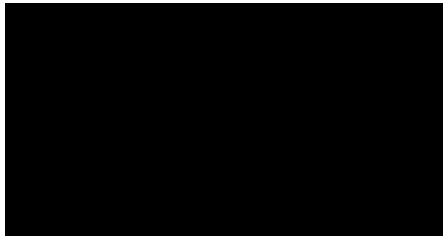
1. The Council entered into an agreement with the Provider for the provision of external planned works on 6 September 2021 ("the **Contract**") with a Contract Period (as defined in the Contract) commencing on **23 August 2021** and expiring on **22 August 2023**, with the option for the Council to extend the Contract Period for an additional period of up to **12 months** in accordance with Contract Particular 3 of the Contract.
2. The Council wishes to extend the Contract Period until **31 March 2024** and vary the terms of the Contract.

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

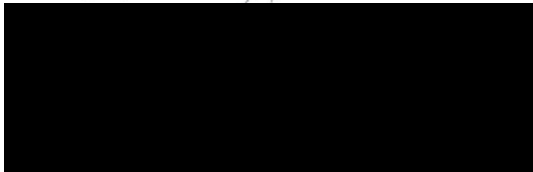
1. The Parties agree that the Contract Period shall be extended from **23 August 2023** and expiring on **31 March 2024** ("the **Extended Period**").
2. Contract Particular 7 shall be deleted and replaced with the following:  
  
"£1,309,408 (one million three hundred and nine thousand four hundred and eight pounds)"
3. The Parties accept that other than as provided for in this Agreement to extend and vary the Contract, the terms and conditions of the Contract shall remain in force in identical terms throughout the Extended Period.
4. This Deed to extend and vary the Contract shall be without prejudice to any additional rights of the Council to vary the Contract further in accordance with the Contract.

**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: - )



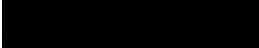
**EXECUTED as a DEED by BELL GROUP LIMITED**  
acting by a Director in the presence of:



Signature of Director



Witness signature:

Name: 

Address: