

DATED

2023

THE DISTRICT COUNCIL OF FOLKESTONE AND HYTHE

and

GREEN GNOMES LTD

**AGREEMENT TO EXTEND AND VARY
THE AGREEMENT FOR THE**

PROVISION OF

PAS2035 RETRO-FIT COORDINATOR SERVICES

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

THIS EXTENSION is made the

day of

2023

Between

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

GREEN GNOMES LTD registered number 13640409, whose registered office is at 1-4 Buxhall Business Park, Buxhall, Stowmarket, Suffolk, England, IP14 3BW ("the **Provider**")

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

WHEREAS

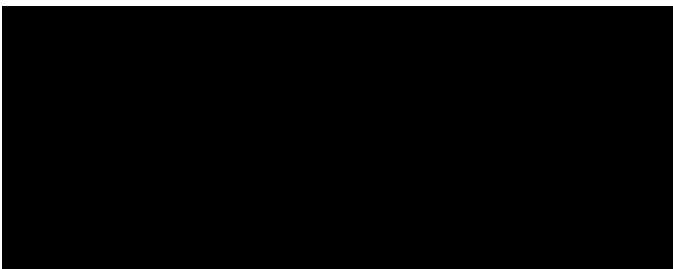
1. The Council entered into an agreement with the Provider for the provision of Pas2035 Retro-Fit Coordinator Services on the 1st of November 2022 ("the **Agreement**") with a Term (as defined in the Agreement) commencing on 1st of November 2022 and expiring on 30th of June 2023.
2. The Council wishes to extend the Term until 31st of October 2023 and 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 Term shall be extended from 1st of July 2023 and expiring on 31st of October 2023 ("the **Extended Term**").
2. The additional works to be provided and cost are as follows;
 - a. Initial measure selection for x35 homes - £1,225+vat
 - b. RC Consultancy service to review, amend and remodel x35 homes in accordance with the RdSAP - £2,275+vat
 - c. RC complete service to include initial measure selection, RC consultancy service to review, amend and remodel, PAS compliance check and lodgement fees for the additional 18x homes - £4,950+vat
 - d. RC consultancy service to review, amend and remodel x32 homes in accordance with the RdSAP - £2,080+vat
3. The Parties accept that other than as provided for in this Agreement to extend and vary the Agreement, the terms and conditions of the Agreement shall remain in force in identical terms throughout the Extended Term.
4. This Agreement to extend and vary the contract shall be without prejudice to any additional rights of the Council to vary the terms further in accordance with the Agreement.

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

For and on behalf of
**THE DISTRICT COUNCIL OF
FOLKESTONE AND HYTHE**



For and on behalf of
Green Gnomes Limited

