

DATED 1st February

2024
R.H

THE DISTRICT COUNCIL OF FOLKESTONE AND HYTHE

and

LEGRAND ELECTRIC LIMITED

**AGREEMENT TO VARY
THE CALL-OFF CONTRACT FOR
EQUIPMENT AND ASSOCIATED SERVICES – LOT 1A**

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

THIS DEED OF VARIATION is made the 1st day of February 2023⁴
R.H

Between

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

LEGRAND ELECTRIC LIMITED (company registered number 00115834), whose registered office is at Great King Street North, Birmingham, B19 2LF ("the **Supplier**")

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

WHEREAS

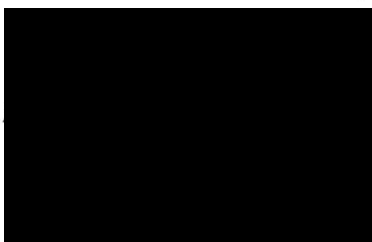
1. The Customer entered into an agreement with the Supplier for the provision of a Primary and Secondary SaaS Platform for telecare services on 12 July 2022 ("the **Contract**") for a term commencing on 1 August 2022 and expiring on 31 July 2026, with the option for the Customer to extend the contract period for an additional period of up to 3 years.
2. The Customer wishes to amend the terms of the Agreement as per the Supplier's proposal ref. GGSC/6529 dated 6 April 2023 which appears at Appendix 1 (the "Proposal") with effect from 1 August 2023.

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 Schedule 2 Specification is amended by the addition of the services detailed in the Proposal.
2. The Parties agree that Schedule 3 Payment is amended by the addition of the prices detailed in the Proposal.
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 Deed to vary the Contract shall be without prejudice to any additional rights of the Customer to vary the Contract further in accordance with the Contract.

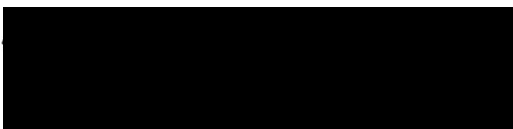
IN WITNESS WHEREOF the Parties hereto have duly executed this Deed of Extension the day and year first above written

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



9997

EXECUTED as a DEED by LEGRAND ELECTRIC LIMITED
acting by a Director in the presence of:

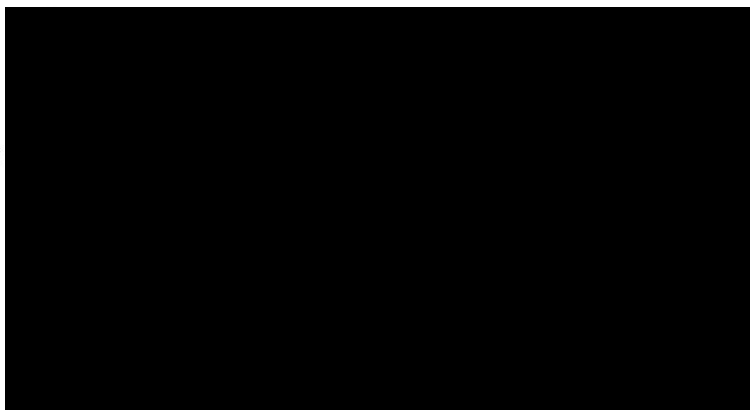


Signature of Director



Witness signature:

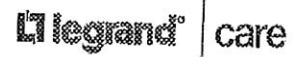
Name:



Address:

APPENDIX 1
the "Proposal"

We Are Stronger Together



Control Centre & Resilience Lead
Folkstone & Hythe District Council
Civic Centre
Castle Hill Avenue
Folkstone
Kent
CT20 2QY

6th April 2023

For the attention of [REDACTED]

Quote Ref: GGSC/6529

Dear Dee

Further to your enquiry, I have pleasure in offering you the following quotation for your consideration.

I hope this meets with your approval and look forward to hearing from you in due course.

If you have any further questions, please do not hesitate to contact me.

Kind Regards,

[REDACTED]
Business Development Manager
[REDACTED]

Proposal

To set up 20 individual 2FA SSL VPN accounts on Tower Hamlets SaaS platform

Main Site

20 off 2FA SSL VPN Accounts @ [REDACTED] each per month [REDACTED]
(Note:- this will be an annual charge to be added to Folkstone & Hythe's SaaS maintenance agreement to be added as a contract variation)

TOTAL [REDACTED]

PLEASE NOTE

Due to Legrand Care's policy of continuous development, we reserve the right to submit another product of equal or similar specification. Please see customer guide for scope of supply. Any additional work required will be charged for separately.

This quotation is valid for a period of 30 days and if is accepted is made strictly subject to our standard terms and conditions and software support agreement as amended from time to time.

Payment Profile

Orders over £10,000 will be subject to the following payment profile:

- Delivery 40%
- Installation 40%
- Go-live 20%

E&OE

All prices exclude VAT