

DATED

DEED OF VARIATION OF INTER AUTHORITY AGREEMENT

FOR DOMESTIC ABUSE SERVICES PROJECT

between

(1) Cheltenham Borough Council

(2) Cotswold District Council

(3) Forest of Dean District Council

(4) The Council of the City of Gloucester

(5) The Council for the Borough of Tewkesbury

(6) Stroud District Council

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This deed is dated

Parties

- (1) **CHELTENHAM BOROUGH COUNCIL** of Municipal Offices Promenade Cheltenham Gloucestershire GL50 9SA ('Cheltenham');
- (2) **COTSWOLD DISTRICT COUNCIL** of Trinity Road, Cirencester, Gloucestershire, GL7 1PX ('Cotswold');
- (3) **FOREST OF DEAN DISTRICT COUNCIL** of High Street Coleford Gloucestershire GL16 8HG ('Forest of Dean');
- (4) **THE COUNCIL OF THE CITY OF GLOUCESTER** of Herbert Warehouse, The Docks, Gloucester GL1 2EQ ('Gloucester');
- (5) **THE COUNCIL FOR THE BOROUGH OF TEWKESBURY** of Gloucester Road, Tewkesbury, Gloucestershire GL20 5TT ('Tewkesbury');
- (6) **STROUD DISTRICT COUNCIL** of Ebley Mill, Stroud GL5 4UB ("Stroud")

BACKGROUND

- (A) The Participating Councils entered into the Inter-Authority Agreement for the domestic abuse services project on 10th August 2016 (**Agreement**), a copy of which is attached at the **Schedule 1** to this deed.
- (B) The Agreement designated Forest of Dean as the Lead Council to act for the Participating Councils to engage a partner to provide accommodation based specialist domestic abuse services. Forest of Dean has informed the Other Councils that it is no longer able to act as Lead Council and the Participating Councils have agreed that Tewkesbury is to act as Lead Council.
- (C) Consequently, the parties wish to amend the Agreement as set out in this deed with effect from DATE (**Variation Date**).

Agreed terms

1. Terms defined in the Agreement

In this deed, expressions defined in the Agreement and used in this deed have the meaning set out in the Agreement. The rules of interpretation set out in the Agreement apply to this deed.

2. Variation

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

a)	Clause 1.1 Definition of Lead Council amended:	The words "Forest of Dean" shall be amended to read "Tewkesbury"
b)	Clause 2.2 amended:	This wording "until 31 st March 2016" shall be deleted and "Clause 9" shall be deleted and replaced with "Clause 8"
c)	Clause 2.3.4 added	This clause is inserted into the agreement "The role of Lead Council may be carried out by any of the Other Councils with the prior written approval of all the Participating Councils"
d)	Clause 8.1.1	Shall be deleted

2.1 Except as set out in clause **Error! Reference source not found.**, the Agreement shall continue in full force and effect.

3. 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.

Schedule 1 Original Agreement

