

DATED

2023

**DEED OF VARIATION OF AGREEMENT DATED 16 JULY 2014 TO CONSTITUTE A JOINT
COMMITTEE TO DELIVER EDUCATIONAL IMPROVEMENTS IN SCHOOLS IN CENTRAL AND SOUTH-WEST
WALES**

between

- (1) CARMARTHENSHIRE COUNTY COUNCIL**
AND
(2) THE COUNCIL OF THE CITY AND COUNTY OF SWANSEA
AND
(3) PEMBROKESHIRE COUNTY COUNCIL
AND
(4) POWYS COUNTY COUNCIL

This deed is dated 2023

Parties

(1) **CARMARTHENSHIRE COUNTY COUNCIL** of County Hall, Castle Hill, Carmarthen, SA31 1JP ("Carmarthenshire")

(2) **THE COUNCIL OF THE CITY AND COUNTY OF SWANSEA** of Civic Centre, Oystermouth Road, Swansea SA 1 3SN ("Swansea")

(3) **PEMBROKESHIRE COUNTY COUNCIL** of County Hall, Haverfordwest, Pembrokeshire, SA61 1TP ("Pembrokeshire")

(4) **POWYS COUNTY COUNCIL** of County Hall, Llandrindod Wells, Powys LD1 5LG ("Powys")

together referred to as the Parties or individually, the Party, howsoever the context requires.

Background

- (A) The Parties together with NEATH PORT TALBOT COUNTY BOROUGH COUNCIL of Civic Centre, Port Talbot SA13 1PJ ("Neath Port Talbot") and CYNGOR SIR CEREDIGION COUNTY COUNCIL of Neuadd Cyngor Ceredigion, Penmorfa, Aberaeron, Ceredigion, SA46 0PA ("Ceredigion") are the original parties to an agreement to constitute a Joint Committee to deliver educational improvements in schools in central and south-west Wales dated 16 July 2014 (the "Agreement"), a copy of which is attached as Schedule **Error! Reference source not found.** to this deed.
- (B) Both Neath Port Talbot and Ceredigion, in accordance with clause 15.1 of the Agreement, have given notice in writing to the Parties to withdraw from the Agreement. The notice served by Neath Port Talbot took effect on 31 March 2020 and the notice served by Ceredigion took effect on 31 March 2021.
- (C) The Joint Committee approved the continued provision of services from the Consortium to Neath Port Talbot and Ceredigion following their withdrawal from the Agreement.
- (D) Carmarthenshire and Swansea councils which had previously issued notices to withdraw from the Agreement, subsequently decided to withdraw those notices and to continue with the current arrangements, working together with Powys and Pembrokeshire until 31st August 2021 (or such later date agreed by the Parties) to allow the Parties further time to consider options and models for future delivery.

- (E) Carmarthenshire, Pembrokeshire and Swansea have now formed a new regional partnership known as Partneriaeth to facilitate the delivery of educational improvements in their administrative areas effective as of 20 April 2022.
- (F) Consequently, the Parties wish to amend the Agreement as set out in this deed with effect from the 1 April 2020 (**Variation Date**).

Agreed terms

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.

1. Variation

1.1 With effect from the Variation Date the Parties agree the following amendments to the Agreement so that the Agreement is read to include the following wording:

1.1.1 The Parties agree that the Consortium is authorised to provide services to Neath Port Talbot and Ceredigion for such a period as is agreed by the Parties.

1.1.2 Following the establishment of Partneriaeth the Consortium will restrict its activities to those necessary to facilitate the cessation of the Consortium business and ensure compliance with all regulatory requirements. This will include establishing all liabilities attaching to the dissolution of the Consortium and the termination of the Agreement.

1.1.3 The Parties wish to record that as Neath Port Talbot and Ceredigion have withdrawn from the Agreement, reference to Authority or Authorities and Consortium within the Agreement shall not include a reference to Neath Port Talbot and Ceredigion save that Neath Port Talbot and Ceredigion shall remain liable for the obligations, costs and indemnities referred to in the Agreement and arising as a result of their respective withdrawals from the Agreement.

1.1.4 The Parties agree the following variations to clause 15 of the Agreement:-

Delete clause 15.1 and insert "Any Authority may withdraw from this Agreement at any time by giving at least 1 weeks' notice in writing to each of the other Authorities."

Insert new clause

15.6.1 In the event that all Authorities withdraw from the Agreement on the same date, the Authorities agree that the Joint Committee and the Executive Board shall cease to operate as at the date of withdrawal and the Agreement will terminate as at the date of withdrawal except that the following clauses shall survive termination – clauses 10.2, 11, 13.3, 14, 15, 16 and 19.

1.2 Except as set out herein, the Agreement shall continue in full force and effect.

2. 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.

3. Jurisdiction

3.1 Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this deed or its subject matter or formation.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Executed as a Deed by affixing)
the COMMON SEAL of)
CARMARTHENSHIRE COUNTY COUNCIL)

In the presence of

Executed as a Deed by affixing)
the COMMON SEAL of)
PEMBROKESHIRE COUNTY COUNCIL)

In the presence of

Executed as a Deed by affixing)
the COMMON SEAL of)
POWYS COUNTY COUNCIL)

In the presence of

Executed as a Deed by affixing)
the COMMON SEAL of)
THE COUNCIL OF THE CITY)
AND COUNTY OF SWANSEA)

In the presence of