



**dated**

**2024**

**West Kent Housing Association**

and

**Sevenoaks District Council**

**Deed of variation of a Transfer Contract dated 17 March 1989**

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# Deed of variation

dated **2024**

## Parties

- (1) **Sevenoaks District Council** whose principal office is at Council Offices, Argyle Road, Sevenoaks, Kent TN13 1HG (the **Council**); and
- (2) **West Kent Housing Association** (previously known as West Kent Housing Association Limited) (registration number 26278R) whose registered office is at 101 London Road, Sevenoaks, Kent TN13 1AX (the **Association**).

## Introduction

- (A) The Council and the Association entered into the Transfer Contract.
- (B) Clause 20 of the Transfer Contract provides that the Transfer Contract may be varied or modified in writing by agreement under seals of the Parties.
- (C) The Parties have agreed that the Transfer Contract will be varied by this Deed.

## Agreed terms

### 1 Definitions and interpretations

- 1.1 In this Deed the following terms have the following meanings unless inconsistent with the context:

**Effective Date** means 1 September 2024 or, if it is determined by a court that variations of the Transfer Contract cannot, for any reason, be made retrospective, the date of this Deed;

**Parties** means the parties to this Deed; and

**Transfer Contract** means the transfer contract (being the agreement for, and relating to, a transfer of housing stock) dated 17 March 1989 made between the Council and the Association.

- 1.2 In this Deed where the context so admits:

- 1.2.1 words and phrases defined in the Transfer Contract shall have the same meanings when used herein,

- 1.2.2 words denoting the singular shall include the plural and vice versa, words denoting the masculine gender shall include the feminine gender, and words denoting persons shall include corporations,

- 1.2.3 reference to any statutory provisions shall be deemed, unless the context otherwise requires, to include reference to any such provisions as from time to time amended varied replaced extended or re-enacted and to any orders or regulations under such provisions,

- 1.2.4 references to clauses shall be deemed to be references to clauses of this Deed and references to sub-clauses shall be deemed to be references to the sub-clause of the clause in which the reference appears,
- 1.2.5 if any provision of this Deed is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of the Deed is to be unaffected,
- 1.2.6 Words such as "in particular", "includes" or "including" do not limit the generality of the words preceding them, and
- 1.2.7 in this Deed clause headings are included for ease of reference only and shall not affect this Deed or the interpretation thereof.

## **2 Variation**

- 2.1.1 The Parties agree that, with effect from the Effective Date, the Transfer Contract shall be varied by amending clause 15.6 to include the additional sentence at the end of that clause as follows:

"The Council and the Association agree that the Association is not obliged or required to maintain admission to the Kent County Council Superannuation Fund (or any replacement scheme to the Kent County Council Superannuation Fund) on or from 1 September 2024."

## **3 Indemnity**

- 3.1 The Association agrees to indemnify and keep indemnified and hold harmless the Council on demand against any and all losses, liabilities, demands, costs, claims and expenses incurred, suffered or payable by it arising in connection with or from or pursuant to this Deed (and/or the variations made to the Transfer Contract by this Deed), including in respect of any claim brought by, or in respect of, any employee of the Association who is an active member of the Kent County Council Superannuation Fund immediately before the Effective Date, that they have a continuing right, pursuant to the Transfer Contract to membership of the Local Government Pension Scheme or to membership of any other pension arrangement providing benefits that are the same or broadly comparable to those under the Local Government Pension Scheme.
- 3.2 Nothing in this Deed shall prevent the Association and the Council from making further mutually agreed variations to the Transfer Contract.

## **4 Jurisdiction**

This Deed shall be governed by and construed in accordance with the laws of England.

## **5 Third parties**

A person who is not a party to this Deed shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms. However, this clause does not vary or modify clause 29 of the Transfer Contract.

6      **Execution**

This Deed may be executed in any number of counterparts, each of which when executed and delivered shall be an original, and all the counterparts together shall constitute one and the same Deed.

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 )  
**Sevenoaks District Council** )

in the presence of:

Common Seal

.....

Authorised signatory

Executed as a deed by affixing the Common )  
Seal of )  
**West Kent Housing Association** )

in the presence of:

Common Seal

.....

Authorised signatory

.....

Authorised signatory

