Contract Deed of Variation

<<Insert Contract No.>>

Deed of Variation <<insert variation number>>

Contract for the Provision of <<insert details of what is being provided>>

between

The **State of Queensland** (acting through the Department of <<insert department name>>)

and

<<Insert Supplier Name>>

# General information

| **No.** | **Topic** | **Details** |
| --- | --- | --- |
| **1.** | **Customer** | Name: The State of Queensland (acting through the Department of <<insert department name>>)  ABN or ACN: <<insert ABN or ACN>> |
| **2.** | **Supplier** | Name: <<insert supplier name>>  ABN or ACN: <<insert ABN or ACN>> |
| **3.** | **Contract** | Contract name: Contract for the Provision of:  <<insert details of what is being provided>>  Contract number: <<insert Contract number>> |
| **4.** | **Effective Date** | <<insert date of effect>> |

# Background

* 1. The parties entered into Contract <<Insert Contract No.>> for the provision of <<Insert Contract Title or brief description>> which was executed on <<Insert date of last signature>> and last varied on <<Insert date of last variation>> .
  2. The Customer and the Supplier are parties to the Contract as amended by Deeds of Variation dated <<insert dates of previous variations, [if applicable]>>.
  3. The Customer and the Supplier have agreed to amend the Contract in accordance with the terms of this Deed of Variation with effect on the Effective Date specified above.

## The Parties Agree as Follows:

# Interpretation

* 1. Unless the contrary intention appears, the interpretation rules and words used in this Deed of Variation have the same meaning as in the Contract.

# Variation to the contract

* 1. The parties agree to vary the Contract as follows:

(a) **by removing** the following from <<Insert schedule/section/clause no.>>:

<<Insert schedule/section/clause no. (in same format as in the contract/agreement e.g. table)>>

**and replacing** with:

<<Insert schedule/section/clause no. (in same format as in the contract/agreement e.g. table)>>

(b) **by inserting** the following clause after <<Insert schedule/section/clause no.>>

<<Insert schedule/section/clause no. (in same format e.g. table)>>

# General

* 1. **Counterparts** – This Deed may consist of several copies, each signed by one or more parties to the Deed. If so signed, the signed copies are treated as making up the one document and the date on which the last counterpart is executed will be the date of the Deed.
  2. **Governing law** – The laws of Queensland apply to this Deed and each party submits to the jurisdiction of the courts of Queensland.
  3. **Construction** – No rule of construction will apply to a provision of the Deed to the disadvantage of a party merely because that party drafted the provision or would otherwise benefit from it.
  4. **Severability** – If any part of the Deed is invalid, unlawful or unenforceable, the invalid, unlawful or unenforceable part of the Deed will not apply but the other parts of the Deed will.
  5. **No Other Amendments to Original Agreement** - Notwithstanding clause 4 of this Deed of Variation and any previously agreed Deeds of Variations (where applicable) the Parties agree that in all other respects the Contract will remain unchanged.
  6. **Electronic transacting** – The parties consent to the use of electronic communications as a method for signing this Deed of Variation, noting that this would require printing, execution and witnessing on this printed document and this executed document then being electronically transmitted. By the execution and transmission, the parties intend to be bound by this Variation as a Deed.

The parties to the Deed have executed the Deed on the dates set out below.

**EXECUTED AS A DEED.**

## EXECUTION BY CUSTOMER

|  |  |  |
| --- | --- | --- |
| SIGNED, SEALED AND DELIVERED for and on behalf of the **State of Queensland (acting through the Department of [insert department name])**  by    Name of Customer representative  this……..day of……………….20\_\_  in the presence of:      Name of witness | )  )  )  )  )  )  )  )  )  )  )  )  )  )  )  ) | Signature of Customer representative    Signature of witness |

## EXECUTION BY SUPPLIER (Where the Supplier is a company registered under the Corporations Act 2001 (Cth).

|  |  |  |
| --- | --- | --- |
| SIGNED SEALED AND DELIVERED for and on behalf of **the Supplier**:  in accordance with s.127 of the [Corporations Act 2001 (Cth)](https://www.legislation.gov.au/Details/C2017C00328)  this.……day of…………………20\_\_  by    Name of Director    Name of Director/Secretary  in the presence of  ………………….……………………..  Name of witness | )  )  )  )  )  )  )  )  )  )  )  )  )  )  )  )  )  )  )  )  )  )  ) | Signature of Director    Signature of Director/Secretary  …………………………………………  Signature of witness |

Where an authorised signatory executes the Deed on behalf of the Supplier, the form of execution must indicate the source of this authority and a certified copy must be provided to the Customer.

|  |  |  |
| --- | --- | --- |
| Executed for and on behalf of **the Supplier**:  by its duly authorised representative    Name of Representative    Position of Representative  in the presence of  …………………………………………  Name of witness  this ……day of……….…………20\_\_ | )  )  )  )  )  )  )  )  )  )  )  )  )  )  )  )  )  )  )  )  )  )  ) | Signature of Representative  By executing this deed, the signatory warrants that the signatory is duly authorised to execute this deed on behalf of the Supplier.  …………………………………………  Signature of witness |