

2024

Deed of variation to Shareholders Agreement

Bournemouth, Christchurch and Poole Council ⁽¹⁾
and
BCP Futureplaces Limited ⁽²⁾

DATE

PARTIES

- (1) **BOURNEMOUTH, CHRISTCHURCH AND POOLE COUNCIL** of BCP Council Civic Centre, Bourne Avenue, Bournemouth BH2 6DY (**"the Council"**).
- (2) **BCP FUTUREPLACES LIMITED** (company number 13465045) whose registered office is at Civic Centre, Bourne Avenue, Dorset, Bournemouth BH2 6DY (**"the Company"**).

BACKGROUND

- (A) The Council has reviewed the delivery of Development Consultancy and Management Services and as a result the operating model of the Company has been altered.
- (B) The parties have accordingly agreed to vary the Shareholders Agreement on the terms set out in this Deed to reflect the agreed changes.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

- 1.1 The definitions and rules of interpretation in Clause 1 apply:

Shareholders Agreement	the agreement entered into between the Council and the Company on 25 January 2022 as varied on the date hereof.
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- 1.2 A reference to the Shareholders Agreement includes any deed or other instrument supplemental to it.
- 1.3 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.4 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.5 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.6 Except where a contrary intention appears, references to clauses and Schedules are to the clauses and Schedules of this Deed and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.7 Clause, Schedule and paragraph headings shall not affect the interpretation of this Deed.
- 1.8 Except to the extent that they are inconsistent with the definitions and interpretations in Clause 1.1 of this Deed, the definitions and interpretations in Clause 1.1 of the Shareholders Agreement shall apply to this Deed.

2. VARIATIONS

- 2.1 From and including the date of this Deed, the Shareholders Agreement shall be read and construed as varied in accordance with clause 15.1 of the Shareholders Agreement by the provisions set out in the Schedule.
- 2.2 The Shareholders Agreement shall remain fully effective as varied by this Deed and the terms of the Shareholders Agreement shall have effect as though the provisions contained in this Deed had been contained in the Shareholders Agreement with effect from the date of this Deed.

3. PARTIES' COVENANTS

The parties covenant to observe and perform their respective obligations in the Shareholders Agreement as varied by this Deed.

4. COSTS

Each party shall bear their own costs in the preparation and completion of this Deed.

5. GOVERNING LAW

This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (whether contractual in nature or otherwise) shall be governed by and construed in accordance with the laws of England and Wales and each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any such dispute or claim arising out of or in connection with this Deed or its subject matter or formation.

6. THIRD PARTY RIGHTS

A person who is not a party to this Deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed. This does not affect any right or remedy of a third party which exists or is available apart from that Act.

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 **Bournemouth, Christchurch and Poole Council** by affixing its common seal in the presence of:

.....
Authorised Signatory

Executed as a deed by **BCP Futureplaces Limited** acting by a director and company secretary.

.....
Director

.....
Director/company secretary

SCHEDULE 1

Variations to the Shareholders Agreement

1. Clause 6.1 of the Shareholders Agreement shall be amended to show that “the number of Directors of the Company shall not be less than one.(1)”
2. Clause 6.5 of the Shareholders Agreement shall be deleted and replaced by
“6.5 The quorum at any meeting of the Board (or any committee of the Board) shall be any three (3) Directors save that a sole director will constitute a quorum if at any time only one director has been appointed. “
3. Schedule 4 of the Shareholders Agreement shall be deleted and replaced by “:

SCHEDULE 4 –

CONTACT DETAILS

BOURNEMOUTH, CHRISTCHURCH AND POOLE COUNCIL

Address: Civic Centre, Bourne Avenue, Bournemouth, BH2 6DY

For the attention of: The Monitoring Officer

Telephone: 01202 118524

Email address: janie.berry@bcpcouncil.gov.uk

BCP FUTUREPLACES LIMITED

Address: Civic Centre, Bourne Avenue, Bournemouth, BH2 6DY

For the attention of: The Chief Executive

Telephone: 01202 126885

Email address: ian.odonnell@bcpcouncil.gov.uk

Or, in each case, such other address / email as may be notified by the relevant party to the other parties from time to time.