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CONTRACT AGREEMENT

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THIS AGREEMENT is made the

BETWEEN:

- (1) <<Name of Party 1>> [a company registered in <<Country of Registration>> under number <<Company Registration Number>>] whose registered office is at] **OR** [of <<insert Address>>] (“the <<Party Name>>”)
- (2) <<Name of Party 2>> [a company registered in <<Country of Registration>> under number <<Company Registration Number>>] whose registered office is at] **OR** [of <<insert Address>>] (“the <<Party Name>>”)
- [(3) <<Name of Guarantor>> [a company registered in <<Country of Registration>> under number <<Company Registration Number>>] whose registered office is at] **OR** [of <<insert Address>>] (“the Guarantor”)]

WHEREAS:

- (1) <<Party 1>> and <<Party 2>> entered into an agreement dated <<insert date>> for the purpose[s] of <<insert purpose>> (the “Main Agreement”), attached as Schedule 1 to this Agreement.
- (2) The Parties wish to amend the Main Agreement as specified in Clause 2 [for the reasons detailed in Clause 3] to take effect from <<insert date>> (the “Effective Date”).
- [(3) The Guarantor has, [under a guarantee agreement dated <<insert date>>] **OR** [under a guarantee agreement dated <<insert date>>] (the “Guarantee Agreement”)] guaranteed <<Party 1>>’s obligations under the Main Agreement.
- (4) The Guarantor has agreed to the amendments to the Main Agreement and to record its consent to the amendments to the Main Agreement herein.]

IT IS AGREED as follows:

1. Definitions and Interpretation

- 1.1 In this Agreement, unless otherwise requires, terms defined in Clause 1 of the Main Agreement shall have the meaning given in that clause.
- 1.2 Unless the context otherwise requires, reference in this Agreement to:
- 1.2.1 “writing”, and “written communication”, includes a reference to any electronic or facsimile transmission or other means of communication;
- 1.2.2 a statute or regulation, is a reference to that statute or regulation as in force at the relevant time;
- 1.2.3 “this Agreement”, “the Agreement” and [the Schedule] means this Agreement and [the Schedule] as amended or supplemented at the relevant time.

- 1.2.4 a Schedule in the Main Agreement; and
- 1.2.5 a Clause or Schedule in the Main Agreement (other than the Main Agreement) to a Clause of this Agreement graph of the relevant Schedule.
- 1.2.6 a "Party" or "Parties" in the Main Agreement to the parties to this Agreement and to the Main Agreement.
- 1.3 The headings used in the Main Agreement are for convenience only and shall have no effect upon the interpretation of the Main Agreement.
- 1.4 Words imparting the singular shall include the plural and vice versa.
- 1.5 References to any gender shall include the other gender.
- 1.6 References to persons shall include corporations.

2. Variation of the Main Agreement

- 2.1 The Parties hereby agree that the following amendments shall be made to the Main Agreement:

Amendment No.	Clause No.	
1)	<<insert number>>	<<insert amendment>>
2)	<<insert number>>	<<insert amendment>>
3)	<<insert number>>	<<insert amendment>>
4)	<<insert number>>	<<insert amendment>>
<<insert number>>	<<insert number>>	<<insert amendments as required>>

- 2.2 Except as set out in the amendments above, the Main Agreement shall continue in full force and effect.

3. [Reasons for Amendments]

The Parties have agreed the following reasons/on the following grounds for the amendments set out in Clause 2 for the following amendments:

Amendment No.	Reasons for Amendment	
1)	<<insert reasons>>	
2)	<<insert reasons>>	
3)	<<insert reasons>>	
4)	<<insert reasons>>	
<<insert number>>	<<add further reasons>>	<<insert amendment>>

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4. **[Guarantor's Consent**
- 4.1 The Guarantor hereby <<insert>> entering into this Agreement.
- 4.2 The Guarantor hereby <<insert>> guarantee and any and all other obligations set out in the Main Agreement, as amended by this Agreement, shall apply to the Main Agreement. **] OR [the Guarantee Agreement]**
- 4.3 Subject to sub-Clause 4.2, the Guarantor's guarantee or any other obligations set out in the Main Agreement, as amended by this Agreement, shall be released or discharged by the completion of the term of the Main Agreement. **] OR [the Guarantee Agreement]** any provision of this Agreement.]
5. **[Conformed Copy**
- 5.1 A conformed copy of the Main Agreement, as amended by this Agreement, is attached as Schedule 1.
- 5.2 The Parties hereby agree that the Main Agreement, as amended by this Agreement, shall be deemed as the same appears as the conformed copy.]
6. **Consideration**
- In consideration of the <<insert>> (receipt of which is hereby acknowledged by <<insert>> the Parties agree to the amendments to the Main Agreement set out in this Agreement.
7. **Further Assurance**
- Each Party shall execute all such documents, agreements, documents and things as may be necessary to give effect to this Agreement into full force and effect.
8. **Costs**
- Each Party shall pay its own costs and expenses relating to the negotiation, preparation, execution and carrying into effect of this Agreement.
9. **Counterparts**
- This Agreement may be executed in any number of counterparts and by the Parties to it on separate occasions, and each such counterpart when so executed and delivered shall be an original, but all of them together shall constitute one and the same instrument.
10. **Law and Jurisdiction**
- 10.1 This Agreement (including any amendments thereto) shall be governed by, and construed in accordance with, the law of the jurisdiction of the place of the performance of the obligations arising therefrom or associated with it.

10.2 Any dispute, controversy or claim between the Parties relating to this Agreement (including its interpretation, validity, performance, breach, termination, rescission, nullity, damages or compensation therefrom or associated with it) shall be referred to the courts of England and Wales.

claim between the Parties relating to legal matters and obligations arising within the jurisdiction of the courts

SIGNED for and on behalf of <<Party Name>>
<<Name and Title of person signing>>

Authorised Signature

Date: _____

SIGNED for and on behalf of <<Party Name>>
<<Name and Title of person signing>>

Authorised Signature

Date: _____

[SIGNED for and on behalf of the <<Party Name>>
<<Name and Title of person signing>>

Authorised Signature

Date: _____]

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The Main Agreement

<<Attach a copy of the original Ag

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Conformed Copy of The Main Agreement)
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