
2022

BURGESS HILL TOWN COUNCIL (1)

and

CLEAR CHANNEL UK LIMITED (2)

DEED OF VARIATION

DATE OF DEED

2022

PARTIES

- (1) **BURGESS HILL COUNCIL** whose principal office is 38 Church Road, Burgess Hill RG15 9AE the “**Council**”)
- (2) **CLEAR CHANNEL UK LIMITED** a company registered in England and Wales with company number 950526 whose registered office is situated at 33 Golden Square, London W1F 9JT (“**Clear Channel**”)

BACKGROUND

- (A) By an agreement made on 1 November 1996 between the Council and Clear Channel as subsequently varied on 29 January 2019 (the “**Agreement**”), the Council granted to Clear Channel certain rights to erect bus shelters in Burgess Hill and a right to display advertising material on such bus shelters.
- (B) Both parties now wish to vary the contract.
- (C) The parties have agreed to vary the Agreement with effect from the date of this deed on the terms set out in this deed of variation (“**deed**”).

IT IS AGREED as follows:

1 TERMS DEFINED IN THE AGREEMENT

- 1.1 It is agreed by the parties that unless otherwise stated in this deed, all definitions in the Agreement shall have the same meaning herein and that this deed shall be read and construed as part of the Agreement.
- 1.2 Subject to the amendments to the Agreement in this deed, all other terms and conditions of the Agreement will remain unaffected and in full force and effect.

2 VARIATION OF THE AGREEMENT

- 2.1 The parties hereby agree to vary the Agreement as follows:
 - (a) *Clause 2 is deleted and replaced with, “This Agreement shall commence on the Commencement Date and shall continue in force thereafter until 31 October 2028 subject to determination by either party in accordance with clauses 10 or 12.”*
 - (b) *A new clause 3.9 is added as follows, “In the event that Adshel has any unsold space on its digital network, the Council will be permitted to use this free of charge. The Council is not permitted to use the space for commercial gain and can use it to display Council messaging only. The Council will create the advertisement content and provide this to Adshel for display. The Council*

agrees to be bound by Adshel's standard trading terms and conditions (which can be found at <https://www.clearchannel.co.uk/legal>)"

3 CONFIDENTIALITY

3.1 The terms and conditions of this deed shall not be disclosed to any third parties without the prior written consent of both parties unless otherwise required by law.

4 GOVERNING LAW AND JURISDICTION

4.1 This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

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

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

THE COMMON SEAL OF)
BURGESS HILL TOWN COUNCIL)
Was hereunto affixed in the presence of)

EXECUTED AS A DEED BY)
CLEAR CHANNEL UK LIMITED)
In the presence of)

Director

Witness