



**Australian Government**  
**Department of Employment**

# **DEED OF VARIATION NO. 1 TO CONTRACT IN RELATION TO SERVICES FOR A REVIEW OF THE ROAD SAFETY REMUNERATION SYSTEM**

**Commonwealth of Australia** represented by the  
Department of Employment  
ABN 63 578 775 294

Jaguar Consulting Pty Ltd  
ABN: 56 089 615 636

## DEED OF VARIATION

### Date

This Deed is made on 14 March 2014.

### Parties

This Deed is made between and binds the following parties:

1. **Commonwealth of Australia ('Commonwealth', 'Us', 'We' or 'Our')** represented by and acting through the Department of Employment ABN 63 578 775 294 (**the Department**)
2. Jaguar Consulting Pty Ltd ABN: 56 089 615 636  
PO Box 522  
MALVERN VIC 3144 (**'You', or 'Your'**)

### Context

- A. The parties entered into a contract dated 26 November 2014 for the provision of Services (**'Principal Contract'**).
- B. The parties now wish to amend the Principal Contract.
- C. The Principal Contract requires that a variation be in writing and signed by both parties.

### THIS DEED WITNESSES AND THE PARTIES AGREE:

#### 1. Interpretation

- 1.1. Unless the contrary intention appears, words used in this Deed have the same meaning as in the Principal Contract.

#### 2. Commencement

- 2.1. This Deed commences on the date the last party to sign this Deed does so (**'Effective Date'**).
- 2.2. In accordance with clause 14.8 of the Principal Contract, on and from the Effective Date, the Principal Contract is varied by consent of the parties on the terms and conditions contained in clause 3 of this Deed.

#### 3. Terms and conditions of variation

The Principal Contract is amended as follows:

##### 3.1. Timing and delivery dates

Goods and/or Services are to be delivered as specified in the following table:

Deliverable	Date
Delivery of Draft Report	March 2014
Delivery of Final Report	11 April 2014

Our initials: \_\_\_\_\_  
Your initials: \_\_\_\_\_

3.2. **Specified Personnel**3.3. **Prices for services**

<b>Task</b>	<b>Milestone Deliverable (if applicable)</b>	<b>Milestone Delivery Date (if applicable)</b>	<b>Payment Schedule (\$A, duty paid, GST exclusive)</b>	<b>Payment Schedule (\$A GST component)</b>	<b>Payment Schedule (\$A, duty paid, GST inclusive)</b>
Review of the Road Safety Remuneration System	Delivery of Draft Report	March 2014	\$24,300	\$2,430	\$26,730
	Completion of Review	11 April 2014	\$16,200	\$1,620	\$17,820
				Total GST exclusive	40,500
				Total GST	4,050
				<b>Total GST inclusive</b>	<b>44,550</b>

Our initials: \_\_\_\_\_  
 Your initials: \_\_\_\_\_

**4. Further acts**

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- 4.1. Each party must promptly execute all documents and do all things that another party from time to time reasonably requests to give effect to this Deed and all transactions incidental to it.

**5. Costs**

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- 5.1. Each party must pay its own costs in relation to finalising and executing this Deed and in relation to effecting any other document or thing required to give effect to this Deed.

**6. Applicable law**

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- 6.1. This Deed is to be construed in accordance with, and governed by, the laws of the Australian Capital Territory.

Our initials: \_\_\_\_\_  
Your initials: \_\_\_\_\_

**Signatures**

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EXECUTED by the Parties as a Deed.

SIGNED SEALED AND DELIVERED for and on behalf of the Commonwealth of Australia as represented by the Department of Employment by:

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Name of signatory

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*Signature*

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Position

In the presence of:

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Name of witness

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*Signature of witness*

SIGNED SEALED AND DELIVERED for and on behalf of **Jaguar Consulting Pty Ltd** ABN: 56 089 615 636 in accordance with the requirements of section 127 of the *Corporations Act 2001* by:

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Name of Director

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*Signature of director who state they are the sole director of Jaguar Consulting Pty Ltd*