



Deed of Variation



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DEED OF VARIATION

THIS DEED is made on the date specified in the Schedule

PARTIES:

1. The party identified in the Schedule and hereinafter referred to as “**PARTY 1**”
2. The party identified in the Schedule and hereinafter referred to as “**PARTY 2**”

PREAMBLE:

- A. **PARTY 1** and **PARTY 2** are parties to the agreement identified in the Schedule (“**the Original Agreement**”).
- B. The parties have agreed to vary the terms of the Original Agreement by this Deed of Variation.

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

- 1.1 Unless defined in this Deed or the context otherwise requires, a term or expression used in this Deed has the meaning given to it under the Original Agreement. Any additional definitions required for the purposes of this Deed of Variation are set out in the Schedule.
- 1.2 The terms of this Deed shall prevail in the case of any inconsistency whether express or implied between this Deed and the Original Agreement.
- 1.3 Each reference to a clause number in this Deed shall be construed as a reference to a clause number in the Original Agreement unless otherwise specified.
- 1.4 In this Deed the following definitions apply unless the context otherwise requires:

“**Deed**” includes the preamble and the schedules and any annexure to this document and any matter incorporated by cross-reference.

“**Original Agreement**” means the agreement identified as such in the Schedule.