
2023

CHORLEY BOROUGH COUNCIL (1)

and

CLEAR CHANNEL UK LIMITED (2)

DEED OF VARIATION

PARTIES

- (1) **CHORLEY BOROUGH COUNCIL** whose principle office is Town Hall, Market Street, Chorley, Lancashire, PR7 1DP (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 dated 3rd January 2020 between the Council and Clear Channel (the “**Agreement**”), the Council granted to Clear Channel certain rights to erect bus shelters / free standing units within the Council’s Borough and a right to display advertising material on such bus shelters / free standing units. The Agreement was varied on 22 February 2021.
- (B) 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) The definition of Expiry Date shall be deleted and replaced with “2 January 2030”.
 - (b) To vary the Agreement by including a new clause 3.5 as follows:

“Clear Channel is permitted at any time during the term of the Agreement to upgrade the advertising panels on any of the Street Furniture from a static panel to a digital panel. Clear Channel may make any such upgrades at its complete discretion and at Clear Channel’s cost, subject to planning consent.”

Further Agreement

2.2 It is further agreed, with effect from the date of this Deed, that Clear Channel shall install and maintain 5 living roofs on existing items of Street Furniture. The parties will agree which 5 sites shall have the living roofs installed and the timescales for the installation. The installation and maintenance will be at Clear Channel's cost. Clear Channel shall retain ownership of the living roofs and remove these following the end of the Term in line with the Agreement.

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.

EXECUTED AS A DEED BY)
CHORLEY BOROUGH COUNCIL)
By)

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

Director

Witness