

DEED OF VARIATION NO. 1

Deed for the Supply of Goods and
Services related to Amateur Radio
Qualifications

Commonwealth of Australia represented by
the accountable authority of the Australian
Communications and Media Authority,
ABN 55 169 386
(the Customer)

University of Tasmania through its institute the
Australian Maritime College, ABN 30 764 374
782
(the Supplier)

Details

Parties

1. Commonwealth of Australia as represented by the accountable authority of the Australian Communications and Media Authority, ABN 55 169 386 (**the Customer**)
2. University of Tasmania through its institute the Australian Maritime College, ABN 30 764 374 782 (**the Supplier**).

Recitals

- A. The Customer and the Supplier are parties to the Original Deed.
- B. The Parties seek to vary the Original Deed in accordance with the terms and conditions of this Deed.

Terms and conditions

1 Definitions and interpretation

1.1 Definitions

Capitalised terms have the following meanings in this Deed and the Recitals unless the contrary intention appears:

Deed means this deed of variation and includes all attachments.

Original Deed means the Deed for the Supply of Goods and Services related to Amateur Radio Qualifications, signed by the Parties on 18 February 2019.

Effective Date means the date this Deed is executed by both Parties.

Party means a party to this Deed and **Parties** has a corresponding meaning.

1.2 Interpretation

Unless the contrary intention appears:

- (a) a term defined in the Original Deed has the same meaning in this Deed;
- (b) the singular includes the plural and vice versa;
- (c) headings are inserted for convenience and do not affect interpretation;
- (d) a reference to a person includes a reference to a natural person, a partnership, a firm, a body corporate, a joint venture, an unincorporated association, or an authority as well as a reference to the person's executors, administrators, successors, substitutes (including, but not limited to, persons taking by novation) and permitted assigns; and
- (e) no rule of construction will apply to a clause to the disadvantage of a Party merely because that Party put forward the clause or would otherwise benefit from it.

2 Variation to the Original Deed

With effect on and from the Effective Date, the Original Deed is varied by:

- (a) inserting all clauses and words that are underlined; and
- (b) deleting all clauses and words that are crossed through,

in the marked-up version of the Original Deed that forms Attachment A to this Deed.

3 Confirmation

3.1 Continuation of terms

The Original Deed continues in full force and effect, as amended by this Deed.

3.2 Inconsistency

If there is any inconsistency between the terms and conditions of the Original Deed and the terms and conditions of this Deed, this Deed will prevail to the extent of any inconsistency.

Execution page

Executed as a deed

SIGNED, SEALED AND DELIVERED

for and on behalf of the

**Commonwealth of Australia as
represented by the accountable
authority of the Australian
Communications and Media
Authority** by a duly authorised
representative:

Name of authorised representative
(print)

Name of witness (print)

Position of authorised representative

Signature of authorised representative

Signature of witness

Date

Date

SIGNED SEALED AND DELIVERED

by the University of Tasmania through
its institute the Australian Maritime
College by a duly authorised
representative :

Name of authorised representative
(print)

Name of witness (print)

Position of authorised representative

Signature of authorised representative

Signature of witness

Date

Date

Attachment A: Marked up Original Deed

[insert PDF of marked up Original Deed].