

# DEED OF VARIATION NO. 1

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

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**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

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### 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

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## 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:

Allan David Major

Name of authorised representative  
(print)

Executive Manager

Position of authorised representative



Signature of authorised representative

2 October 2020

Date

Patrick Emery

Name of witness (print)



Signature of witness

2 October 2020

Date

**SIGNED SEALED AND DELIVERED**

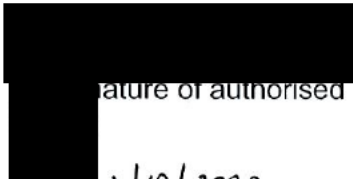
by the University of Tasmania through  
its institute the Australian Maritime  
College by a duly authorised  
representative :

JAN LYNCH

Name of authorised representative  
(print)

ACTING PRINCIPAL

Position of authorised representative



Signature of authorised representative

1/10/2020

Date

MARTIN CREESE - MORRIS

Name of witness (print)



Signature of witness

1/10/20

Date

## **Attachment A: Marked up Original Deed**

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[insert PDF of marked up Original Deed].

