



Government
Legal Department

THE DEPARTMENT OF HEALTH AND SOCIAL CARE

and

UNISERVE LIMITED

AGREEMENT OF VARIATION

relating to the supply of Warehouse Services

THIS AGREEMENT is signed and dated

2021 (the “**Agreement**”)

BETWEEN:

- (1) The Department of Health and Social Care of 39 Victoria St, Westminster, London SW1H 0EU (the “**Authority**”); and
- (2) Uniserve Limited a company registered in England and Wales whose registered office is at Upminster Court, 133 Hall Lane, Upminster, Essex RM14 1AL (the “**Supplier**”),

together the “**Parties**” and each a “**Party**”

BACKGROUND:

- A. The Authority and the Supplier are Parties to a contract for the supply of warehouse services in Xiamen, China dated on or around the date of this Agreement (the “**Contract**”).
- B. The Parties wish to extend the Term of the Contract and clarify the anticipated Charges payable under the Contract. Consequently, the Parties wish to amend the Contract as set out in this Agreement.

IT IS AGREED as follows:

1 TERMS DEFINED IN THE CONTRACT

- 1.1 In this Agreement, unless stated to the contrary, terms defined in the Contract and used in this Agreement have the meanings set out in the Contract. The rules of interpretation set out in the Contract shall apply to this Agreement.

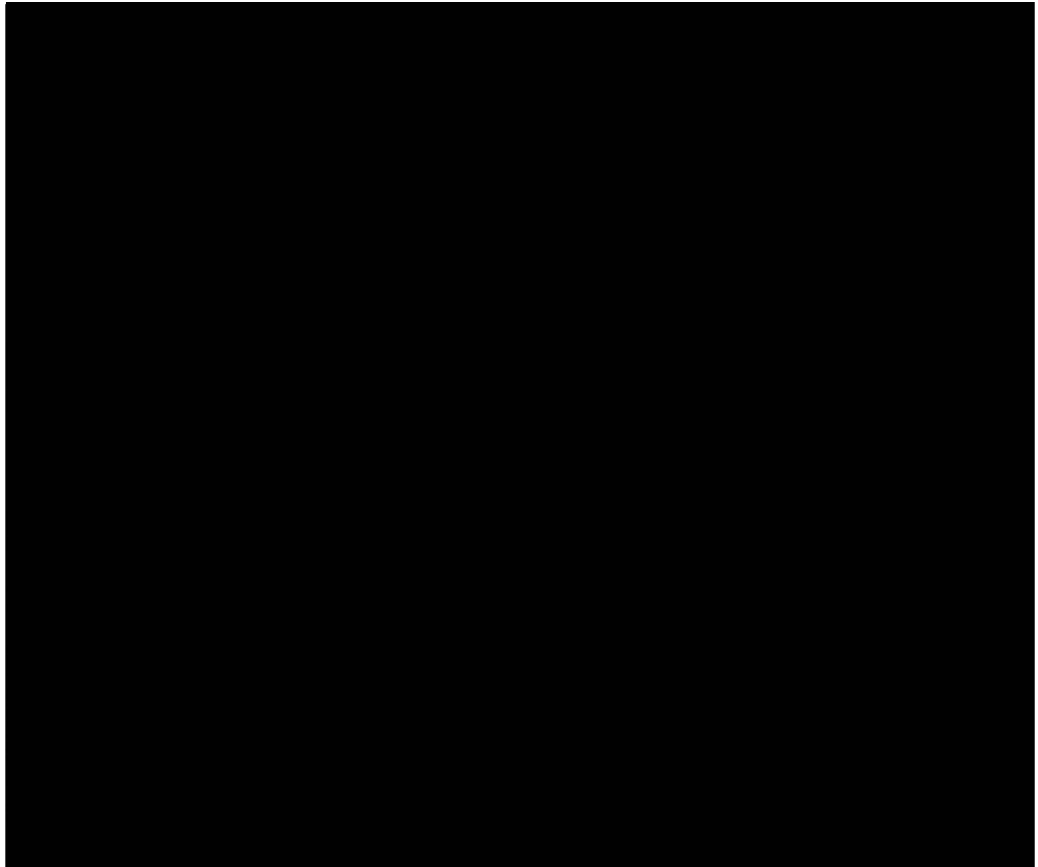
2 VARIATION

- 2.1 In consideration of the Supplier carrying out its obligations under this Agreement the Authority shall pay £1.00 to the Supplier, receipt of which is hereby confirmed.
- 2.2 With effect from 31 March 2021 (the “**Variation Date**”) the Parties agree to amend the Contract as follows:
 - (a) The Parties wish to extend the Term of the Contract. As such, Section 8 of the Order Form (Term) shall be deleted in its entirety and replaced with the following words:

“The Term shall commence on 16 October 2020.

And the Expiry Date shall be 30 September 2021, unless it is otherwise extended or terminated in accordance with the terms and conditions of the Contract.”

- (b) The Parties wish to update the rate card in the Contract to include additional details relating to overtime and transport costs. As such, the rate card included at Annex 2 of the Contract (Charges) shall be deleted and replaced with the following rate card:



For the avoidance of doubt, notwithstanding that charges payable by the Authority to the Supplier (or any member of the Supplier's group) across multiple contractual arrangements may be invoiced and paid collectively, the terms of the Contract (as varied by this Agreement) shall apply to the provision of the Services.

- (c) The Parties wish to update reference to the maximum total warehouse capacity included in the specification. As such the first sentence of Annex 1 of the Contract shall be deleted and replaced by the following words:

“From 16 October 2020 the Supplier will provide Warehouse Services in China for the period of the Contract. The parties estimate that the maximum storage

capacity required for storage of the Products will be up to 10,000 cbm for the period of the Contract, however this volume does not represent a binding minimum or maximum capacity and will be subject to availability of space within the Warehouse Premises."

2.3 Except as set out in Clause 2.2, the Contract shall continue in full force and effect.

3 THIRD PARTY RIGHTS

3.1 A person who is not a Party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 (as amended, updated or replaced from time to time) to enforce any of its terms but this does not affect any third party right which exists or is available independently of that Act.

4 GOVERNING LAW AND JURISDICTION

4.1 This Agreement, and any dispute or claim arising out of or in connection with it or its subject matter (including any non-contractual claims), shall be governed by, and construed in accordance with, the laws of England and Wales.

4.2 The Parties irrevocably agree that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter.

Signed for and on behalf of **the Department of Health and Social Care** by:


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Name of Officer:


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Position in Organisation:


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Signed for and on behalf of **Uniserve
Limited** by:

Name of Officer:

Position in Organisation:

