



Government
Legal Department

THE DEPARTMENT OF HEALTH AND SOCIAL CARE

and

REGAL POLYTHENE LIMITED

AGREEMENT OF VARIATION

relating to the supply of White Polythene Aprons

THIS AGREEMENT is signed and dated 5th August 2021 (the "**Agreement**")

BETWEEN:

- (1) The Department of Health and Social Care of 39 Victoria St, Westminster, London SW1H 0EU (the "**Authority**"); and
- (2) Regal Polythene Ltd a company registered in England and Wales whose registration number is 04216413 and whose registered office is at Unit 2 Bennetts Lane, Widnes, Cheshire, United Kingdom, WA8 0GW (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 White Polythene Aprons, dated on or around 20 April 2020 (the "**Contract**").
- B. The Supplier delivered a shortfall in Goods deliverable under the Contract and, due to excess stock held by the Authority, the Parties have agreed to cancel the undelivered Goods. As such, the Parties wish to include reference in the Contract to a reduced volume of Goods deliverable by the Supplier and reduced Charges payable by the Authority.
- C. The Parties further acknowledge that the Goods were delivered on a DPP basis rather than collected by the Authority on an Ex Works basis, and the price per unit for the Goods had consequently increased.
- D. The Parties wish to amend the Contract as set out in this Agreement to reflect these variations.

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 [REDACTED] to the Supplier, receipt of which is hereby confirmed.

2.2 With effect from 18 July 2020 (the "**Variation Date**") the Parties agree to amend the Contract as follows:

(a) The Parties acknowledge that the Contract required the Supplier to make the Goods available for collection by the Authority on an ex works basis, but the Parties agreed that the Goods were to be delivered by the Supplier the Authority on the basis of the DDP incoterm. As a result of this change the Parties agreed that the Charges shall be increased. In order to reflect these changes, the Order Form shall be varied as follows:

(i) The words "*Delivered in accordance with the following instructions unless agreed Ex Works terms*" within section 6 of the Order Form (Deliverables) shall be deleted and replaced with the following words:

"Delivered in accordance with the following instructions on a DDP basis. Delivery shall take place on the date(s) and time(s) agreed in advance between the parties in writing".

(ii) The words [REDACTED] within section 9 of the Order Form (Charges) shall be deleted and replaced with the following words:

[REDACTED]

(b) The Parties acknowledge that the Supplier delivered [REDACTED] of the Goods deliverable under the Contract and [REDACTED] of the Goods remain outstanding (the **Undelivered Goods**). The Parties further acknowledge and agree that the Authority shall not be liable to pay for, and the Supplier shall not be obliged to deliver, the Undelivered Goods. As such, the total Contract value shall be reduced by [REDACTED]. In order to give effect to the Parties intentions, the Order Form shall be varied as follows:

(i) The words [REDACTED] *Apron polythene white* - [REDACTED] *Perforated on a roll*" in section 6 of the Order Form (Deliverables) shall be deleted and replaced with the following words:

[REDACTED]

[REDACTED] *- Apron polythene white* - [REDACTED]

[REDACTED]

- (ii) The following words shall be added to the end of section 9 of the Order Form (Charges):

"The total contract value shall be [REDACTED] calculated on the basis of [REDACTED] including cost of delivery".

- 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:

[Redacted Signature]

Name of Officer:

[Redacted Name]

Position in Organisation:

Strategy & Operational Enablers Lead

Signed for and on behalf of **Regal Polythene Ltd** by:

[Redacted Signature]

Name of Officer:

Position in Organisation:

Director