

THIS AGREEMENT is made on 19/12/2022

BETWEEN:-

- (1) **THE SECRETARY OF STATE FOR EDUCATION ("DFE")** whose Head Office is at Sanctuary Buildings, Great Smith Street, London, SW1P 3BT (the "**Purchaser**"); and
- (2) **Rexel UK Limited**, which is a company, incorporated in and in accordance with the laws of England & Wales (Company No. 00434724 whose registered office address is at Eagle Court 2, Hatchford Brook, Hatchford Way, Sheldon, B26 3RZ (the "**Supplier**")

RECITALS:-

- (A) The Purchaser and the Supplier entered into a Contract for Goods and Services dated 15/11/2022 ("**Original Contract**") for the Supply and Delivery of CO2 Monitors Phase 2, identified as Con_17349 by the Purchaser.
- (B) The Purchaser and the Supplier have agreed to vary the terms of the Amended Contract as set out in this Agreement.
- (C) The Purchaser's reference number for this Variation Agreement is 003.

IT IS AGREED as follows:-

1. CONSIDERATION

In consideration of each of the parties entering into this Agreement (such consideration being agreed by the parties to be good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged and agreed), the parties have agreed to vary the Amended Contract in accordance with Clause "Services".

2. VARIATION OF THE ORIGINAL CONTRACT

- 2.1 The parties agree with effect from the date of this Agreement the Original Contract shall be varied as set out in Annex 1 attached.
- 2.2 Subject to the variations set out in Annex 1, the Original Contract shall continue in full force and effect in all respects.
- 2.3 In addition to the amendments set out in Annex 1, the Original Contract and Amended Contract shall be construed and interpreted with such further consequential amendments as are necessary to give effect to the amendments set out in Annex 1 of this Agreement, as if such further amendments were also expressly set out in Annex 1.
- 2.4 Except as provided in Clause 2.3 and Annex 1, the parties agree that no other liabilities, financial or otherwise, shall accrue to the Department because of this Variation Agreement.

3. SEVERABILITY

The provisions of this Agreement are intended by the parties to be severable in the event that any part of it is held to be illegal or unenforceable (in whole or in part) and such part shall not affect the validity and enforceability of the remaining provisions or the remainder of the affected provision under this Agreement.

4. **AUTHORITY AND COSTS**

Each party undertakes that it has full power and authority to enter into and shall be responsible for its own costs arising in relation to this Agreement.

5. **THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

5.1 Subject to Clause 5.2 below, this Agreement is not intended to create any benefit, claim or rights of any kind whatsoever enforceable by any person who is not a party to this Agreement. Accordingly, the parties confirm that no term of this Agreement is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Agreement.

5.2 It is the intention of the parties that any other department, officer or agency of the Crown, may as required from time to time act as the Department's agent in enforcing the Department's rights under this Agreement.

6. **GOVERNING LAW AND JURISDICTION**

The parties agree that this Agreement and any dispute arising under or in any way connected with the subject matter of this Agreement (whether of a contractual or tortious nature or otherwise) shall be governed by and construed in accordance with the laws of England, and the parties submit to the jurisdiction of the English Courts.

EXECUTED by the parties on the first date in this Agreement.

For and on behalf of the Supplier:		For and on behalf of the Purchaser:	
Signature:		Signature:	
Name:		Name:	
Role:		Role:	Commercial Lead
Date:	27/01/2023	Date:	27/01/2023

ANNEX 1

VARIATIONS TO ORIGINAL CONTRACT

All references to Clauses in this Annex 1 are to Clauses in the Original Contract or Original Schedules.

INSET new Special Condition 6 below:

6. The Supplier shall provide up to 10,000 Products to educational settings, as confirmed by the Purchaser in the delivery schedules at the required Delivery Dates as required by the Purchaser. The Purchaser will confirm, in writing, to the Supplier how many Products from the maximum of up to 10,000 will be required, and where they shall be delivered to, by no later than the expiration of this contract, leaving good time for the Supplier to deliver the required Products. The Products supplied and delivered by the Supplier shall conform to all requirements of this contract, including, but not limited to, the Sensor Specification for Schools as outlined in the Particulars, and Schedule 2 to the contract. Any failure by the Supplier to deliver Products to these standards will be deemed as faulty devices for the purposes of measure 1, as contained within The Measures. For the avoidance of doubt, those Products supplied under this Special Condition are within the overall maximum order quantity of 360,000 and are not in excess to the maximum order quantity of 360,000. Additionally, the total overall price payable per Product under this Special Condition 6 shall be £[REDACTED] including delivery by the Supplier and all other costs payable by the Purchaser. For the purposes of this special Condition 6 only, Products supplied by the Supplier shall be DT326. No other Products to be supplied by the Supplier under this contract shall be DT326, excluding those required under this Special Condition, unless otherwise agreed by a contract variation agreed between the Parties in accordance with clause 5 to the Terms and Conditions. For the purposes of this Special Condition 6 only, "Products" shall be defined as DT326 CO2 monitors. All references to "Products" outside this Special Condition have the meaning given in accordance with the definitions of the Terms and Conditions of contract.

6.1 Notwithstanding Special Condition 6 above, all Terms and Conditions of the contract remain unaltered, and all rights and powers conferred to the Purchaser under the contract remain and may be used in accordance with the contract for those Products provided by the Supplier under Special Condition 6.

END