



Medicines & Healthcare products
Regulatory Agency

DHL Standard Service Agreement

DHL International (UK) Ltd
Unit 1, Horton Road,
Colnbrook,
Berkshire SL3 0BB
By email to: gbtender@dhl.com

Date: 13th May 2025

Our ref: C356620

Dear [REDACTED]

Following your tender/proposal for the supply of **Courier Services Lot 1 Ambient Courier World Wide** to Medicines and Healthcare products Regulation Agency (MHRA), we are pleased confirm our intention to award this Contract to you.

The attached Order Form, Standard Service Agreement (including the Schedules) set out the entire terms of the Contract between MHRA and DHL International (UK) Ltd for the provision of the Services set out in the Order Form.

We thank you for your co-operation to date, and look forward to forging a successful working relationship resulting in a smooth and successful Delivery of the Services. Please confirm your acceptance of this Contract by signing and returning the Order Form to [REDACTED] at the following email address: [REDACTED] within 7 days from the date of the Order Form. No other form of acknowledgement will be accepted. Please remember to include the reference number(s) above in any future communications relating to this Contract.

We will then arrange for the Order Form to be countersigned which will create a binding contract between us.

Yours faithfully,

[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]



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1. Contract Reference	ITT C308606 Courier Services Lot 1 Ambient Courier World Wide Contract ref C356620
2. Buyer	Medicines and Healthcare products Regulatory Agency 10 South Colonnade Canary Wharf London E14 4PU In entering into this Contract, the Buyer is acting as part of the Crown and the Supplier shall be treated as contracting with the Crown as a whole.
3. Supplier	DHL International (UK) Ltd Unit 1, Horton Road, Colnbrook, Berkshire SL3 0BB 1184988
4. The Contract	This Contract between the Buyer and the Supplier is for the supply the Services.
5. Services	<div>1.1.1 Lot 1: Worldwide Courier Services – Ambient Courier Service required for UK deliveries and all global destinations. Includes Dangerous Goods (UN3373).</div>
6. Specification	The Services are as described in clause 1.2 (Our Services) of the Standard Service Agreement, below
7. Start Date	1 st July 2025
8. Expiry Date	30 th June 2028, unless otherwise terminated earlier in accordance with the Standard Service Agreement, below.
9. Extension Period	<ul style="list-style-type: none">The Buyer may extend the Contract for 2 possible periods of 12 months each.by giving no less than 30 Days' notice in writing to the Supplier prior to the Expiry Date. The Conditions of the Contract shall apply throughout any such extended period.
10. Charges	<div></div> <div></div> <div></div>



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	<p>1 [REDACTED]</p> <p>1 [REDACTED]</p> <p>1 [REDACTED]</p>						
11. Payment	<p>Payment terms are as set out in clause 5 (Invoicing and Payment / Account Details) of the Standard Service Agreement, below.</p> <p>All invoices must be sent, quoting a valid Purchase Order Number (PO Number) where provided in advance and any other relevant details, to: accounts.payable@mhra.gov.uk</p> <p>Payments will be made to:</p> <p>[REDACTED]</p> <p>[REDACTED]</p>						
12. Progress Meetings and Progress Reports	<ul style="list-style-type: none">Account Management meetings on a Quarterly basis (TBC by both parties)MI to be sent Quarterly in advance of the Account Management Meeting.						
13. Buyer Authorised Representative(s)	<p>For general liaison your contact will be</p> <p>[REDACTED]</p> <p>or, in their absence,</p> <p>[REDACTED]</p>						
14. Supplier Authorised Representative(s)	<p>For general liaison your contact will be</p> <p>[REDACTED]</p> <p>or, in their absence,</p> <p>[REDACTED]</p>						
15. Address for notices	<p>Purchasing@mhra.gov.uk [REDACTED]</p> <p>Attention: Commercial Manager - FM [REDACTED]</p> <p>[REDACTED]</p>						
16. Key Staff	<table border="1"><thead><tr><th>Key Staff Role:</th><th>Key Staff Name</th><th>Contact Details:</th></tr></thead><tbody><tr><td></td><td></td><td></td></tr></tbody></table>	Key Staff Role:	Key Staff Name	Contact Details:			
Key Staff Role:	Key Staff Name	Contact Details:					



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	Shipping Team Lead		
17. Incorporated Terms	The following documents are incorporated into the Contract. If there is any conflict, the following order of precedence applies: (a) The cover letter from the Buyer to the Supplier dated 13 th May 2025 (b) DHL Standard Service agreement Including Schedule 1 - Rates		

Signed for and on behalf of the Supplier

Signed for and on behalf of the Buyer acting on behalf of
the Crown



THIS SERVICE AGREEMENT is

Between:

- (A) **DHL International (UK) Limited** (Company Number 1184988) whose registered office is at Southern Hub, Unit 1, Horton Road, Colnbrook, Slough, Berkshire, SL3 0BB (“**DHL**”); and
- (B) **Medicines and Healthcare products Regulatory Agency** whose registered office is at 10 South Colonnade, Canary Wharf, London E14 4PU (“**Customer**”)

It is hereby agreed as follows:

1. GENERAL

1.1 TERM AND TERMINATION

This Service Agreement (the “Agreement”) between DHL and the Customer commences on the date of the final signature applied to the Agreement (“Effective Date”) and shall continue unless terminated by either party in accordance with the terms of this Agreement (the “Term”). This Agreement may be terminated by either party upon one month’s prior written notice for convenience; or with immediate effect in the event of the other party’s insolvency; or if the other party commits a material breach which is either not capable of remedy or which that party fails to remedy within fourteen (14) days of receipt of written notice requesting remedy of the breach.

1.2 OUR SERVICES

The Services provided by DHL (the “Services”) shall be express international and domestic door-to-door transportation of documents and parcels, including ancillary services such as handling and storage during transportation and customs clearance, as well as any Optional Services selected by Customer as published on DHL’s website <https://mydhl.express.dhl/gb/en/ship/optional-services.html> as amended by DHL from time to time. Time for delivery shall not be of the essence in respect of performance of the Services.

1.2.1 The Services provided are based on DHL’s Terms and Conditions of Carriage as found at <https://mydhl.express.dhl/gb/en/legal/terms-and-conditions.html> as amended by DHL from time to time. In the event of any conflict between this Agreement and the Terms and Conditions of Carriage, this Agreement shall take precedence.

1.2.2 DHL’s operating process does not include any non-standard or tailored Services, such as dedicated transport, enhanced customs Services or on-site Services. For the purposes



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of this Agreement the “**Rates**” means the rates and charges as set out in the document embedded at Schedule 1 and any Unquoted Rates. The Rates are valid for Services during the hours of standard operation designated by DHL.

- 1.3 The Customer shall be prohibited from re-selling the Services to any third party unless DHL’s prior written consent has been obtained. In the event that the Customer re-sells the Services without DHL’s permission, DHL shall have the right to immediately terminate this Agreement.



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2. PRICE AGREEMENT

2.1 SERVICES NOT QUOTED

All Services, surcharges, and rates for specific lanes or destinations not included in this Agreement (“**Unquoted Rates**”), will be priced as per DHL’s standard rates as found on <https://mydhl.express.dhl/gb/en/ship/delivery-services.html>

2.2 BASIS OF QUOTATION

The Rates are derived from a revenue qualifier based on the Customer’s shipping profile. In the event of a shortfall on the revenue qualifier (for all or for a specific DHL product) or in the event of a variation to the volume, weight or destination mix, at any time, DHL reserves the right to apply a revision to the Rates upon prior written notice to the Customer.

2.3 VOLUMETRIC DIVISOR AND MULTIPIECE SHIPMENTS

Volumetric weight factors apply to the Rates. Shipments will be charged according to the total weight of the Shipment calculated using the higher of actual or volumetric (dimensional) weight per piece. DHL calculates volumetric weight (in kilograms) by dividing the piece volume (in cubic centimetres) by 5000 (or Length x Width x Height (in cm) / 5000). Where a Shipment includes more than one piece, the weight for each individual piece is rounded up to the nearest 0.5kg or 1kg and added together to calculate the total weight of the Shipment. Please refer to the Rates to confirm how the total weight of the Shipment informs the price payable. DHL reserves the right to modify this calculation method (including the Volumetric Divisor formula stated above) at any time. Please also refer to the Rates for any agreed exceptions/additional details on the Volumetric Divisor.

2.4 PARTNER COMPANIES

The Rates are only offered to contracting parties and cannot be extended to third parties. Majority-owned subsidiaries of the Customer and other parties can be added to the contract by mutual written agreement.

3. PRICE COMPONENTS

3.1 [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

3.2 ADDITIONAL CHARGES:

3.2.1 [REDACTED]

[REDACTED]

[illegible]

[REDACTED]

██████████



4.2 CURRENCY

4.3 HIGH INFLATION

5 INVOICING AND PAYMENT/ACCOUNT DETAILS

5.1 PAYMENT TERMS

5.1.1 Invoices will be issued weekly unless otherwise agreed by the parties. Payment terms are strictly thirty (30) days net from date of invoice unless otherwise specified in the Rates. Duties and Taxes due on the shipment shall be paid by the Customer within seven (7) days from the date of invoice (“Due Date(s)”).

5.1.2 Queries on invoices must be reported within thirty (30) days of the date of invoice. In the event there is any query on an invoice, then only the disputed item on the invoice shall be held from payment and all other amounts owing and not disputed are to be paid on the applicable Due Date.

5.1.3 Unless otherwise agreed, the charges shall be paid by direct debit on the Due Dates. If any sum is not paid by the Due Dates, for reasons other than a good faith dispute, DHL reserves the right to charge interest at the rate specified in the Late Payments of Commercial Debts (Interest) Act 1998 calculated daily from the relevant Due Date until the date on which the obligation of the customer to pay the sum is discharged (whether before or after any judgment).

5.1.4 Customer is responsible for the payment of rates, charges and duties relating to any shipment carried under the Customer's account numbers.

5.1.5 Without affecting any other right or remedy available to it, DHL may choose to suspend the provision of the Services and or terminate this agreement with immediate effect by

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giving notice to the other party if the Customer fails to pay any amount due under this agreement on the relevant Due Date for payment and remains in default not less than seven (7) days after being notified by DHL to make such payment.

5.2 ACCOUNT DETAILS

Where the Customer has authorised the use of its account by a third party or shared those details with a third party, or where the Customer has failed to keep its DHL account details secure resulting in the fraudulent use of the account by a third party, the Customer shall be liable and shall fully indemnify DHL for all amounts incurred on the Customer's account.

6 OTHER

6.1 COMPLIANCE WITH APPLICABLE LAWS

6.1.1 The Customer warrants that it has not violated any applicable laws regarding the contents of each and every shipment, and that the Customer shall comply with, and adhere to, all applicable laws and regulations which may apply to the transportation and delivery of each and every shipment.

6.2 ONLINE SHIPPING TOOLS

The Rates are based on Customer's commitment to use any of DHL's Electronic Shipping Solutions, including but not limited to: MyDHL+, DHL EasyShip, DHL Express Logistics Platform, DHL eMailShip, MyDHL API, DHL Express Commerce, and EDI (transmission of shipment data through electronic data interchange). The Customer shall not require the manual processing, recording, labelling or invoicing of shipments without the prior written consent of DHL. DHL invoices are not accompanied by a Proof of Delivery, which can be made available for an extra charge for a maximum period of 3 months after delivery.

6.3 CONFIDENTIAL INFORMATION

This Agreement and the Rates are confidential. Neither party may disclose or publicise the existence or contents of this Agreement without the prior consent of the other party. No publicity by DHL regarding the Services or the existence or terms of this Agreement will be permitted unless and until Customer has given express written consent to the relevant communication. For the purposes of this clause "publicity" shall mean the use of Customer's name or logo or the issuing of any public statements regarding the Services or this Agreement.

6.4 ENTIRE AGREEMENT

6.4.1 This Agreement sets out the entire agreement between the parties and supersedes and replaces any other prior verbal or written agreement.

6.4.2 Subject to clause 6.5.2, the parties agree that any terms implied by sections 13 and 14 of the Supply of Goods and Services Act 1982 are hereby excluded.



6.4.3 Subject to clause 6.5.2, the parties agree that except to the extent that it would contravene any law or cause this clause to be void or unenforceable, each party excludes all other terms implied into the Agreement in fact, at law, or on any other basis.

6.5 LIABILITY

6.5.1 Subject to clause 6.5.2, any loss or damage that occurs during the provision of Services or Optional Services shall be deemed to have occurred during the transportation portion of the Services and DHL's liability shall be limited by DHL's Terms and Conditions of Carriage.

6.5.2 Nothing in this Agreement limits any liability which cannot legally be limited, including, but not limited to liability for:

- (i) death or personal injury caused by negligence; and
- (ii) fraud or fraudulent misrepresentation.



6.6 GOVERNING LAW

This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed exclusively by and construed in accordance with the laws of England and Wales and the parties submit to the exclusive jurisdiction of the English courts.



