

SECRETARY OF STATE FOR HEALTH AND SOCIAL CARE

and

TLD Sachets Limited

AGREEMENT OF VARIATION #3

Relating to Contract Ref: C189266 - Purchase of finger stalls, Headbands and wristbands dated 27th July 2023.

THIS AGREEMENT is signed and dated on the date of the Authority's signature (the "Agreement")

BETWEEN:

- (1) The Secretary of State for Health and Social Care as part of the Crown through the UK Health Security Agency of 10 South Colonnade, London, E14 4PU (the "Authority"); and
- (2) TLD Sachets Limited, a company registered in England with registration number 06234518, whose registered office is at 7 Hecham Way, Higham Ferrers, Rushden, Northamptonshire, NN10 8LX. (the "Supplier"),

together the "Parties" and each a "Party"

BACKGROUND:

- A. The Authority and the Supplier are Parties to a contract: Purchase of finger stalls, Headbands and wristbands dated 27th July 2023– Contract Reference: C189266 (the "Contract").
- B. 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 With effect from the date of the Authority's signature of this variation, (the "Variation Date") the Parties agree to amend the Contract.
- 2.2 The Contract value has been increased from £159,879.00 (one hundred and fiftynine thousand, eight hundred and seventy-nine pounds only) to £184,987.00 (one hundred and eight-four thousand, nine hundred and eighy-seven pounds only)
- 2.3 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.

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For and on behalf of the Supplier:	For and on behalf of the Authority:
Full Name:	Full Name:
Job Title/Role:	Job Title/Role:
Date Signed: 18/5/2025	Date Signed: 19th May 2025