

NHS ENGLAND (1)

AND

**University Hospitals Bristol and (2)
Weston NHS Foundation Trust**

Contract for Specialist Pharmacy Service

CONTRACT EXTENSION AGREEMENT

Atamis Contract Reference: C110949

Atamis Business Case Reference: BC-25184

THIS EXTENSION AGREEMENT is made on the date of last signature

BETWEEN:

- (1) **NHS England** of Wellington House, 133 – 155 Waterloo Road, London SE1 8UG (“**the Authority**”); and
- (2) **University Hospitals Bristol and Weston NHS Foundation Trust** of Trust Headquarters, Marlborough Street, Bristol BS1 3NU (“**the Supplier**”).

Each a “**Party**” and together referred to as “**the Parties**”.

BACKGROUND:

- (A) The Authority and the Supplier entered into a contract entitled “Specialist Pharmacy Services” on 4 January 2023 for the period commencing 1 September 2022 and ending 31 March 2025 (“**the Contract**”).
- (B) By letter dated 27 March 2025, the Authority confirmed its intention to extend the Contract for a further period of twelve (12) Months. The Supplier accepted this extension and continued to provide the Services with effect from 1 April 2025.
- (C) This agreement (“**Extension & Variation Agreement**”) formally documents the extension referred to in Paragraph (B) and the associated Contract Price. In addition, it records a further agreement between the Parties that the Contract may be terminated by the Authority on three (3) Months’ notice (provided notice expires at the end of a Quarter) and the associated variation to the Contract.

IT IS AGREED as follows:

1. **Definitions and Interpretation**

- 1.1. Capitalised words and phrases in this Extension & Variation Agreement shall have the meanings given to them in the Contract.

2. **Commencement and Effect**

- 2.1. This Extension & Variation Agreement shall take effect (or be deemed to have taken effect) on 1 April 2025 ("**Effective Date**").
- 2.2. With effect from the Effective Date, the Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Extension & Variation Agreement.

3. **Contract Extension**

- 3.1. The Supplier and the Authority have mutually agreed to extend the Contract by twelve (12) months and to amend Clause 2 of Schedule 1 to the Contract (Key Provisions) as follows:

"This Contract shall commence on the Commencement Date and the Term of this Contract shall expire on 31 March 2026".

4. **Termination for Convenience**

- 4.1. The Authority has required, and the Supplier has agreed, that the Contract shall be terminable by the Authority on not less than three (3) months notice provided that such notice shall expire at the end of a Quarter.
- 4.2. To give effect to Clause 4.1 of this Extension & Variation Agreement, the Parties agree that:

- 4.2.1. Clause 22 of Schedule 1 to the Contract (Key Provisions) is reinstated and the box is checked;

- 4.2.2. Clause 22.1 is deleted and replaced with the following:

- "The Authority may terminate this Contract by issuing a Termination Notice to the Supplier at any time on not less than three (3) months' written notice provided that such notice shall take effect on the last day of the Quarter in which it expires".

- 4.2.3. Clause 22.2 is deleted; and

4.2.4. Schedule 4 to the Contract is amended to include the following defined term:

“Quarter”	means a period of three calendar months commencing on 1 April, 1 July, 1 October or 1 January;
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5. **Contract Price**

- 5.1. For the period between 1 April 2025 and 31 March 2026, the Parties agree that the Contract Price shall be the sum of four hundred and sixty four thousand nine hundred and twenty pounds and seventy eight pence (£464,920.78) exclusive of VAT.
- 5.2. To give effect to Clause 5.1 of this Extension & Variation Agreement, the Parties agree that the Schedule 6 to the Contract (Commercial Schedule) is amended to include the following lines in the table:

	Contract Price
Q1 (25/26)	£116,230.20
Q2 (25/26)	£116,230.20
Q3 (25/26)	£116,230.19
Q4 (25/26)	£116,230.19

6. **Extra Key Provisions**

- 6.1. Schedule 1 to the Contract (Key Provisions) will be amended to include the following Clause:
1. During the period from 1 April 2025 to 31 March 2026:
- 1.1 the Contract shall follow the NHS England Contract Management Framework.
- 1.2 The Supplier shall attend the Contract Performance Board meetings arranged by the Authority to ensure compliance with the KPIs as per the principles within NHS England Contract Management Framework.

7. **General**

- 7.1. This Extension & Variation 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.
- 7.2. Subject to Clause 22 of Schedule 2 to the Contract (which shall apply to disputes arising out or in respect of this Extension & Variation Agreement), 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 Extension & Variation Agreement or its subject matter

IN WITNESS OF WHICH the Parties have signed this Extension & Variation Agreement on the date(s) shown below:

Signed by [REDACTED] on behalf of the

University Hospitals Bristol and Weston NHS Foundation Trust:

[REDACTED]

Full Name: [REDACTED]

Job Title/Role: [REDACTED]

Date Signed: 15/5/25

Signed by [REDACTED] on behalf of the **NHS**

[REDACTED]

Full Name: [REDACTED]

Job Title/Role: [REDACTED]

Date Signed: 06/06/2025