



Government  
Legal Department

THE DEPARTMENT OF HEALTH AND SOCIAL CARE

and

SIVA PLASTICS LIMITED

AGREEMENT OF VARIATION

relating to the supply of clinical waste bags



**THIS AGREEMENT** is signed and dated 25 November 2020 (the “**Agreement**”)

**BETWEEN:**

- (1) The Department of Health and Social Care of 39 Victoria St, Westminster, London SW1H 0EU (the “**Authority**”); and
- (2) Siva Plastics Limited a company registered in England and Wales with registration number 2409513 whose registered office is at Spitfire House, Hazel Road, Woolston, Southampton, SO19 7GB, United Kingdom (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 clinical waste bags dated 23 June 2020 (the “**Contract**”).
- B. The Parties wish to extend the term of the Contract, include the provision of storage services in relation to the Goods and to incorporate a revised delivery schedule. Consequently, 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 this Agreement (the “**Variation Date**”) the Parties agree to amend the Contract as follows:

- (a) The following words shall be added to the end of Section 6 (Deliverables) of the Order Form of the Contract:

The Parties have agreed that the Supplier will provide additional warehousing services in order to temporarily store the [REDACTED] units yet to be delivered under the Contract (**Undelivered Goods**) prior to their delivery to the Authority in accordance with the Contract. The Parties have agreed that in consideration of the Supplier storing and arranging freight of the Undelivered Goods, the



Authority shall pay the charges set out in section 9 (Charges) below. The Supplier shall provide safe and secure storage of the Undelivered Goods in accordance with the Contract, until their delivery to the Authority (or such other delivery location as the Authority may elect), such delivery shall be in accordance with the revised delivery schedule set out in Appendix 1 of this Agreement. For the avoidance of doubt, title and risk in the Undelivered Goods shall pass from the Supplier to the Authority in accordance with the Contract.

- (b) The Parties acknowledge and agree that, in accordance with Section 8 (Term) of the Order Form, the Authority has duly exercised its right to extend the Contract so that the Expiry Date shall now be 26 March 2021.
- (c) The following words shall be added at the end of Section 9 (Charges) of the Order Form of the Contract:

In consideration of the Supplier arranging the storage and freight of the Undelivered Goods in accordance with Section 6 (Deliverables) above from 2 November 2020 up to and including 26 March 2021, the Authority shall pay to the Supplier a total sum of [REDACTED] plus VAT (if and to the extent applicable), which shall be invoiced weekly in accordance with the schedule provided at Appendix 1 of this Agreement. Such undisputed invoices are to be paid by the Authority in accordance with the Contract.

- 2.2 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:



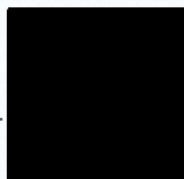
Name of Officer:



Position in Organisation:

DIRECTOR – PPE BUY & MAKE

Signed for and on behalf of **Siva Plastics Limited** by:



Name of Officer:



Position in Organisation:

Director



Appendix 1

(Delivery Schedule and Additional Charges for Undelivered Goods)

