

VARIATION AGREEMENT

THIS AGREEMENT is made on 11th October 2021

BETWEEN:-

- (1) **THE SECRETARY OF STATE FOR EDUCATION** whose Head Office is at Sanctuary Buildings, Great Smith Street, London, SW1P 3BT (the "**Department**"); and
- (2) **Health Management Limited** (No: 04369949) whose registered office is situated at Ash House, The Broyle, Ringmer, East Sussex, BN8 5NN ("**Contractor**").

RECITALS:-

- (A) The Department and the Contractor entered into a contract for Services dated 04/12/2017 with the Department's reference number of RD1000901 ("**Original Contract**") for the purposes of Occupational Health Services, Employee Assistance Programmes and Eye Care Services.
- (B) The Department and the Contractor have agreed to vary the terms of the Original Contract as set out in this Agreement.
- (C) The Department's reference number for this Variation Agreement is 02.

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 Original Contract in accordance with Clause 22.1.

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 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.

**Authorised to sign for and on behalf of the
Secretary of State for Education**

Signature
<Redacted>

Date

16/12/2021
Name in Capitals

<Redacted>

Address in full
Sanctuary Buildings,
Great Smith Street,
London,
SW1P 3BT

**Authorised to sign for and on behalf of the
Health Management Limited**

Signature
<Redacted>

Date
16/12/2021

Name in Capitals
<Redacted>

Address in full
Ash House,
The Broyle,
Ringmer,
East Sussex,
BN8 5NN

ANNEX 1

VARIATIONS TO ORIGINAL CONTRACT

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

1. All services (including Occupational Health and Employee Assistance Services) are to be provided to the Department and its Executive Agencies across all its sites. In addition to these services HML (Health Management Limited) will also provide:

Provision of a voucher scheme to allow Department for Education Employees between the ages of 18-49 access to a Flu Vaccination.

The cost per vaccination payable is **<Redacted>**
up to a maximum value of **<Redacted>**
based on an assumption of a 40% take-up by the eligible 18-49 group i.e 1880 people plus a **<Redacted>**
charge for implementation of the programme.

The programme will be manager through a dashboard to enable monitoring of uptake.