**Form of contract relating to:**

**Contract Variation Document**

**Dated the day of 2017**

**Variation of the public health locally commissioned pharmacy contract**

**between**

**Brighton & Hove City Council**

**and**

**[Contractors name]**

.

**THIS CONTRACT** is made and entered into this day of 2017

**BETWEEN**

1. **BRIGHTON & HOVE CITY COUNCIL** of King’s House, Grand Avenue, Hove BN3 2LS (hereinafter called “the Employer”); and
2. [**CONTRACTOR’S NAME**] whose registered office is situated at [REGISTERED ADDRESS] (Company No. ) **(**hereinafter called “the Contractor”)

**WHEREAS** the parties have entered into a contract relating to [NAME OF CONTRACT BEING VARIED ] dated [ ] (‘Original Contract’) and now wish to vary the Original Contract as follows

**IT IS AGREED** as follows :-

1. The Original Contract shall be varied to provide
   1. **NRT e-voucher scheme**
   2. **smoking cessation support for Brighton and Hove residents under 16 years of age (12 – 15 years).**
2. The NRT e-voucher scheme must be delivered in accordance with the NRT e-voucher specification which outlines the protocols for delivery of this service. Refer to **Appendix 1**.
3. Smoking cessation services for young people 12-15 years of age should be delivered in accordance with the service specification Young people under 16 years (12yrs – 15yrs) Smoking Cessation and appendices refered to within the specification. Refer to **Appendix 2**.

3. The terms of the Original Contract shall continue to apply

4. If the Contractor shall have offered or given or agreed to give any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of this contract or any other contract with the Employer or for showing or forbearing to show favour or disfavour to any person in relation to this contract or any other contract with the Employer or if the like acts shall have been done by any person employed by him or acting on his behalf (whether with or without the knowledge of the Contractor) or if in relation to any contract with the Employer the Contractor or any person employed by him or acting on his behalf shall have committed any offence under the Bribery Act 2010 or shall have given any fee or reward the receipt of which is an offence under sub-sections (2) and (3) of section 117 of the Local Government Act, 1972, then and in any such cases the Employer shall be entitled to terminate this contract immediately and to recover from the Contractor the amount of any loss resulting from such termination.

IN WITNESS whereof the parties hereto have executed this Agreement as a deed the day and year first herein written

SIGNED for and on behalf of

BRIGHTON & HOVE CITY COUNCIL:

Signature: ...................................................................

Name:...................................................................

Position: ...................................................................

SIGNED for and on behalf of

CONTRACTOR :

Signature: ...................................................................

Name:...................................................................

Position: ...................................................................

DATED 2017

BRIGHTON & HOVE CITY COUNCIL

and

[Contracts organisation]

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C O N T R A C T

relating to:

VARIATION OF THE PUBLIC HEALTH LOCALLY COMMISSIONED PHARMACY CONTRACT

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Abraham Ghebre-Ghiorghis

Head of Legal & Democratic Services

Brighton & Hove City Council

Hove Town Hall,

Norton Road,

Hove

BN3 3BQ