



Order

ORDER NO: SER/0722	DATE OF ORDER: 28 November 2017
---------------------------	--

(to be quoted on all invoices and correspondence relating to this Order)

<p>FROM: (the Customer)</p> <p>Gayle Webb Water Services Regulation Authority (Ofwat) Centre City Tower 7 Hill Street Birmingham B5 4UA</p> <p>E: gayle.webb@ofwat.gsi.gov.uk Tel: +44 (0)121 644 7788 www.ofwat.gsi.gov.uk</p>	<p>TO: (the Contractor)</p> <p>[REDACTED] Deloitte LLP Athene Place 66 Shoe Lane London EC4A 3BQ</p> <p>[REDACTED]</p>
<p>SERVICES TO BE DELIVERED TO</p> <p>Ofwat, 4th Floor, 21 Bloomsbury Street, London, WC1B 3HF</p> <p>With travel as required to:</p> <p>Ofwat, Centre City Tower, 7 Hill Street, Birmingham, B5 4UA</p>	<p>INVOICE ADDRESS</p> <p>Email: finance@ofwat.gsi.gov.uk</p> <p>or</p> <p>Finance Team Water Services Regulation Authority (Ofwat) Centre City Tower 7 Hill Street Birmingham B5 4UA</p>
<p>Any Contract arising from this Order shall be governed by the Call-Off Terms and Conditions as set out in the Ofgem Framework Agreement for Economic, Financial and Related Consultancy Services, between the Gas and Electricity Markets Authority and Deloitte LLP effective from 1 September 2015; the Customer's Invitation to Tender (ITT) dated 24 October 2017; the Contractor's revised tender dated 14 and 24 November 2017 including additional Curriculum Vitae; and any enhancements thereto and provisions expressly listed herein.</p>	

Lot/sublot: 4A – General Corporate Finance Issues

Framework Alternative and/or Additional Clauses

Clause 10: Use of Contractor's Employees of the schedule 5 call off Terms is applicable in the provision of this Service.

Programme: Finance and Governance

Requirement: Interim Support with Analysis on Financial Risks (PROC.04.0133)

Security Requirements

This Contract is subject to the satisfactory completion of Baseline Personal Security Standards clearance.

Term

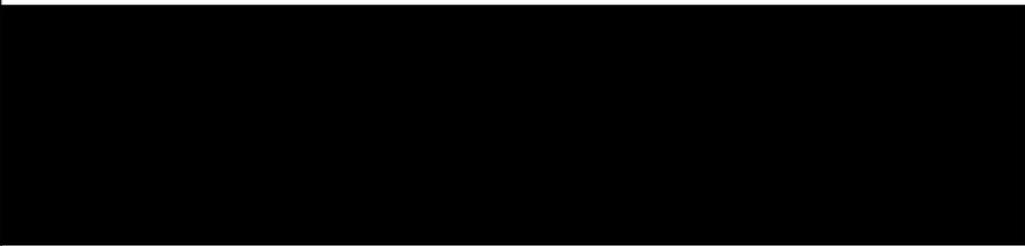
Contract Commencement Date: 30 November 2017.

Contract Expiry Date: 28 February 2018; or when the Cap price is reached, whichever is the first to occur. Unless extended or terminated in accordance with this Contract.

The Customer will give the Contractor 10 (ten) working days' notice should we wish to conclude the Contract before the Contract expiry date.

Charges per Working Day

The table below provides the charges per Working Day for the Key Personnel involved in the performance of the Services.



Contract Capped Price

Customer spend under this Contract is restricted to a maximum £144,000 ("the Capped Contract price Charges"). Charges applicable to the Contract are set out below:

Key Personnel	Estimated last working day	Contract Charges per day (£)*	Maximum no. of chargeable days	Maximum Contract Value ex VAT and travel outside London
---------------	----------------------------	-------------------------------	--------------------------------	---



*A Working Day is 8 hours excluding lunch break and travelling time. Minimum of 30 minutes lunch break must be taken.



The day rates are all inclusive with the sole exceptions of:

- Disbursement for travel and accommodation expenses for travel outside London; and
- Value Added Tax.

Any business travel or accommodation allowances required in connection with the project must be in accordance with the travel and accommodation rates as attached at Appendix A and will be reimbursed on acceptance of receipts and where appropriate a mileage log.

The Customer will not pay for:

- Any items which it regards as part of the Contractor's overheads (for example: word processing, secretarial time, cost of faxes and telephone charges);
- Any mark-up on disbursements;
- Travelling time unless the Customer project manager has authorised in advance the payment of travelling time.

Invoice Procedure and Payment Profile

Monthly invoices will require details of work dates / times and brief description of tasks covered.

Payment will be made within thirty (30) days of receipt by the Customer of a valid invoice from the Contractor. Payment will be made electronically via Banks Automated Clearing Services (BACS).

All invoices shall contain the following information:

- the Order number (as stated above);and
- the line value; total value excluding Value Added Tax (VAT), the VAT percentage and total value including VAT.

The Customer will not pay extra for commuting to the main location (London). The Contractor will need to pay for any related travel and accommodation in connection with travelling outside London and then will need to reclaim the expenses via the Contractor's invoice. Any travel and accommodation required in connection with the project will be reimbursed on acceptance of receipts and where appropriate a mileage log. Any travel and accommodation must be in accordance with the travel and accommodation rates as set out in Appendix A and as may be updated from time to time.

Invoices must not contain the Contractor's terms and conditions, nor can reference be made to the Contractor's terms and conditions. Invoices with the Contractor's terms and conditions printed on them or referred to therein will not be accepted by the Customer.

Policies

The Contractor must ensure that the Key Personnel complies with Ofwat's Policies available to the Key Personnel via the Customer's Intranet whilst working under this Contract.

Customer's Contract Management

The Customer's Contract Manager will be:

Gayle Webb - Senior Accountant

Telephone no: +44 (0)121 644 7788

Email address: gayle.webb@ofwat.gsi.gov.uk

As the Key Personnel will be working under the direct supervision of Ofwat personnel and at Ofwat premises, their work will not be subject to the Contractor's review or quality control procedures. Accordingly the Contractor will have no responsibility for the Key Personnel's work during the Secondment.

Share Dealing

The Contractor acknowledges that certain of the Confidential Information may be unpublished price-sensitive information in relation to any company and that the Contractor is aware of relevant obligations, prohibitions and restrictions relating to such information under the applicable law and regulations in any relevant jurisdiction and that those of the Contractor's Staff, servants, agents or Sub-Contractors into

whose knowledge such Confidential Information may come are aware of such obligations, prohibitions and restrictions.

The Contractor shall use reasonable endeavours to procure that the Key Personnel shall not, apply for, purchase or sell or otherwise deal for profit in shares, options or any other securities in any water or sewerage company in England and Wales during the Contract and for 8 weeks after the Contract has completed.

Tax Arrangement

The Water Services Regulation Authority may at any time during the term of this Contract request from Deloitte LLP to provide information which demonstrates how the Contractor complies with Income Tax (Earnings and Pensions) Act 2003 (ITEA) and Social Security Contributions and Benefits Act 1992 (SSCBA) all other statutes and regulations relating to income tax and National Insurance Contribution (NIC).

Amendments:

Any amendments to the Contract must be agreed in writing in accordance with the provisions of Clause 6.3 of the Call-Off Terms and Conditions as set out in the Economic, Financial and Related Consultancy Services framework agreement.

Formation of Call Off Contract

BY SIGNING AND RETURNING THIS ORDER FORM THE CONTRACTOR AGREES to enter into a legally binding contract with the Customer to provide to the Customer the Services specified in the Service Order Requirements set out in this Order Form incorporating the rights and obligations in the Call-Off Terms and Conditions set out in the Framework Agreement entered into by the Contractor and the Gas and Electricity Markets Authority effective from 1 September 2015.

Signed for and on behalf of CUSTOMER

Name CATHRYN ROSS

Title: CHIEF EXECUTIVE

Signature

Date: 28/11/17

Signed for and on behalf of CONTRACTOR

Name:

Title:

Signature:

Date:



28/11/17

Appendix A

Travel and Accommodation Rates

Receipts must be submitted with all claims and must be in accordance with these rates.

Accommodation:

Paid on actual expenditure within the following prescribed ceilings:

London	£165
Elsewhere	£115
Private residence	£25

These rates cover a 24 hour period for accommodation only, inclusive of VAT, receipts must be submitted.

Mileage Rates:

25p per mile

Rail Travel

The actual cost of public transport (normally rail) may be reimbursed. Economy Class (second class) rail tickets should be purchased.

