

DPS FRAMEWORK SCHEDULE 4: LETTER OF APPOINTMENT AND CONTRACT TERMS

Part 1: Letter of Appointment



Ministry of Housing,
Communities &
Local Government

Dear Sirs

Letter of Appointment

This letter of Appointment dated 13 June 2020, is issued in accordance with the provisions of the DPS Agreement (RM6018) between CCS and the Supplier.

Capitalised terms and expressions used in this letter have the same meanings as in the Contract Terms unless the context otherwise requires.

Order Number:	CPD/004/120/201
From:	Ministry of Housing, Communities and Local Government ("Customer")
To:	BRE Global Limited ("Supplier")

Effective Date:	22 June 2020
Expiry Date:	End date of Initial Period: 21 August 2021 (14 month term) End date of Maximum Extension Period: 21 February 2022 Minimum written notice to Supplier in respect of extension: 14 days

Services required:	Set out in Section 2, Part B (Specification) of the DPS Agreement and refined by: · the Customer's Statement of Requirements attached at Annex A and the Supplier's Proposal attached at Annex B.
--------------------	--

Key Individuals:	REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED
------------------	--

OFFICIAL

	REDACTED REDACTED REDACTED REDACTED
Guarantor(s)	Not Required

Contract Charges (including any applicable discount(s), but excluding VAT):	£129,950.50 excl VAT
Insurance Requirements	Additional public liability insurance to cover all risks in the performance of the Call-Off Contract, with a limit of £10 million per occurrence. Additional employers' liability insurance with a limit of £10 million per occurrence. Additional professional indemnity insurance adequate to cover all risks in the performance of the Call-Off Contract with limit of £5 million in the aggregate. Product liability insurance cover all risks in the provision of Deliverables under the Call-Off Contract, with a limit of £10 million in the aggregate.
Liability Requirements	Suppliers limitation of Liability (Clause 18.2 of the Contract Terms); 125% of the Contract charges payable to the Supplier under this Contract.
Customer billing address for invoicing:	REDACTED

GDPR	Not applicable at the outset of the contract. <i>If the need for processing of personal data arises, the parties will complete Contract Terms Schedule 7 (Processing, Personal Data and Data Subjects).</i>
Alternative and/or additional provisions (including Schedule 8 (Additional clauses)):	None

OFFICIAL

FORMATION OF CONTRACT

BY SIGNING AND RETURNING THIS LETTER OF APPOINTMENT (which may be done by electronic means) the Supplier agrees to enter a Contract with the Customer to provide the Services in accordance with the terms of this letter and the Contract Terms.

The Parties hereby acknowledge and agree that they have read this letter and the Contract Terms.

The Parties hereby acknowledge and agree that this Contract shall be formed when the Customer acknowledges (which may be done by electronic means) the receipt of the signed copy of this letter from the Supplier within two (2) Working Days from such receipt

For and on behalf of the Supplier:

For and on behalf of the Customer:

Name and Title:

Name and Title:

Signature:

Signature:

Date:

Date:

OFFICIAL

ANNEX A

Customer Project Specification

As set out in the Customer's document ref "*CPD_004_120_201; Attachment 3 - Statement of Requirements v1.0*" dated 17 April 2020.

OFFICIAL

ANNEX B

Supplier Proposal

As set out in the Supplier's Proposal No P117940 ref "*CPD_004_120_201; Means of Escape for Disabled People V1*" dated 20 May 2020 and price response ref "*CPD_004_120_201; Attachment 4 - Price Schedule*" dated 20 May 2020.

Part 2: Contract Terms

As set out in document ref "05_CPD_004_120_201; RM6018-Contract-terms_v1.0".