

Revised Version 6 - August 2016

FRAMEWORK SCHEDULE 4

Part 1: Pro Forma Letter of Appointment

Deloitte LLP, 2 New Street Square, London, EC4A 3BZ

18th August 2016

Dear Sirs,

1. **Contract for the provision of consultancy services by Deloitte LLP, 2 New Street Square, London, EC4A 3BZ as Supplier to Highways England Company Ltd, Bridge House, 1 Walnut Tree Close, Guildford GU1 4LZ as Customer pursuant to the consultancyONE Framework Agreement (RM 1502) dated 18/02/2013 between the Minister for the Cabinet Office acting through Crown Commercial Service as the Authority and the Supplier We refer to the above-mentioned consultancyONE Framework Agreement (the “Framework Agreement”). For the purposes of this Letter of Appointment:**
 - capitalised terms and expressions used in this Letter of Appointment have the same meanings given to them in or pursuant to the Call-Off Terms attached to this Letter of Appointment unless the context otherwise requires;
 - references to Appendices are references to the appendices to this Letter of Appointment; and
 - the Appendices shall form part of this Letter of Appointment.
2. This Letter of Appointment constitutes an Order for the provision by you to us of the Contract Services (specified in Appendix 1) from the Effective Date (specified in Appendix 1) on the basis of the Day Rates / Contract Charges (set out in Appendix 2) and, save as varied and / or supplemented pursuant to the provisions (set out in Appendix 3) in accordance with the Call-Off Terms.
3. This Order is placed under Lot number 2.1 of the Framework Agreement.
4. The Supplier’s Representative with overall responsibility for the supply of the Contract Services is **Redacted** and the Key Personnel assigned to the supply of the Contract Services are none.
5. The Customer’s Representative for the purpose of the Contract is **Redacted** and any disputes in relation to the Contract shall be escalated as follows: In the first instance they shall be resolved between **Redacted** and **Redacted**. Where unresolved disputes will be escalated of behalf of the Customer by **Redacted** and on behalf of the Supplier to **Redacted**.
6. The Base Location from which the Contract Services will be performed is Deloitte's London offices.
7. N/A
8. N/A

9. For the purposes of the Contract, the address of each Party is:

- for the Customer:

Highways England Company Ltd, Bridge House, 1 Walnut Tree Close, Guildford GU1 4LZ

For the attention of: **Redacted**
Tel: **Redacted**
Email: **Redacted**
Facsimile: n/a

- for the Supplier:

Deloitte LLP, 2 New Street Square, London, EC4A 3BZ

For the attention of: **Redacted**
Tel: **Redacted**
Email: **Redacted**
Facsimile: n/a

10. The Customer hereby confirms that the applicable law for this contract shall be the laws of England & Wales.

Please would you return the attached duplicate of this Letter of Appointment with the acknowledgement signed by the appropriate authorised Partner within your organisation.

You should be aware that by signing and returning this Letter of Appointment you will have entered into a legally binding contract with us to supply the Contract Services specified in Appendix 1 and represent and warrant that you have carried out a conflict check in relation to such contract that revealed no conflicts of interest.

Yours faithfully

For and on behalf of Highways England

I hereby confirm receipt of the above Letter of Appointment and the agreement of Deloitte LLP to provide to Highways England the Contract Services as specified in the Letter of Appointment in accordance with its terms.

Signed:

Date:

Name:

Status: Partner, Deloitte LLP