



Department  
for Environment  
Food & Rural Affairs

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Aon UK Limited  
The Aon Centre,  
The Leadenhall Building,  
122 Leadenhall Street,  
London,  
EC3V 4AN

**Your ref:**  
**Our ref:** 65681  
**Date:** 25<sup>th</sup> Nov 22

Dear Sirs,

**Contract for the Provision of Insurance Brokerage and Associated Services (000964)**

This Letter of Appointment acts as an Appointment under this Contract issued in accordance with Clause 7 of the Framework Agreement and the Invitation to Tender. The Provider in their capacity as a Broker agrees to supply the Services specified below in accordance with the terms of this Letter of Appointment which incorporates the Providers Terms of Business Agreement and the Call Off Terms annexed hereto for the Term specified below.

For the avoidance of doubt, capitalised terms and expressions used in this Letter of Appointment have the same meanings given to them in or pursuant to the Contract attached to this Letter of Appointment unless the context otherwise requires. Where capitalised terms and expressions used in this Letter of Appointment or the Contract are not defined in the Contract attached to this Letter of Appointment then they shall have the same meanings given to them in the Framework Agreement.

The Provider shall:

- (i) provide the Services to the Contracting Authority in accordance with the provisions of the Contract and the Providers Terms of Business Agreement for the Term;
- (ii) comply with all reasonable instructions given to them by the Contracting Authority in relation to provision of the Services and co-operate at all time with the Contracting Authority and the Contracting Authority's staff;
- (iii) immediately report to the Contracting Authority any matters which involve or could potentially involve a Conflict of Interest. Providers should wherever possible ensure that they minimise the risk of conflict in their supply chain and subsidiary or associated group of companies;
- (iv) ensure that neither it, nor any of its affiliates or Key-Subcontractor brings the Contracting Authority into disrepute, regardless of whether or not such act or

omission is related to the Provider's obligations under this Contract;

- (v) comply with the Contracting Authority's internal policies and procedures in each case as notified to the Provider in writing by the Contracting Authority (or if agreed between the Contracting Authority and the Provider, provide evidence to the Contracting Authority of the Providers internal policies and procedures for the Contracting Authority to confirm that these are adequate); and
- (vi) comply with government and FCA codes and practices in force from time to time (including but not limited to policies, procedures, codes and practices relating to staff vetting, security, equality and diversity, confidentiality undertakings and sustainability).

The Provider shall not:

- (i) incur any costs which could result in any estimated figure for any element of the Services being exceeded without first gaining the approval of the Contracting Authority; or
- (ii) engage in any conduct which in the reasonable opinion of the Contracting Authority could be potentially detrimental to the reputation of the Contracting Authority.

Both Parties shall take all necessary measures to ensure the health and safety of the other Party's Staff, employees, consultants and agents visiting their premises.

No variation of this Contract shall be effective unless it is carried out in accordance with Clause 28 of the Contract. For the avoidance of doubt any variation must be in writing and signed by both Parties or an authorised representative of each Party.

Each Party must comply with Clause 22 of the Contract relating to Confidential Information and acknowledges the importance of this Clause.

Subject to the rights in relation to Confidential Information and Commercially Sensitive Information within the Framework Agreement and Contract, the Contracting Authority shall be entitled to publicise this Contract in accordance with any legal obligation placed upon the Contracting Authority including any examination of this Contract by the Auditors.

The Provider acknowledges that the Contracting Authority is subject to the requirements of the Freedom of Information Act and the Environmental Information Regulations and shall assist and cooperate with the Contracting Authorities reasonable requests to enable the Contracting Authority to comply with its obligations as set out in the Framework Agreement and Contract.

The Provider shall not, and shall procure that its Key Sub-Contractors, Staff, affiliates, officers, auditors, directors or board or executive, potential reinsurers or regulators shall not, make any press announcements or publicise this Contract in any way without first obtaining written approval from the Contracting Authority.

For the purposes of the definition of Restricted Countries in Clause 1 of this Contract, the Contracting Authority confirms that [India, US, Singapore, Japan, Australia ] is a non-Restricted Country.

**FROM**

<b>Contracting Authority</b>	The Environment Agency
<b>Address</b>	Horizon House, Deanery Road, Bristol, BS1 5AH
<b>Invoice Address</b>	<div></div> Shared Services Connect Limited  SSCL AP, Environment Agency, PO Box 790, Newport Gwent, NP10 8FZ
<b>Contact Ref:</b>	Ref: 65681  Name: <div></div>  Phone:  e-mail: <div></div>

**TO**

<b>Provider:</b>	Aon UK Limited
<b>Address:</b>	The Aon Centre,  The Leadenhall Building,  122 Leadenhall Street,  London,  EC3V 4AN
<b>Contact Details</b>	Name: <div></div>  Phone:  Email: <div></div>

## **1. TERM**

### **1.1 Commencement Date**

1.1.1 This Contract shall commence on: 1/10/22

### **1.2 Expiry Date**

1.2.1 This Contract shall expire on: 31/3/26, with the option to extend at the discretion of the authority for a further 1+1 years.

## **2. APPLICABLE LAW**

**The Contracting Authority confirms that the applicable law for this Contract shall be the law of England & Wales.**

## **3. KEY SUB-CONTRACTORS**

**We hereby consent to the appointment of the following Key Sub-Contractors in connection with the provision of the Contract Services:**

N/A

#### **4. SERVICES**

**See Appendix 5.**

#### **5. AMMENDMENTS TO TERMS AND CONDITIONS**

**None.**



#### **6. PAYMENT PROVISIONS**

<b>Contract Price</b>	See Appendix 3
<b>Funding</b>	
<b>Invoicing Arrangements</b>	<b>Send invoice to invoice address quoting Purchase Order number.</b>



#### **SIGNATORY PAGE:**

**BY SIGNING AND RETURNING THIS LETTER OF APPOINTMENT THE PROVIDER AGREES** to enter a legally binding contract with the Contracting Authority to provide to the Contracting Authority the Services specified in this Letter of Appointment (together with where completed and applicable, the mini-competition order (additional requirements) set out in this Letter of Appointment) incorporating the rights and obligations in the Terms and Conditions set out in the Framework Agreement entered into by the Provider and YPO and the Provider's Terms of Business Agreement.

For and on behalf of the Provider:

Name and Title	
Signature	
Date	07/12/22

For and on behalf of the Contracting Authority:

Name and Title	
Signature	
Date	07/12/22

## **APPENDIX 2**

### **PROVIDERS TERMS OF BUSINESS AGREEMENT**

The framework terms and conditions will take precedence.

**Aon Information Pack for 1<sup>st</sup> October 22 to 31<sup>st</sup> March 23 linked below. The Information Pack is updated annually**



Environment  
Agency - Informatio

**Appendix 3:**

**PRICES FOR SERVICES**

<b>Year 1</b> 1 Oct 22 to 31 Mar 23	<b>Year 2</b> 1 Apr 23 to 31 Mar 24	<b>Year 3</b> 1 Apr 24 to 31 Mar 25	<b>Year 4</b> 1 Apr 25 to 31 Mar 26	<b>Year 5</b> 1 Apr 26 to 31 Mar 27	<b>Year 5</b> 1 Apr 27 to 31 Mar 28
£7,500	£12,300	£13,500	£14,900	To be agreed £15,000 estimated	To be agreed £15,000 estimated



## Appendix 4

### CALL-OFF TERMS AND CONDITIONS VARIATION FORM

#### CALL-OFF TERMS AND CONDITIONS FOR SERVICES

[Name of Lot] .....

No of Letter of Appointment being varied:.....

Variation Form No:.....

#### BETWEEN:

[ ..... ] ("the Contracting Authority")

and

[ Aon Ltd ..... ] ("the Provider")

1. The Letter of Appointment is varied as follows; [list details of the Variation]
2. Words and expressions in this Variation shall have the meanings given to them in the Contract.
3. The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

#### Authorised to sign for and on behalf of the Contracting Authority

Signature .....

Date .....

Name in Capitals .....

Address .....

#### Authorised to sign for and on behalf of the Provider

Signature .....

Date .....

Name in Capitals .....

Address .....

.....

.....

## **Appendix 5**

### **Insurance Placement**

- Collate all the necessary underwriting information from EA for quotation purposes
- Present this information back to insurers
- Negotiate renewal terms with insurers
- Present renewal terms to EA (both in a report and in person or online)
- Place the insurance policies with insurers
- Liaise with insurers regarding policy documents/certificates and check/send these to EA when received
- Invoice and collect the insurance premiums (unless payment is made direct to the insurer)

### **Insurance Tenders (every 3 to 5 years)**

- Manage the tender process:
  - Write the tender specification (with input from EA)
  - Evaluate the bids received (moderated by EA)
  - Set up new claims handling processes with insurers
  - Place the insurance cover with insurers as described above

### **Day to Day**

- Answer queries in relation to the insurance policies placed by Aon
- Respond to queries asked by the Insurer
- Liaise with EA/insurer as appropriate if not able to answer queries directly
- Issue No Claims / Claims Letters to individual EA drivers
- Place additional insurance coverage as and when required (subject to additional remuneration)

### **Claims Handling**

- Arrange quarterly claims meetings with EA and insurers to discuss the claims performance of the insurer; resolve claims issues; review claims Management Information and discuss large claims
- Troubleshoot issues from a claims handling perspective and liaise with the insurer's claims teams as appropriate

### **Claims Management Information**

- Produce quarterly claims Management Information reports
- Liaise with the Insurer to cleanse the claims data (to eradicate errors and duplications)

### **Other Meetings**

- Hold other meetings as appropriate to discuss wider risk issues such as risk management support

In addition, we can provide Risk Consulting services which are subject to additional fees. This includes but is not limited to:

1. Business Continuity Planning – writing plans/ testing plans
2. Captive feasibility and consulting
3. Claims consulting (supporting clients in preparing large / contentious claims)
4. Crisis management consulting
5. Fleet Risk Consulting
6. Health & Safety consulting
7. Property underwriting surveys
8. Risk quantification consulting (e.g. Total Cost of Risk exercises)
9. Solvency advisory
10. Supply chain risk management consulting