

**ORDER**

ORDER NO: **SER/0669**

Date of Order: **15 February 2017**

*(To be quoted on all correspondence relating to this Order)*

<p><b>FROM (Customer):</b></p> <p>Water Services Regulation Authority Centre City Tower 7 Hill Street Birmingham B5 4UA</p> <p>Customer's Representative: Emma-Jane Daly</p> <p>T: +44 (0) 121 644 7819 E: <a href="mailto:Emma-Jane.Daly@ofwat.gsi.gov.uk">Emma-Jane.Daly@ofwat.gsi.gov.uk</a></p>	<p><b>TO (Supplier):</b></p> <p>Badenoch &amp; Clark Millennium Bridge House 2 Lambeth Hill London EC4V 4BG</p> <p>Supplier's Representative: </p> <p></p>
<p><b>SERVICES TO BE DELIVERED TO:</b></p> <p>As above</p> <p>With travel as required to:</p> <p>4th Floor, 21 Bloomsbury Street, London, WC1B 3HF</p>	<p><b>INVOICE ADDRESS:</b></p> <p><a href="mailto:finance@ofwat.gsi.gov.uk">finance@ofwat.gsi.gov.uk</a></p> <p>or</p> <p>Finance Team Water Services Regulation Authority Centre City Tower 7 Hill Street Birmingham B4 5UA</p>
<p>This Order is subject to the Non-Medical, Non-Clinical Temporary and fixed terms staff (RM971) - NHS Conditions of Contracts.</p>	
<p><b>Framework/ Lot:</b> Non-Medical, Non-Clinical Temporary and fixed terms staff (RM971) - Corporate Functions (Public relations, communications, customer services, PALS) - Lot 4</p> <p>(a) On 19 January 2017 the Customer issued its Temporary Staff Request Form in respect of the provision of the Services;</p> <p>(b) The Supplier response dated 23 January 2017 submitted in response to the Temporary Staff Request Form and the candidate's interview on the 2 February 2017 (the "Tender");</p> <p>(c) On the basis of the tender, the Customer has selected the Supplier to provide the Services on the terms set out in this Order.</p>	

## Security Requirements

This Contract is subject to the satisfactory completion of Baseline Personnel Security Standard verification checks; any check not completed satisfactorily may result in the termination of the Contract.

## Tax Arrangement

The Water Services Regulation Authority may at any time during the term of this Contract request from Badenoch & Clark 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).

## Description of Services Requirement:

Interim Internal Communications Manager (**PROC.04.0111**)

### Job Purpose

Coordinate and deliver our day-to-day internal communications, organise internal events and campaigns, and develop new digital approaches to enable better communications and engagement for up to 250 staff members across two sites (Birmingham and London).

### Key Responsibilities

- Management of day-to-day digital channels, which includes a daily email briefing, and writing and editing intranet (SharePoint) news stories and blogs.
- Organise and deliver monthly Director's Briefing sessions for all staff (alternating video conference and tele conferences).
- Design, coordinate and deliver internal conference for all staff (delivered twice a year).
- Coordinating and executing monthly campaigns which will celebrate our people, focus on external activity in the water sector, and create a sense of excitement around housekeeping and compliance activity.
- Working with key projects and programmes as our communications lead on change, embedding our values and culture, and organisational development, alongside internal governance and assurance activity. This includes creating and delivering communications plans and strategies, and measuring the efficacy of our activity.
- Design and deliver a new regular digital newsletter.
- Support the development of a new intranet and ESN (likely to be SharePoint and Yammer respectively).
- With all of the above activities, work collaboratively with our people, developing and nurturing relationships, and building a good understanding of the sector we work within.

### Term

Contract Commencement Date: 21 February 2017

Contract Expiry Date: 31 August 2017; or when the Cap price is reached, whichever is the first to occur. Unless extended or terminated in accordance with this Call off Contract.

The Customer will give the Supplier 7 (seven) working days' notice should we wish to conclude the Contract early.

The Customer may elect to extend the Call off Contract duration beyond the 31 March 2017. In the event that the Customer wishes to extend the Call off Contract, the Customer shall notify the Supplier, 2 weeks before the end of the Contract Period or as soon as practicable thereafter. Any extension of Call off Contract will be by mutual agreement.

### Call off Contract Charges

Customer spend under this Call off Contract is restricted to a maximum **£41,582.88** ("the Capped Call off Contract Charges"), is all inclusive with the sole exception of travel and accommodation outside Birmingham and VAT.

Breakdown of Charges applicable to the Call off Contract:

Key Personnel	Charges per day (£)*	Maximum no. days **	Total Capped Price ex VAT and travel to London
			£41,582.88
<b>Total Capped Price including VAT</b>			<b>£49,899.46</b>

- A day is 7.5 hours

Invoicing should be carried out monthly in arrears. Payment will be made within thirty (30) days of receipt by the Customer of a valid invoice from the Supplier. The Customer shall pay invoice submitted by the Supplier in accordance with Clause 21 of the Call off Terms for the Supply of Non-Medical Non Clinical (NMNC) temporary and fixed terms staff (RM971)

Payment will be made electronically via Banks Automated Clearing Services (BACS).

\* A working day is 7.5 hours excluding lunch break; part days worked shall be charged on a pro-rata basis.

\*\* The Key Personnel will work 5 days per week.

Please note: The Customer will not pay extra for commuting to the main place of work. The Key Personnel will need to pay for any related travel and accommodation in connection with travelling to Birmingham and then will need to reclaim the expenses via the Supplier's invoice.

**OFFICIAL: COMMERCIAL - SENSITIVE**

as attached at Appendix A as updated and amended from time to time. Any travel and accommodation required in connection with the Call off Contract will be reimbursed on acceptance of receipts and where appropriate a mileage log.

**Share Dealing**

The Supplier shall use reasonable endeavours to procure that the Key Personnel does 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 Call off Contract.

**Review Meetings**

Customer's first point of contact for review meetings is:

Emma-Jane Daly - Principal - Communication  
T: +44 (0) 121 644 7819  
E: Emma-Jane.Daly@ofwat.gsi.gov.uk

Supplier's first point of contact for review meetings is:

[Redacted]

[Redacted]

**Variations to Contract:**

Any amendments to the Contract must be agreed in writing in accordance with the Clause 12 of the NHS Conditions of Contract.

**Formation of Call Off Contract**

BY SIGNING AND RETURNING THIS ORDER FORM THE SUPPLIER AGREES to enter 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 between the Supplier and the Minister for the Cabinet Office.

For and on behalf of the Supplier:

Name	[Redacted]
Title	[Redacted]
Signature	Recruitment consultant
Date	16.2.17

For and on behalf of the Customer:

Name	EMMA-JANE DALY
Title	MS.
Signature	
Date	17/02/2017.

## 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

A mileage log must be submitted (to/from, mileage/date, to see/purpose)

### Rail Travel:

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