

ATTACHMENT 5: 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 29th September 2020 is issued in accordance with the provisions of the Project Management and Full Design Team Services Agreement (RM3741) 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/004/121/099
From:	Ministry of Housing, Communities and Local Government ("Customer")
To:	Faithful + Gould Ltd ("Supplier")

Effective Date:	01 October 2020
Expiry Date:	End date of Initial Period 31 March 2022 End date of Maximum Extension Period 31 March 2023 Minimum written notice to Supplier in respect of extension: 14 days

Services required:	The Customer's Statement of Requirements attached at Annex A and the Supplier's Proposal attached at Annex B; and
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Key Individuals:	REDACTED
Guarantor(s)	Not Required

Contract Charges (including any applicable discount(s), but excluding VAT):	£1,986,382.87
Insurance Requirements	<p>Additional public liability insurance to cover all risks in the performance of the Call-Off Contract, with a minimum limit of £1 million for each individual claim.</p> <p>Additional employers' liability insurance with a minimum limit of £1 million indemnity.</p> <p>Additional professional indemnity insurance adequate to cover all risks in the performance of the Call-Off Contract with a minimum limit of indemnity of £1 million for each individual claim.</p> <p>Product liability insurance cover all risks in the provision of Deliverables under the Call-Off Contract, with a minimum limit of £1 million for each individual claim.</p>
Liability Requirements	<p>Suppliers limitation of Liability</p> <p>125% of the Contract charges payable to the Supplier under this Contract.</p>
Customer billing address for invoicing:	<p>CP2P Team, MHCLG 4th Floor, High Trees Hillfield Road, Hemel Hempstead, HP2 4XN</p> <p>clginvoices@communities.gov.uk</p>

GDPR	Complete Contract Terms Schedule 7 (Processing, Personal Data and Data Subjects)
Alternative and/or additional provisions (including Schedule 8(Additional clauses)):	The Customer working with the Supplier shall establish relevant KPI measurements for time and quality of programme delivery. Specifically this will focus on number applications processed and/or site visits per day.

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:

ANNEX A

Customer Project Specification

As set out in the Customer's document ref "CPD_004_121_099; Attachment 3 – SOR PMO 099 v1.2" dated 19 August 2020

ANNEX B

Supplier Proposal

As set out in the proposal "Faithful + Gould_MHCLG_BSF_PMO" dated 08 September 2020

Part 2: Contract Terms

CPD-004-121-099_RM3741-CCS-Terms-BSP PMO Faithful+Gould v1.0