



Cordell Health Limited

Unit 13 Acorn Business Park,
Northarbour Road,
Cosham,
Portsmouth
PO6 3TH

Attn: [REDACTED]

By email to: [REDACTED]

Date: 26th September 2024

Our ref: GSS24443

Dear [REDACTED]

Following your tender/proposal for the supply of GSS24443 The provision of Occupational Health to UK Shared Business Services, we are pleased confirm our intention to award this Contract to you.

The attached Order Form, contract Conditions and the Annexes set out the terms of the Contract between UK Shared Business Services and Cordell Health Limited for the provision of the Deliverables set out in the Order Form.

We thank you for your co-operation to date and look forward to forging a successful working relationship resulting in a smooth and successful Delivery of the Deliverables. Please confirm your acceptance of this Contract by signing and returning the Order Form to [REDACTED] at the following email address:

[REDACTED] within 3 days from the date of the Order Form. No other form of acknowledgement will be accepted. Please remember to include the reference number(s) above in any future communications relating to this Contract.

We will then arrange for the Order Form to be countersigned which will create a binding contract between us

Yours faithfully,

[REDACTED]

[REDACTED]

[REDACTED]

UK Shared Business Services

I. Order Form

1. Contract Reference	GSS24443	
2. Buyer	UK Shared Business Services (UK SBS) Polaris House North Star Avenue Swindon SN2 1FF	
3. Supplier	Cordell Health Limited, 13 Acorn Business Park Northarbour Road Portsmouth PO6 3TH	
4. The Contract	This Contract between the Buyer and the Supplier is for the supply of Deliverables. The Supplier shall supply the Deliverables described below on the terms set out in this Order Form and the attached contract conditions (" Conditions ") and Annexes. Unless the context otherwise requires, capitalised expressions used in this Order Form have the same meanings as in the Conditions.	
5. Deliverables	Goods	None
	Services	Description: as set out <ul style="list-style-type: none">in the Supplier's tender as set out in Error! Reference source not found.in the Specification as set out in Annex 2 - Specification The Services are: Date(s) of Delivery: <div>Implementation completion by</div> <ul style="list-style-type: none">Go live date
6. Specification	The specification of the Deliverables is as set out in Error! Reference source not found. in the Supplier's tender as set out in Error! Reference source not found.	
7. Start Date	Monday, 30 September 2024	
8. Expiry Date	Tuesday, 30 September 2025	
9. Extension Period	The Buyer may extend the Contract for a period of up to 12 months by giving not less than 10 Working Days' notice in writing to the Supplier prior to the Expiry Date. The Conditions of the Contract shall apply throughout any such extended period	

10. Buyer Cause	Any Material Breach of the obligations of the Buyer or any other default, act, omission, negligence or statement of the Buyer, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Buyer is liable to the Supplier.
11. Optional Intellectual Property Rights ("IPR") Clauses	N/A
12. Charges	Breakdown of charges as per AW5.2. The maximum charges for year one are £22,500 and the total contract value if extended will not exceed £45,000
13. Payment	<p>Payment of undisputed invoices will be made within 30 days of receipt of invoice, which must be submitted promptly by the Supplier.</p> <p>All invoices must be sent, quoting a valid Purchase Order Number (PO Number) and any other relevant details, to: [REDACTED]</p> <p>Within 28 Working Days of receipt of your countersigned copy of this Order Form, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.</p> <p>To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, and item description (if applicable) Non-compliant invoices may be sent back to you, which may lead to a delay in payment.</p> <p>Payments will be made via BACS within 30 days of receipt of invoice</p> <p>If you have a query regarding an outstanding payment, please contact our Accounts Payable team by email [REDACTED]</p>
14. Data Protection Liability Cap	In accordance with clause Error! Reference source not found. of the Conditions, the Supplier's total aggregate liability under clause Error! Reference source not found. of the Conditions is no more than the Data Protection Liability Cap, being £500,000.00
15. Progress Meetings and Progress Reports	<ul style="list-style-type: none"> • The Supplier shall attend progress meetings with the Buyer every Quarter • The Supplier shall provide the Buyer with progress reports every Month
16. Buyer Authorised	<p>For general liaison your contact will continue to be</p> <p>[REDACTED]</p> <p>[REDACTED]</p>

Representative(s)	<div></div> or, in their absence, <div></div> <div></div> <div></div>	
17. Supplier Authorised Representative(s)	For general liaison your contact will continue to be <div></div> or, in their absence, <div></div>	
18. Address for notices	UK Shared Business Services Polaris House, North Star Avenue Swindon, SN2 1FF Attention: <div></div> Email: <div></div>	Cordell Health 13 Acorn Business Park, Northharbour Road, Portsmouth PO6 3TH Attention: Operations Director Email: <div></div>
19. Key Staff	Key Staff Role: Account Manager Key Staff Name <div></div> Contact Details: <div></div> Key Staff Role: Finance and Resources Director Key Staff Name <div></div> Contact Details: <div></div>	
20. Special Terms	N/A	
21. Incorporated Terms	The following documents are incorporated into the Contract. If there is any conflict, the following order of precedence applies: (a) The cover letter from the Buyer to the Supplier dated 26 th September 2024 (b) This Order Form (c) Any Special Terms (see row 20 (Special Terms) in this Order Form) (d) Conditions (as they may be amended) (e) The following Annexes in equal order of precedence: I. Error! Reference source not found. II. Error! Reference source not found.	

OFFICIAL
The Short Form Contract

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[Subject to Contract]

Signed for and on behalf of the Supplier	Signed for and on behalf of the Buyer acting on behalf of the Crown
Name: [Redacted] [Redacted]	Name: [Redacted] [Redacted]
Date: [Redacted]	Date: [Redacted]
Signature: [Redacted]	Signature: [Redacted]

