

ORDER

ORDER NO: SER/0626	Date of Order: 13 October 2016
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(To be quoted on all correspondence relating to this Order)

FROM (Customer): Water Services Regulation Authority Centre City Tower 7 Hill Street Birmingham B5 4UA Customer's Representative: Helen Robinson- Gardener T: +44 (0) 121 644 M: +44 (0) 7595 089 E: Yvette.London@ofwat.gsi.gov.uk	TO (Supplier): Badenoch & Clark Millennium Bridge House 2 Lambeth Hill London EC4V 4BG Supplier's Representative: [REDACTED] [REDACTED]
SERVICES TO BE DELIVERED TO: 4th Floor, 21 Bloomsbury Street, London, WC1B 3HF With travel as required to: Ofwat, Centre City Tower, 7 Hill Street, Birmingham, B5 4UA; and	INVOICE ADDRESS: finance@ofwat.gsi.gov.uk or Finance Team Water Services Regulation Authority Centre City Tower 7 Hill Street Birmingham B4 5UA
This Order is subject to the Non-Medical, Non-Clinical Temporary and fixed terms staff (RM971) - NHS Conditions of Contracts.	
Framework/ Lot: Non-Medical, Non-Clinical Temporary and fixed terms staff (RM971) - Corporate Functions (Public relations, communications, customer services, PALS) – Lot 4 (a) On 3 October 2016 the Customer issued its Temporary Staff Request Form in respect of the provision of the Services; (b) The Supplier response dated 6 October 2016 submitted in response to the Temporary Staff Request Form and the candidate's interview on the 13 October 2016 (the "Tender"); (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.	

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:

Senior Communications Associate – Retail Market Opening (**PROC.04.0105**)

Job Purpose and Key Responsibilities:

Reporting to the Principal (Strategic Communications), Corporate Communications, this person will be required to support the delivery of the communications agenda for the opening of the retail market in April 2017. They will need to work closely with colleagues within the Corporate Communications pool, the Retail Market Opening programme team and across the organisation.

The key responsibilities are to:

- Support the Principal for RMO Communications on the delivery of the communications and engagement programme associated with the opening of the retail market for businesses and public bodies. This will include:
- Providing support to the RMO programme group in the form of briefings, horizon scanning and media liaison
- Working with the Principal Communications, develop key messages for the RMO programme ensuring messages are tailored for the numerous stakeholders.
- Provide high quality, specialist communications advice to colleagues.
- Co-ordinate communications activity to ensure that it is joined-up across the programme and links with other programmes where appropriate.
- Liaise with key stakeholders and audience groups to promote the delivery of key messages for RMO – to include arranging workshops and events.
- Provide support and advice as needed to colleagues within the corporate communications pool
- Engage with colleagues to understand often complex, technical policy and turn this into accessible, compelling key messages in a variety of written formats.

Term

Contract Commencement Date: 17 October 2016

OFFICIAL: COMMERCIAL - SENSITIVE

Contract Expiry Date: 31 March 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, 3 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 **£29,143.84** ("the Capped Call off Contract Charges"), is all inclusive with the sole exception of travel and accommodation outside Greater London 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 Birmingham
Total Capped Price including VAT			£34,972.61

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 London and then will need to reclaim the expenses via the Supplier's invoice.

Any travel and accommodation must be in accordance with Ofwat's standard travel and accommodation rates 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:

Helen Robinson-Gordon – Principal (Strategic Communications), Corporate Communications

T: +44 (0) 121 644 7617

E: Helen.Robinson-Gordon@ofwat.gsi.gov.uk

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

[REDACTED] Public Sector

Tel: [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	[REDACTED]
Date	17/10/16

For and on behalf of the Customer:

Name	Helen Robinson-Gordon
Title	Principal, Strategic Communications

Signature		
Date	20.10.16	

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.