

DPS Schedule 6 (Letter of Appointment Template and Order Schedules)

Letter of Appointment

This Letter of Appointment is issued in accordance with the provisions of the DPS Contract RM6124 between CCS and the Agency, dated 06/09/2021.



Capitalised terms and expressions used in this letter have the same meanings as in the Order Incorporated Terms unless the context otherwise requires.

ORDER:

Order Number:	1.11.4.4369.
From:	Health and Safety Executive, Redgrave Court, Merton Road, Bootle L20 7HS
To:	23red Limited, 1st Floor, 3 Dryden Street, London, WC2E 9NA

Order Start Date:	24/03/2023
Order Expiry Date:	12/05/2023
Order Initial Period:	7 weeks
Order Optional Extension Period:	1 month

Goods or Services required:	Goods or Services required are set out in DPS Schedule 1 of the DPS Agreement and the relevant Brief and are to be delivered in line with the accepted Proposal as detailed at Annex A of this Letter. Subsequent calls for Goods or Services shall be priced and agreed using the Statement of Works form as per Annex B of this Letter of Appointment.
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Key Staff:	For the Client:  For the Agency: 
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Guarantor(s)	NA
Order Contract Charges (including any applicable discount(s), but excluding VAT):	£79,400
Liability	See Clause 11 of the Core Terms Estimated Year 1 Charges: £79,400
Additional Insurance Requirements	NA
Client billing address for invoicing:	<p>All invoices raised must include the relevant Purchase Order number. Failure to include the Purchase Order Number may delay payment. In all cases invoices should be submitted to the below e-mail address.</p> <p>The Supplier shall send a copy invoice to the HSE Contract Manager identified as authorised representative.</p> <p>HSE shall make payment of agreed costs, in arrears, within 30 days of the acceptance of the invoice.</p> <p>Please note: It is extremely important that your invoice is laid out as per the HSE Purchase Order, i.e. Line Numbering and Description.</p> <p>It must be in pdf format only (flat pdf with no text enabled/embedded/enriched content), using one of the following fonts:-</p> <ul style="list-style-type: none"> · TrueType; · Type 0 (CID); and · Type 1. <p>In doing this, you will prevent the invoice being rejected by [REDACTED].</p> <p>If you are not advised of the PO No. within 5 working days of contract signature, then please contact the HSE authorised representative, who will be able to provide you with an update and details of when the PO will be sent to you.</p> <p>Please note: HSE Contracts Team are not always made aware of this PO No. and therefore, to contact them will cause an added delay.</p> <p>All Invoice queries must, in the first instance be taken up with HSE's [REDACTED]. They can be</p>

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	<p>contacted on [REDACTED] [REDACTED]</p> <p>If they are unable to offer you an answer to your queries, then you should contact the HSE authorised representative via email, detailing the Contract Reference No., the PO No. (if you have one), and details of what your queries are.</p> <p>Clients Invoice address [REDACTED] [REDACTED] [REDACTED]</p>
Special Terms	NA

PROGRESS REPORT/MEETING FREQUENCY

A kick-off /scoping meeting with the agency and main internal stakeholders will be required either face to face or virtually through Teams.

Bi weekly checkpoint meetings will be required to discuss updates as work progresses.

The agency will be working directly with Head of BSR Communications who will oversee the delivery of the contract requirements on behalf of HSE.

HSE will organise any expected workshops/meeting with all relevant stakeholders, however HSE would expect the successful supplier to lead these discussions.

SOCIAL VALUE COMMITMENT

The Agency agrees, in providing the Goods or Services and performing its obligations under the Order Contract, that it will comply with the social value commitments in Order Schedule 4 (Order Proposal)

ORDER INCORPORATED TERMS

The following documents are incorporated into this Order Contract. Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

1. This Letter of Appointment including the Order Special Terms and Order Special Schedules.
2. *Joint Schedule 1 (Definitions and Interpretation) RM6124*
3. *The following Schedules in equal order of precedence:*
 - *Joint Schedules for RM6124*
 - *Joint Schedule 2 (Variation Form)*
 - *Joint Schedule 3 (Insurance Requirements)*
 - *Joint Schedule 10 (Rectification Plan)*
 - *Joint Schedule 11 (Processing Data)*
 - *Joint Schedule 12 (Supply Chain Visibility)*
 - *Order Schedules for 1.11.4.4369.*
 - *Order Schedule 5 (Pricing Details)*
 - *Order Schedule 6 (ICT Services)*
 - *Order Schedule 7 (Key Supplier Staff)*
 - *Order Schedule 9 (Security)*
 - *Order Schedule 20 (Order Specification)*
4. CCS Core Terms
5. *Joint Schedule 5 (Corporate Social Responsibility) RM6124*
6. *Order Schedule 4 (Proposal)* as long as any parts of the Order Proposal that offer a better commercial position for the Client (as decided by the Client) take precedence over the documents above.

No other Agency terms are part of the Order Contract. That includes any terms

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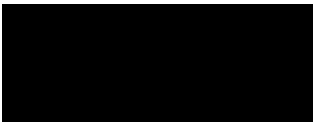







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written on the back of, or added to this Order Form, or presented at the time of delivery. For the avoidance of doubt, the relationship between the Parties is non-exclusive. The Client is entitled to appoint any other agency to perform services and produce goods which are the same or similar to the Goods or Services.

FORMATION OF ORDER CONTRACT

BY SIGNING AND RETURNING THIS LETTER OF APPOINTMENT (which may be done by electronic means) the Agency agrees to enter into an Order Contract with the Client to provide the Goods or Services in accordance with the terms of this letter and the Order Incorporated Terms.

The Parties hereby acknowledge and agree that they have read this letter and the Order Incorporated Terms. The Parties hereby acknowledge and agree that this Order Contract shall be formed when the Client acknowledges (which may be done by electronic means) the receipt of the signed copy of this letter from the Agency within two (2) Working Days from such receipt.

For and on behalf of the Agency:		For and on behalf of the Client:	
Signature:		Signature:	
Name:		Name:	
Role:		Role:	
Date:		Date:	

ANNEX A

Agency Proposal



Establishing



Establishing



Establishing

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Annex B

Statement of Work-

This Statement of Work is issued under and in accordance with the Order Contract entered into between the parties dated 21/03/2023

Any schedule attached to this Statement of Work will describe in detail the different types of Services to be provided under that Statement of Work. A schedule attached to this Statement of Work only applies to the relevant project to be delivered under that Statement of Work, and not to any other Statement of Work, or to the provision of the Services as a whole.

1.1 Where a Statement of Work would result in:

- a variation of the Services procured under this Order Contract;
- an increase in the Charges agreed under this Order Contract; or
- a change in the economic balance between the Parties to the detriment of the Client that is not provided for in this Order Contract, the relevant term(s) will be dealt with as a proposed Variation to this Order Contract in accordance with the Variation procedure set out in Clause 24.



Schedule A - SSR -
BSR brand - HSET436

Signed [REDACTED]

by [REDACTED]

[REDACTED]

[Agency]

[REDACTED]

Signed [REDACTED]....

by [REDACTED].












[REDACTED]

[Client]

[REDACTED].....



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CCS Core Terms	 RM6124-Core-Terms. odt
Joint Schedule 1 (Definitions)	 RM6124-Joint-sched ule-1-Definition.odt
Joint Schedule 2 (Variation)	 Joint-Schedule-2-Var iation-Form_v1.0.odt
Joint Schedule 3 (Insurance Requirements)	 Joint-Schedule-3-Ins urance-Requirements
Joint Schedule 5 (Corporate Social Responsibility)	 Joint-Schedule-5-Cor porate-Social-Respon
Joint Schedule 10 (Rectification Plan)	 Joint-Schedule-10-Re ctification-Plan_v1.0 (
Joint Schedule 11 (Processing Data)	 Joint-Schedule-11-Pr ocessing-Data_v1.0.o
Joint Schedule 12 (Supply Chain Visibility)	 Joint-Schedule-12-Su pply-Chain-Visibility_\
Order Schedule 5 (Pricing)	 Establishing th_ITT_23red_HSET43
Order Schedule 6 (ICT Services)	 Order-Schedule-6-IC T-Services_v1.0.odt
Order Schedule 7 (Key Agency Staff)	 Order-Schedule-7-Ke y-Agency-Staff_v1.0.c

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Order Schedule 9 (Security)	 RM6124-Order-Schedule-9-Security_v2.0.c
Order Schedule 20 (Order Specification)	 Schedule A - SSR - BSR brand - HSET436