



REDACTED

Pricewaterhouse Coopers LLP,
3rd Floor, 7 More London Riverside,
London,
SE1 2RT,
United Kingdom

Tuesday 26th Septemebr 2017

Dear Sirs,

Contract Title: Provision of Consultancy – Thameslink Financial Advisor
Contract Reference: CCCC17A33

Contract Period: The contract will be for an initial 22 month period from Friday 29th September 2017 to Monday 29th July 2019 with an option to extend for a period of up to 6 months.

Contract for the provision of consultancy services by Pricewaterhouse Coopers LLP of 3rd Floor, 7 More London Riverside, London, SE1 2RT as Supplier to Department for Transport (DfT) of Great Minster House, 33 Horseferry Road, London, SW1P 4DR as Customer pursuant to the ConsultancyONE Framework Agreement (RM 1502) dated 18 February 2013 between the Minister for the Cabinet Office acting through Crown Commercial Service as the Authority and the Supplier. We refer to the above-mentioned ConsultancyONE Framework Agreement (the “Framework Agreement”).

For the purposes of this Letter of Appointment:

- capitalised terms and expressions used in this Letter of Appointment have the same meanings given to them in or pursuant to the Call-Off Terms attached to this Letter of Appointment unless the context otherwise requires;
- references to Appendices are references to the appendices to this Letter of Appointment; and
- the Appendices shall form part of this Letter of Appointment.

This Letter of Appointment constitutes an Order for the provision by you to us of the Contract Services (specified in Appendix 1) from the Effective Date (specified in Appendix 1) on the basis of the Day Rates / Contract Charges (set out in Appendix 2) and, save as varied and / or supplemented pursuant to the provisions (set out in Appendix 3) in accordance with the Call-Off Terms.

This Order is placed under Lot number 4.1 Finance and Financial Strategy of the Framework Agreement.

For the avoidance of doubt the contract value will not exceed £350,000 (ex.VAT)

The Supplier's Representative with overall responsibility for the supply of the Contract Services is REDACTED and the Key Personnel assigned to the supply of the Contract Services are REDACTED

The Customer's Representative for the purpose of the Contract is REDACTED and any disputes in relation to the Contract shall be escalated to REDACTED as the DfT contract manager.

The Base Location from which the Contract Services will be performed is Great Minster House, Horseferry Road, London, SW1P 4DR.

For the purposes of the Contract, the address of each Party is:

- for the Customer:

Department for Transport (DfT), Great Minster House, 33 Horseferry Road, London, SW1P 4DR.
For the attention of: REDACTED
Tel: REDACTED
Email: REDACTED

- for the Supplier:

Pricewaterhouse Coopers LLP, 3rd Floor, 7 More London Riverside, London, SE1 2RT
For the attention of: REDACTED
Tel: REDACTED
Email: REDACTED

This is subject to the Letter of Appointment being signed by Pricewaterhouse Coopers before Wednesday 27th September 2017.

The Customer hereby confirms that the applicable law for this contract shall be the laws of England & Wales and, if necessary, an appropriate alternative clause in the Call-Off Terms shall be activated accordingly. Where the laws of Scotland/Northern Ireland have been stipulated, all references hereafter in this Letter of Appointment or in the attached Call-Off Terms to legislation or regulations shall be read as if mention had been made of the Scottish/Northern Irish equivalent. Further, this Letter of Appointment and the attached Call-Off Terms shall be construed as closely to the intention of the original wording as the chosen law so permits.

Please return the Letter of Appointment with the acknowledgement signed by the appropriate authorised signatory within your organisation.

You should be aware that by signing and returning this Letter of Appointment you will have entered into a legally binding contract with us to supply the Contract Services specified in Appendix 1 and represent and warrant that you have carried out a conflict check in relation to such contract that revealed no conflicts of interest.

Yours faithfully,

REDACTED

For and on behalf of Department for Transport

I hereby confirm receipt of the above Letter of Appointment and the agreement of Pricewaterhouse Coopers LLP to provide to Department for Transport the Contract Services as specified in the Letter of Appointment in accordance with its terms.

Supplier Signatory

Signed:

Date:

Name:

Status:

Customer Signatory

Signed:

Date:

Name:

Status: