



Ashurst LLP  
Broadwalk House  
5 Appold Street  
London  
EC2A 2HA

Attn: [REDACTED]

E-mail: [REDACTED]

Date: 20<sup>th</sup> April 2017

Procurement ref: CCLL17A11

Dear [REDACTED],

**Award of contract for the supply of Legal Advice to UKGI into Listing Rules, Corporate Law and Market Abuse Regulation**

Following your tender / proposal for the supply of legal advice to UKGI into Listing Rules, Corporate Law and Market Abuse Regulation to UK Government Investment, we are pleased to award this contract to you. The attached appendix provides detailed feedback on your submitted proposal.

This letter (Award Letter) and its Annexes set out the terms of the contract between UK Government Investments as the Customer and Ashurst LLP as the Supplier for the provision of the Services. Unless the context otherwise requires, capitalised expressions used in this Award Letter have the same meanings as in the terms and conditions of contract set out in Annex 1 to this Award Letter (the “**Conditions**”). In the event of any conflict between this Award Letter (and its Annexes) and the Conditions, this Award Letter (and its Annexes) shall prevail. Please do not attach any Supplier terms and conditions to this Award Letter as they will not be accepted by the Customer and may delay the conclusion of the Agreement.

**1. For the purposes of the Agreement, the Customer and the Supplier agree as follows:**

- 1.1. The Services shall be performed at the supplier’s premises.
- 1.2. The charges for the Services shall be as set out in Annex 2. The total contract value shall be £20,000 excluding VAT, including all extension options.
- 1.3. The specification of the Services to be supplied is as set out in Annex 3.
- 1.4. The Term shall commence on 7<sup>th</sup> April 2017 (the “Start Date”) and the Expiry Date shall be 6<sup>th</sup> October 2017
- 1.5. The address for notices of the Parties are:

**Customer**

**Supplier**

[REDACTED]

Assistant General Counsel

[REDACTED]

Ashurst LLP



UK Government Investments  
1 Victoria Street  
London  
SW1H 0ET  
Attention: [REDACTED]  
Email: [REDACTED]

Broadwalk House  
5 Appold Street  
London  
EC2A 2HA  
Attention: [REDACTED]  
Email: [REDACTED]

1.6. The following persons are Key Personnel for the purposes of the Agreement:

Name	Title/Role
[REDACTED]	Assistant General Counsel

1.7. The Customer may require the Supplier to ensure that any person employed in the provision of the Services has undertaken a Disclosure and Barring Service check. The Supplier shall ensure that no person who discloses that he/she has a conviction that is relevant to the nature of the Services, relevant to the work of the Customer, or is of a type otherwise advised by the Customer (each such conviction a “**Relevant Conviction**”), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, a Disclosure and Barring Service check or otherwise) is employed or engaged in the provision of any part of the Services

## 2. Payment

All invoices must be sent, quoting a valid purchase order number (PO Number), to: Accounts Payable, Finance Team - Finance & HR Operational Services, HM Treasury, Rosebery Court, St Andrew’s Business Park, Norwich, NR7 0HS. Within 10 working days of receipt of your countersigned copy of this letter, the Customer will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.

To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, item number (if applicable) and the details (name and telephone number) of your Customer contact (i.e. Contract Manager). Non-compliant invoices will be returned, which may lead to a delay in payment. If you have a query regarding an outstanding payment please contact the HM Treasury’s Accounts Payable section either by email to [REDACTED] or by telephone on [REDACTED] (option 3, then option 4) between 09:00-17:00 Monday to Friday.

## 3. Liaison

For general liaison your contact will continue to be [REDACTED], telephone [REDACTED], e-mail [REDACTED]

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 Services. Please confirm your acceptance of the award of this contract by signing and returning the enclosed copy of this letter to [REDACTED] at the above address **within 7 days** from the date of this letter. No other form of acknowledgement will be accepted. Please remember to quote the procurement reference number above in any future communications relating to this contract.



Yours sincerely,

Signed for UK Government Investments (“the Customer”)

Name: [REDACTED]

Signature: [REDACTED]

Date: [REDACTED]

We accept the terms set out in this letter and its Annexes, including the Conditions.

Signed for and on behalf of Ashhurst LLP (“the Supplier”)

Name: [REDACTED]

Partner [REDACTED]

Signature: [REDACTED]

Date: [REDACTED]