

LETTER OF APPOINTMENT

Willis Limited
51 Lime Street,
London,
EC3M 7DQ.

26th September 2022

Dear Sirs,

Contract for the Provision of Insurance Brokerage and Associated Services Contract No. 65364

This Letter of Appointment acts as an Appointment under this Contract issued in accordance with Clause 7 of the Framework Agreement. The Provider in their capacity as a Broker agrees to supply the Services specified below in accordance with the terms of this Letter of Appointment which incorporates the Providers Terms of Business Agreement and the Call Off Terms annexed hereto for the Term specified below.

For the avoidance of doubt, capitalised terms and expressions used in this Letter of Appointment have the same meanings given to them in or pursuant to the Contract attached to this Letter of Appointment unless the context otherwise requires. Where capitalised terms and expressions used in this Letter of Appointment or the Contract are not defined in the Contract attached to this Letter of Appointment then they shall have the same meanings given to them in the Framework Agreement.

The Provider shall:

provide the Services to the Contracting Authority in accordance with the provisions of the Contract and the Providers Terms of Business Agreement for the Term;

comply with all reasonable instructions given to them by the Contracting Authority in relation to provision of the Services and co-operate at all times with the Contracting Authority and the Contracting Authority's staff;

immediately report to the Contracting Authority any matters which involve or could potentially involve a Conflict of Interest. Providers should wherever possible ensure that they minimise the risk of conflict in their supply chain and subsidiary or associated group of companies;

ensure that neither it, nor any of its affiliates or Key-Subcontractor brings the Contracting Authority into disrepute, regardless of whether or not such act or omission is related to the Provider's obligations under this Contract;

comply with the Contracting Authority's internal policies and procedures in each case as notified to the Provider in writing by the Contracting Authority (or if agreed between the Contracting Authority and the Provider, provide evidence to the Contracting Authority of the Providers internal policies and procedures for the Contracting Authority to confirm that these are adequate); and

comply with government and FCA codes and practices in force from time to time (including but not limited to policies, procedures, codes and practices relating to staff vetting, security, equality and diversity, confidentiality undertakings and sustainability).

The Provider shall not:

incur any costs which could result in any estimated figure for any element of the Services being

exceeded without first gaining the approval of the Contracting Authority; or

engage in any conduct which in the reasonable opinion of the Contracting Authority could be potentially detrimental to the reputation of the Contracting Authority.

Both Parties shall take all necessary measures to ensure the health and safety of the other Party's Staff, employees, consultants and agents visiting their premises.

No variation of this Contract shall be effective unless it is carried out in accordance with Clause 28 of the Contract. For the avoidance of doubt any variation must be in writing and signed by both Parties or an authorised representative of each Party.

Each Party must comply with Clause 22 of the Contract relating to Confidential Information and acknowledges the importance of this Clause.

Subject to the rights in relation to Confidential Information and Commercially Sensitive Information within the Framework Agreement and Contract, the Contracting Authority shall be entitled to publicise this Contract in accordance with any legal obligation placed upon the Contracting Authority including any examination of this Contract by the Auditors.

The Provider acknowledges that the Contracting Authority is subject to the requirements of the Freedom of Information Act and the Environmental Information Regulations and shall assist and cooperate with the Contracting Authorities reasonable requests to enable the Contracting Authority to comply with its obligations as set out in the Framework Agreement and Contract.

The Provider shall not, and shall procure that its Key Sub-Contractors, Staff, affiliates, officers, auditors, directors or board or executive, potential reinsurers or regulators shall not, make any press announcements or publicise this Contract in any way without first obtaining written approval from the Contracting Authority.

For the purposes of the definition of Restricted Countries in Clause 1 of this Contract, the Contracting Authority confirms that the United Kingdom is a non-Restricted Country.

FROM

Contracting Authority	The Department for Environment, Food and Rural Affairs (Defra).
Address	Seacole Building, 2 Marsham Street, London, SW1P 4DF
Invoice Address	
Contact Ref:	Ref: Name: Phone: e-mail:

TO

Provider:	Willis Limited
Address:	

	3 Temple Quay, Temple Back East, Bristol, BS1 6DZ
Contact Details	Name: [REDACTED] Phone: [REDACTED] Email [REDACTED]

TERM
Commencement Date This Contract shall commence on: 1 st October 2022.
Expiry Date 1.2.1 This Contract shall expire on: 30 th September 2024 with the option at the discretion of the Authority to extend for a further 1+1 years

APPLICABLE LAW
The Contracting Authority confirms that the applicable law for this Contract shall be the law of England.

KEY SUB-CONTRACTORS
Not Applicable.

SERVICES
Appendix 5.

AMMENDMENTS TO TERMS AND CONDITIONS

Schedule 5 Call-Off Terms and Conditions

Clause 33 Liabilities

Subject always to Clause 33.4 and Clause 33.5, the liability of either Party for defaults shall be subject to the following financial limits:

the aggregate liability of either Party for all defaults resulting in direct loss of or damage to the property of the other under or in connection with the Contract shall in no event exceed £1million per annum; and

the annual aggregate liability under the Contract of either Party for all other claims shall in no event exceed the greater of 125 per cent of the Contract Price payable by the Contracting Authority to the Provider in the year in which the liability arises, or £5 million.

PAYMENT PROVISIONS

Contract Price	
Funding	
Invoicing Arrangements	

SIGNATORY PAGE:

BY ELECTRONICALLY SIGNING THIS LETTER OF APPOINTMENT THE PROVIDER AGREES to enter a legally binding contract with the Contracting Authority to provide to the Contracting Authority the Services specified in this Letter of Appointment (together with where completed and applicable, the mini-competition order (additional requirements) set out in this Letter of Appointment) incorporating the rights and obligations in the Terms and Conditions set out in the Framework Agreement entered into by the Provider and YPO and the Provider's Terms of Business Agreement.

Execution of the Contract is carried out in accordance with EU Directive 99/93 (Community framework for electronic signatures) and the Electronic Communications Act 2000. The Contract is formed on the date on which both Parties communicate acceptance of its terms on the Authority's electronic contract management system ("Bravo").

APPENDIX 2

Not Used.

Appendix 3:
PRICES FOR SERVICES

Business As Usual

All rates are ex VAT

Position	Maximum Hourly Rate
Director	■
Principal consultant	■
Senior consultant	
Consultant	
Junior consultant	
Admin/Project support	

Willis Limited will only invoice for the actual hours worked. Full details will be provided to Defra at the time of billing.

Expenses are included.

There will be no cost for any knowledge transfer provision.

Pricing is fixed for the term of the Contract.

There is no guarantee of a minimum (or maximum) number of hours

