



Department  
for Environment  
Food & Rural Affairs

Area 1B, Nobel House  
17 Smith Square  
London, SW1P 3JR

T: 03459 335577  
helpline@defra.gov.uk  
[www.gov.uk/defra](http://www.gov.uk/defra)

Osborne Clarke LLP  
2 Temple Back East  
Temple Quay  
Bristol  
BS1 6EG

**Your ref:**  
**Our ref:** 65840  
**Date:** 30<sup>th</sup> Sept 2022

Dear [REDACTED]

## Letter of Appointment

**Contract for the provision of legal services by Osborne Clarke LLP, 2 Temple Back East, Temple Quay, Bristol, BS1 6EG as Legal Provider to The Environment Agency (as administering authority of the Environment Agency Pension Fund) as Client pursuant to the Legal Services Framework Agreement dated 14 January 2019 between Norfolk County Council (1) and the Solicitor as the Supplier (2)**

- We refer to the above Legal Services 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 Annex A on the basis of the Contract Charges set out in Appendix 2 and in accordance with the Call-Off Terms.

The partner at the Solicitor with overall responsibility for the supply of the Contract Services is [REDACTED] and the pensions law fee earners assigned to the supply of the Contract Services are [REDACTED], and any other specialist fee earners from the Supplier, as agreed by the Client to meet its requirements.

- The Client’s Representative for the purpose of the Contract is [REDACTED] and any disputes in relation to the Contract shall be escalated as follows: in accordance with Clause 23.2 of the Call-off Terms and Conditions.

- Payments to the Solicitor in respect of the Contract Services shall be made to the following bank account of the Solicitor:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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

- for the Client:

Environment Agency,  
Horizon House, Deanery Road, Bristol BS1 5AH

For the attention of: [REDACTED]

Tel: [REDACTED]

Email: [REDACTED]

- for the Solicitor:

For the attention of:

[REDACTED]

Osborne Clarke LLP  
2 Temple Back East  
Bristol  
BS1 6EG

Tel: [REDACTED]

Email: [REDACTED]

**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 Annex A<sup>1</sup>.**

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<sup>1</sup> Each instruction shall be subject to Osborne Clarke undertaking conflict checks on receiving instructions.

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 Client's electronic contract management system ("Bravo").

## **Appendix 1**

### **(Contract Services)**

This is a Direct Award under Lot 1 (Full Service – England and Wales) of the 2019 National LGPS Framework for Legal Services to provide legal services with effect from 1 October 2022 to 30 September 2023. Legal services to include the EAPF closed fund, IDRP and pensions administration (e.g. members benefits, employer issues, admission agreements).

Each individual instruction shall be described in a matter scoping document.

All instructions will be carried out using the rates in Appendix 2 subject to any estimates agreed at the time of each instruction.

## Appendix 2

### (Contract Charges)

Hourly Rates						
Grade	Paralegal	Trainee	Junior Solicitor	Solicitor	Senior Solicitor	Partner
Category	Rate £ per hour	Rate £ per hour	Rate £ per hour	Rate £ per hour	Rate £ per hour	Rate £ per hour
Rate for work commenced after 01/10/20						
New rates for new work after 01/10/22						
Maximum ceiling rate permitted from 14/01/22						

**Notes:**

- The Senior Solicitor grading set out in the Pricing Schedule above equates to the Associate Director grading we use at Osborne Clarke. Our most experienced Senior Associates also fall into that grading. Our less experienced Senior Associates fall into the Solicitor grading, and our Associates fall into the Junior Solicitor grading. Partner includes Legal Director, our entry level Partner equivalent grade.

### **Appendix 3 (Variations and/or supplements to the Call-Off Terms)]**

The liability cap in clause 4.1.8 of the Call-Off Terms is confirmed as £5 million pounds.

#### **Exclusions and assumptions**

Osborne Clarke LLP is not responsible for any advice of a financial, actuarial or accounting nature or (unless specifically instructed) any taxation advice, and we are entitled to rely on the advice and information given by your actuary, accountants or other financial advisers without any obligation to verify it. Our advice will be limited to the laws of England and Wales. The following assumptions apply to any instructions we receive:

- all matters proceed in a timely manner and within a reasonable timeframe.
- where relevant, any negotiations with interested parties do not become protracted and we receive an adequate level of co-operation and speed of response from the other parties, their advisers and your other advisers.
- all instructions are provided to us and information requests by us are acted upon in a timely manner. In particular we are:
  - (a) provided with clear, timely and accurate instructions;
  - (b) provided with all documentation required to complete our work in a timely manner;
  - (c) updated as information changes during the course of the work; and
  - (d) any questions are promptly raised with us during the course of the work.
- (e) no unusual legal issues arise necessitating the need to obtain third party Counsel's opinion (where such issues arise these will be discussed with you).

#### **Liability**

We confirm that there are no other variations on the Overarching Terms. In particular, the same exclusions and assumptions will apply, and the same limitation on our liability of £5 million will apply to each matter. Please refer to the Overarching Terms if you wish to be reminded of these and other continuing terms. Where other professional advisers are instructed on a matter we are working on our liability for any loss or damage suffered due to a breach of any duty owed to you shall be limited to such sum as we ought reasonably to pay having regard to our responsibility for that loss or damage, on the basis that we will not be liable for losses that may be attributable to the other professional advisers (whether or not such persons or organisations have limited or excluded their liability), and such other professional adviser will be deemed to have paid to you such contribution as may be appropriate having regard to the extent of their responsibility for such loss or damage.

As a matter of law and professional regulation we are required to provide you with certain information which applies to all our dealings with you. This information is set out in [www.osborneclarke.com/regulatorynotices](http://www.osborneclarke.com/regulatorynotices) and the relevant information for UK related work of this nature is clearly indicated.