

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 (Communications Marketplace RM6124) between CCS and the Agency, dated 6th September 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:	CPD4122248 Windrush Monument Unveiling Day Event Management
From:	Secretary of State for Department for Levelling Up, Housing and Communities (“DLUHC”)
To:	Live Group

Order Start Date:	20 th April 2022
Order Expiry Date:	30 th June 2022
Order Initial Period:	Ten (10) weeks
Order Optional Extension Period:	Two (2) weeks

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: [REDACTED] For the Agency: [REDACTED]
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Guarantor(s)	n/a
Order Contract Charges (including any applicable discount(s), but excluding VAT):	As per Annex C Price Schedule
Liability	See Clause 11 of the Core Terms Estimated Year 1 Charges: see additional insurance requirements.
Additional Insurance Requirements	<ol style="list-style-type: none"> 1. Professional indemnity insurance with cover (for a single event) of not less than five million pounds (£5,000,000); 2. Public liability insurance with cover (for a single event) of not less than five million pounds (£5,000,000); 3. Employers' liability insurance with cover (for a single event) with a minimum limit of indemnity as required by Law. <p><i>These additional insurance requirements take precedent over Joint Schedule 3 (Insurance Requirements)</i></p>
Client billing address for invoicing:	CP2P Team, MHCLG, 4th Floor, High Trees, Hillfield Road, Hemel Hempstead, HP2 4XN. Email address: CLGInvoices@communities.gov.uk
Special Terms	n/a

PROGRESS REPORT FREQUENCY
[REDACTED]

PROGRESS MEETING FREQUENCY
[REDACTED]

KEY SUBCONTRACTOR(S)
[REDACTED]

COMMERCIALLY SENSITIVE INFORMATION
Not applicable

SOCIAL VALUE COMMITMENT
Not applicable

SERVICE CREDIT CAP
Not applicable

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 4 (Commercially Sensitive Information)*
 - *Joint Schedule 5 (Corporate Social Responsibility)*
 - *Joint Schedule 6 (Key Subcontractors)*
 - *Joint Schedule 10 (Rectification Plan)*
 - *Joint Schedule 11 (Processing Data)*
 - *Order Schedules for **CPD4122248***
 - *Order Schedule 15 (Order Contract Management)*
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 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:	[REDACTED]	Signature:	[REDACTED]
Name:	[REDACTED]	Name:	[REDACTED]
Role:	[REDACTED]	Role:	[REDACTED]
Date:	[REDACTED]	Date:	[REDACTED]

ANNEX A - Agency Proposal

[REDACTED]

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 05/04/2022

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.

Project:	[REDACTED]
Project start Date	[REDACTED]
Notice period for cancellation	[REDACTED]
[Project Notice Period]:	[REDACTED]
Overarching Brand/Campaign	N/A
Goods or Services	[REDACTED]
Project Plan:	[REDACTED]
Contract Charges:	Contract charges as per Annex C – Price Schedule
Client Assets:	N/a

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International locations:	Not applicable
Client Affiliates:	Not applicable
Special Terms:	Not applicable
Key Individuals:	Not applicable
Authorised Agency Approver:	
Authorised Client Approver:	[REDACTED]

Signed by: [REDACTED]
by (print name): [REDACTED]
As Agency Authorised Approver for and on behalf of
[Agency]
Date [REDACTED]

Signed by: [REDACTED]
by (print name): [REDACTED]
As Client Authorised Approver for and on behalf of
[Client]
Date [REDACTED]

Annex C – Price Schedule

[REDACTED]

Annex D – Contract Terms and Conditions



Order Schedule 15
(Order Contract Mana