

Attention: [REDACTED]
Education and Skills Funding Agency
Cheylesmore House
Quinton Road
Coventry
CV1 2WT

By post and email

27 January 2021

Dear [REDACTED],

Variation to Catering Services Agreement between BaxterStorey Limited ("BaxterStorey") and Education and Skills Funding Agency ("Customer") dated 1st October 2018 and which comprises the Form of Contract, the Call Off Terms and the Master Contract Schedule (together the "Contract") and which operates under the ESPO Framework Agreement 704.

In light of the significant and unforeseen challenges facing our businesses as a result of Covid-19 and the impact of measures taken in response to these, we have agreed that with effect from 2 November 2020 ("**Effective Date**") and for an initial period of 6 months from the Effective Date, we will provide the Services on the following basis, and that the Contract be construed accordingly:

1. **Services:** The Services will be as described in Part A of the Schedule.
2. **Financial Model:** The Services will be provided on a cost-plus basis as described in more detail in Part B of the Schedule.
3. **Review:** We will continue to monitor the effects of Covid-19 on the Services in light of, amongst other things, government announcements and guidance as well as the general activity levels at the premises. We will meet on a monthly basis to review (both acting reasonably and in good faith) the Services and the terms set out in this letter.

All other terms of the Contract shall remain in full force and effect. Unless set out otherwise in this letter, expressions defined in the Contract and used in this letter agreement have the meanings ascribed to them in the Contract.



: 1962583 REGISTERED IN ENGLAND

: TVP 2, 300 THAMES VALLEY PARK DRIVE, READING, BERKSHIRE, RG6 1PT

Please counter-sign the enclosed copy of this letter and return it to us as soon as possible as acknowledgement of, and agreement to, the terms set out herein.

Yours sincerely,

Signed By: Dated: 2021 for and on behalf of **BaxterStorey Limited**

Signed by: Dated: 2021
for and on behalf of **Education and Skills Funding Agency**

PART A – THE SERVICES



PART B – THE CHARGES

1. Charges:

- a. The Client shall pay the Charges in consideration of BaxterStorey providing the Services. The Charges shall comprise the aggregate of (i) all costs and amounts properly incurred by BaxterStorey in the provision of the Services; (ii) a management fee of £13,434 per year; and (iii) and VAT at the appropriate rate.
- b. The Annual Operational Budget agreed between the parties is attached below and it sets out the estimated Charges (for comparison purposes against actual costs) for the first 12 months.
- c. Working within the cost-plus framework, any changes to the Services shall be agreed in writing between the parties as part of the monthly meeting and performance review. All exceptional costs outside of the agreed Annual Operational Budget will be captured and authorised as part of the approval route.
- d. BaxterStorey may invoice the Client for the Charges at any time after the end of the accounting period to which they relate.

Annual Operational Budget



Total Core Subsidy: £79,598

2. Payment terms:

All invoices shall be paid within 30 days of their date by BACS or an equivalent automated bank transfer.

3. Audit

- a. During the Term, upon reasonable request, BaxterStorey will make available for the Client's inspection and audit, all invoices for the Services, stock records, requisition records (relating to the Hospitality and Events Services or any additional services), health and safety records and payroll, timesheets or other employee records in each case, relating exclusively to the Client's account in BaxterStorey's possession (each a "Record"). Subject to any legal requirement to retain any Record for a longer period, BaxterStorey shall retain each Record in its possession for a period of 12 months from the date of its creation.
- b. Nothing in paragraph 3.a. above shall require BaxterStorey to provide information to the Client in breach of any obligation of confidentiality it may owe to any third party.

