

## FRAMEWORK SCHEDULE 4: LETTER OF APPOINTMENT AND CALL-OFF TERMS

### Part 1: Letter of Appointment

National Highways  
Commercial & Procurement  
Floor 1,  
2 City Walk,  
Leeds LS11 9AR.

Dear Sir or Madam,

### Letter of Appointment

This letter of Appointment is issued in accordance with the provisions of the Framework Agreement (RM3774) between CCS and the Agency, dated 30<sup>th</sup> September 2021.

Capitalised terms and expressions used in this letter have the same meanings as in the Call-Off Terms unless the context otherwise requires.

Order Number:	TBC
From:	The NATIONAL HIGHWAYS COMPANY LIMITED (company number 09346363), whose registered office is Bridge House, 1 Walnut Tree Close, Guildford GU1 4LZ ("Client")
To:	Conran Design Group Limited (company number 01002786) (via HAVAS UK), whose registered office is Havas House, Hermitage Court, Hermitage Lane, Maidstone, Kent, ME16 9NT. ("Agency")

Effective Date:	4th October 2021
Expiry Date:	End date of Initial Period 3 <sup>rd</sup> October 2024 End date of Maximum Extension Period 3 <sup>rd</sup> October 2025 Minimum written notice to Agency in respect of extension: 14 days

Services required:	Set out in Section 2 (Services offered) and refined by: · the Client's Brief attached at Annex A and the Agency's Proposal attached at Annex B; and
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	Tender Clarifications at Annex B
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Key Individuals:	
[Guarantor(s)]	N/A

Call Off Contract Charges (including any applicable discount(s), but excluding VAT):	See Annex C for Contract Charges and Financial Clarifications
Liability	<p>Neither Party excludes or limits its liability for:</p> <ul style="list-style-type: none"> <li>• death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors or,</li> <li>• bribery, fraud or fraudulent misrepresentation by it or its employees or,</li> <li>• any liability to the extent it cannot be excluded or limited by Law.</li> </ul> <p>Subject to the above, each Party's total aggregate liability in respect of all losses incurred under or in connection with this Agreement are limited to the higher of £100,000 or a sum equal to 125% of the contract charges payable by the Client under the agreement in the previous Contract Year.</p>
Insurance Requirements	As per the RM3774 Insurance Requirements within the Framework T&C's (10.5 – 10.15)
Client billing address for invoicing:	

GDPR	Call-Off Schedule 8 (Authorised Processing Template)
Alternative and/or additional provisions:	

**FORMATION OF CALL OFF CONTRACT**

RM3774 - Campaign Solutions  
Letter of Appointment  
Attachment 4

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**BY SIGNING AND RETURNING THIS LETTER OF APPOINTMENT (which may be done by electronic means) the Agency agrees to enter a Call-Off Contract with the Client to provide the Services in accordance with the terms of this letter and the Call-Off Terms.**

**The Parties hereby acknowledge and agree that they have read this letter and the Call-Off Terms.**

**The Parties hereby acknowledge and agree that this Call-Off 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:**

Name and Title: [REDACTED]

Signature: [REDACTED]

Date: 04 October 2021

**For and on behalf of the Client:**

Name and Title: [REDACTED]

Signature: [REDACTED]

Date: 5th October 2021

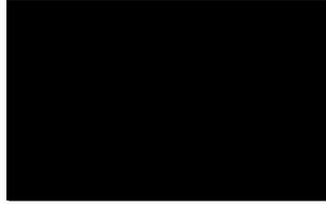
## ANNEX A

### Client Brief

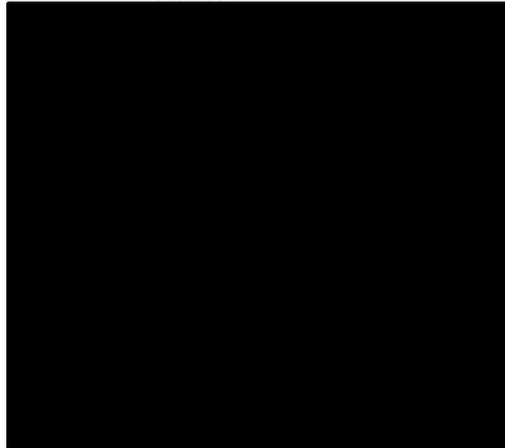


Specification and  
Specification Appen

**ANNEX B**



**Annex C**  
**Contract Charges**



**Part 2: Call-Off Terms**

(Attached and final version will be inserted once signed).