

NHS Property Services Ltd
Regent House
Heaton Lane
Stockport
Cheshire
SK4 1BS

Date: 24/09/2024

To: [REDACTED]

Services: Refurbishment of the Site in accordance with the specification and spatial plan set out in Schedule 1

Site: 3rd Floor, 3 Piccadilly Place, Manchester, M1 3BN

We are writing to confirm the appointment of NHS Property Services (**NHS PS**) in connection with the Services to be carried out at the site upon the terms set out in this Services Instruction.

Services

NHS PS shall carry out and complete the Services in a diligent, efficient and cost-effective manner with all reasonable skill and care. For the avoidance of doubt, the Services will include all necessary permissions for the building works.

Fees

The fee to be paid by us to NHS PS for carrying out the Services is £ [REDACTED] (plus VAT) (the "**Fee**").

The Fee will be paid on satisfactory completion of the Services and submission of a valid VAT invoice by NHS PS.

NHS PS will be paid a management charge of five per cent of the Budgeted Cost below for NHS PS inputs where the Services are aborted prior to completion.

Budgeted Cost

The estimated Budgeted Cost for the Services is £111,175.49 exclusive of VAT and includes the Fee payable to NHS PS.

We confirm that we will provide NHS PS with a purchase order number to the value of the Budgeted Cost.

Unanticipated Costs

If NHS PS incurs Unanticipated Costs and as a result, the overall costs incurred by NHS PS in relation to the Project will exceed the Budgeted Cost, NHS PS will provide details of the Unanticipated Costs to us.

We will either (i) make available an increase in the Budgeted Cost to cover the Unanticipated Costs and /or (ii) consent to reasonable proposals to value engineer the Services to ensure the total costs of the Services do not exceed the Budgeted Cost.

Site(s) Access

If required, we grant NHS PS a non-exclusive licence to access and remain upon those parts of the Site(s) required in order to carry out the Services.

Variation

Any variation to this letter will only be valid when agreed by you and us in writing and signed by authorised signatories.

Insurance

Without prejudice to your obligations under this Services Instruction and/or at law or otherwise, you confirm that you have in place cover via the NHS Resolution Liabilities to Third Parties Scheme (LTPS) to provide services within the NHS.

You shall, when reasonably required by us, make available for inspection the LTPS confirmation of scheme cover.

Copyright

Copyright in all documents which have been or shall be prepared by or on behalf of NHS PS in the course of performing the Services shall remain vested in NHS PS and NHS PS hereby grants us an irrevocable non-exclusive royalty-free licence to use and reproduce the documents for any purpose in connection with the Site.

Termination

Either party may terminate the appointment under this letter at any time by giving no less than twenty eight (28) days' written notice to the other party. Upon receipt of such notice, the NHS PS shall take all reasonable steps to bring the Services to an end and immediately vacate the Site.

Non Solicitation

In order to protect the legitimate business interests of NHS PS you covenant with NHS PS that you shall not attempt to solicit or entice away or solicit or entice away, from the employment or service of NHS PS the services of any person employed or engaged by NHS PS in connection with this letter or in the performance of any Services until the end of 12 months after termination or expiry of this letter or 12 months after completion of the applicable Services whichever is the later.

Governing Law

This letter shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction with regard to all matters arising in connection with or under this letter.

Signed for and on behalf of NICE by an authorised signatory

Print Name: [redacted]

Position: ...Chief People Officer.....

Signature: [redacted]

Signed for and on behalf of NHS Property Services

Print Name:

Position:

Signature:

