

## DPS FRAMEWORK SCHEDULE 4: LETTER OF APPOINTMENT AND CONTRACT TERMS

### Part 1: Letter of Appointment



#### Letter of Appointment

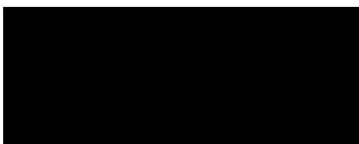
This letter of Appointment dated 22<sup>nd</sup> December 2020, is issued in accordance with the provisions of the DPS Agreement (RM6018) between CCS and the Supplier.

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

Order Number:	CR20084
From:	The Department for Business, Energy and Industrial Strategy, 1 Victoria Street, London SW1H 0ET
To:	Barbour ABI, Informa Markets (UK) Limited, 5 Howick Place, London, SW1P 1WG

Effective Date:	Monday, 4 <sup>th</sup> January 2021
Expiry Date:	Tuesday, 31 <sup>st</sup> December 2024

Services required:	Set out in Section 2, Part B (Specification) of the DPS Agreement and refined by: the Customer's Project Specification attached at Appendix A and the Supplier's Proposal attached at Appendix B of this letter of appointment;
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Key Individuals:	
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Contract Charges (including any applicable discount(s), but excluding VAT):	As per AW5.2 Price Schedule response highlighted within the RM6018 Contract Terms, section; Annex 1 – Contract Charges. The total value of this contract shall not exceed £396,480.00 excluding VAT.
Insurance Requirements	<p>Additional public liability insurance to cover all risks in the performance of the Contract, with a minimum limit of £5 million for each individual claim</p> <p>Additional employers' liability insurance with a minimum limit of £5 million indemnity</p> <p>Additional professional indemnity insurance adequate to cover all risks in the performance of the Contract with a minimum limit of indemnity of £2 million for each individual claim.</p> <p>Product liability insurance cover all risks in the provision of Deliverables under the Contract, with a minimum limit of £5 million for each individual claim</p>
Liability Requirements	<b>Suppliers limitation of Liability</b> (Clause 18 of the Contract Terms);
Special Conditions	<p>The initial Contract term will be 2 years at which point BEIS will confirm if it wishes to extend for an additional 3<sup>rd</sup> year. At the end of year 3 BEIS will then again decide if they wish to invoke the final 4<sup>th</sup> year of this Contract.</p> <p>Throughout the entire 4 potential years of this Contract BEIS reserve the right to invoke a 90-day termination with written confirmation should we require.</p>
General Data Protection Regulations (GDPR)	Schedule 7 of the Contract Terms
Customer billing address for invoicing:	All invoices should be sent to should be sent to finance@services.ukpbs.co.uk or Billingham (UKPBS, Queensway House, West Precinct, Billingham, TS23 2NF).

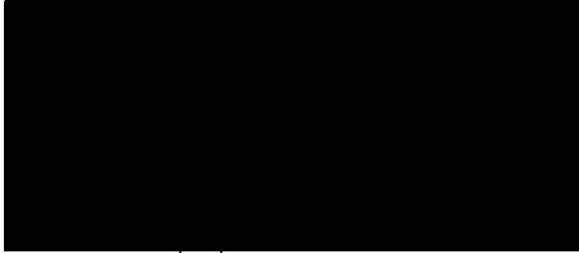
#### FORMATION OF CONTRACT

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

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

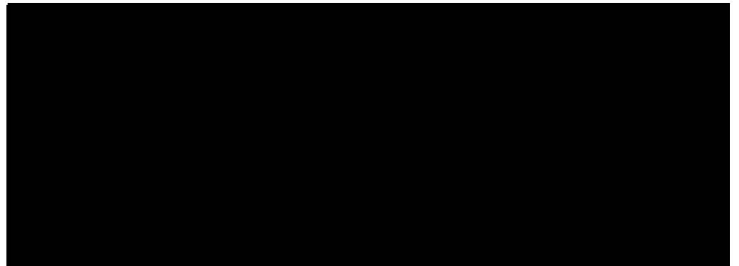
The Parties hereby acknowledge and agree that this Contract shall be formed when the Customer acknowledges (which may be done by electronic means) the receipt of the signed copy of this letter from the Supplier within two (2) Working Days from such receipt

For and on behalf of the Supplier:



Date: 4/1/2021

For and on behalf of the Customer:



Date: 14/1/2021