

Your Ref: Tender  
Our Ref: Tender»  
Direct Dial: [REDACTED]  
Fax: [REDACTED]  
E-Mail: [REDACTED]  
Date: 16/06/2020

**Folkestone**

Hythe & Romney Marsh  
Shepway District Council



**APPENDIX 1**

**LETTER OF APPOINTMENT  
INSURANCE PLACEMENT DPS**

**REF 978**

Risk Management Partners  
67 Lombard Street  
London  
EC3V 9LJ

Dear Sirs

**Contract for the Provision of YPO DPS Ref: 000978**

This Letter of Appointment acts as an Appointment under this Contract issued in accordance with Clause **Error! Reference source not found.** of the Agreement and the Invitation to Tender. The Provider in their capacity as Insurer agrees to supply the Services specified below in accordance with the terms of this Letter of Appointment which incorporates the Providers Insurance Policy and the Call Off Terms and Conditions annexed hereto for the Term specified below.

For the avoidance of doubt, capitalised terms and expressions used in this Letter of Appointment have the same meanings given to them in or pursuant to the Contract attached to this Letter of Appointment unless the context otherwise requires. Where capitalised terms and expressions used in this Letter of Appointment or the Contract are not defined in the Contract attached to this Letter of Appointment then they shall have the same meanings given to them in the Agreement.

The Provider shall:

- (i) provide the Services to the Contracting Authority in accordance with the provisions of the Contract and the Providers Insurance Policy for the Term;
- (ii) comply with all reasonable instructions given to them by the Contracting Authority in relation to provision of the Services and co-operate at all time with the Contracting Authority and the Contracting Authority's staff;
- (iii) immediately report to the Contracting Authority any matters which involve or could potentially involve a Conflict of Interest. Providers should wherever possible ensure that they minimise the risk of conflict in their supply chain and subsidiary or associated group of companies;

- (iv) ensure that neither it, nor any of its affiliates or Key-Subcontractor brings the Contracting Authority into disrepute, regardless of whether or not such act or omission is related to the Provider's obligations under this Contract;
- (v) comply with the Contracting Authority's internal policies and procedures in each case as notified to the Provider in writing by the Contracting Authority (or if agreed between the Contracting Authority and the Provider, provide evidence to the Contracting Authority of the Providers internal policies and procedures for the Contracting Authority to confirm that these are adequate); and
- (vi) comply with government and FCA codes and practices in force from time to time (including but not limited to policies, procedures, codes and practices relating to staff vetting, security, equality and diversity, confidentiality undertakings and sustainability).

The Provider shall not:

- (i) incur any costs which could result in any estimated figure for any element of the Services being exceeded without first gaining the approval of the Contracting Authority; or
- (ii) engage in any conduct which in the reasonable opinion of the Contracting Authority could be potentially detrimental to the reputation of the Contracting Authority.

Both Parties shall take all necessary measures to ensure the health and safety of the other Party's Staff, employees, consultants and agents visiting their premises.

No variation of this Contract shall be effective unless it is carried out in accordance with Clause **Error! Reference source not found.** of the Contract. For the avoidance of doubt any variation must be in writing and signed by both Parties or an authorised representative of each Party.

Each Party must comply with Clause **Error! Reference source not found.** of the Contract relating to Confidential Information and acknowledges the importance of this Clause.

Subject to the rights in relation to Confidential Information and Commercially Sensitive Information within the Framework Agreement and Contract, the Contracting Authority shall be entitled to publicise this Contract in accordance with any legal obligation placed upon the Contracting Authority including any examination of this Contract by the Auditors.

The Provider acknowledges that the Contracting Authority is subject to the requirements of the Freedom of Information Act and the Environmental Information Regulations and shall assist and cooperate with the Contracting Authorities reasonable requests to enable the Contracting Authority to comply with its obligations as set out in the Framework Agreement and Contract.

The Provider shall not, and shall procure that its Key Sub-Contractors, Staff, affiliates, officers, auditors, directors or board or executive, potential reinsurers or regulators shall not, make any press announcements or publicise this Contract in any way without first obtaining written approval from the Contracting Authority.

For the purposes of the definition of Restricted Countries in Clause 1 of this Contract, the Contracting Authority confirms that **United States of America** is a non-Restricted Country.

**FROM**

<b>Contracting Authority</b>	<b>Folkestone &amp; Hythe District Council</b>
<b>Address</b>	Civic Centre, Castle Hill Avenue, Folkestone, Kent, CT20 2QY
<b>Invoice Address</b>	<b>Folkestone &amp; Hythe District Council</b> Civic Centre, Castle Hill Avenue, Folkestone, Kent, CT20 2QY
<b>Contact Ref:</b>	Name: [REDACTED] Phone: [REDACTED] e-mail: [REDACTED]

**TO**

<b>Provider:</b>	<b>Risk Management Partners</b>
<b>Address:</b>	<b>67 Lombard Street</b> <b>London</b> <b>EC3V 9LJ</b>
<b>Contact Details</b>	Name: [REDACTED] Phone: [REDACTED] Email [REDACTED]

**1.**

**TERM**

**1.1 Effective Date**

**1.1.1 This Contract shall commence on: 1 August 2020**

**1.2 Expiry Date**

**1.2.1 This Contract shall expire on: 31 July 2025**

**2.**

**APPLICABLE LAW**

**The Contracting Authority confirms that the applicable law for this Call Off Contract shall be the law of England**

**3.**

**KEY SUB-CONTRACTORS**

**We hereby consent to the appointment of the following Key Sub-Contractors in connection with the provision of the Contract Services:**

**4. SERVICES**

**Provision of Insurance cover for Personal Accident / Business Travel**

**5. AMMENDMENTS TO TERMS AND CONDITIONS**

**As per Tender Appendix 3 - Insurance Placement DPS 978 - Call-Off Terms and Conditions**

**6. PAYMENT PROVISIONS**

<b>Contract Price</b>	<b>£1,768.00 plus Insurance Premium Tax</b>
<b>Invoicing Arrangements</b>	<b>Renewal premiums to be invoiced annually</b>

**7. MONITORING ARRANGEMENTS**

**As per ITT**

**SIGNATORY PAGE:**

**BY SIGNING AND RETURNING THIS LETTER OF APPOINTMENT THE PROVIDER AGREES** to enter a legally binding contract with the Contracting Authority to provide to the Contracting Authority the Services specified in this Letter of Appointment (together with where completed and applicable, the mini-competition order (additional requirements) set out in this Letter of Appointment) incorporating the rights and obligations in the Terms and Conditions set out in the Agreement entered into by the Provider and YPO and the Insurance Policy

For and on behalf of the Provider:

Name and Title	██████████
Signature	██████████
Date	22.06.2020

For and on behalf of the Contracting Authority:

Name and Title	██████████ Insurance & Risk Specialist
Signature	██████████
Date	16/06/2020

**APPENDIX 2**

**INSURANCE POLICY PLEASE SEE DOCUMENT Appendix 1c - Folkestone and Hythe  
DC Personal Accident and Travel Quote 2020**

**APPENDIX 3**  
**PRICES FOR SERVICES PLEASE SEE DOCUMENT Appendix 1e - Dover DC**  
**Personal Accident and Travel Quote 2020**