

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



APPENDIX 1

LETTER OF APPOINTMENT
INSURANCE PLACEMENT DPS

REF 978

Zurich Municipal
Zurich House
Gladiator Way
Farnborough
Hampshire
GU14 6GB

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 Provider's 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 [x] is a non-Restricted Country.

FROM

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

TO

| | |
|------------------------|--|
| Provider: | Zurich Municipal |
| Address: | Zurich House Gladiator Way Farnborough Hampshire GU14 6GB |
| Contact Details | Name: Phone: Email |

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| 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 |

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| 2. APPLICABLE LAW |
| The Contracting Authority confirms that the applicable law for this Call Off Contract shall be the law of England |

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| 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 Property, Computer, Casualty, Motor, Engineering Inspection / Insurance and Fidelity Guarantee

5. AMMENDMENTS TO TERMS AND CONDITIONS

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

6. PAYMENT PROVISIONS

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|-------------------------------|---|
| Contract Price | £340,560.77 plus 12% Insurance Premium Tax |
| Invoicing Arrangements | Renewal premiums to be invoiced annually |

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:

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|----------------|---|
| Name and Title | ██████████ (Assistant Regional Manager) |
| Signature | ██████████ |
| Date | 29/06/20 |

For and on behalf of the Contracting Authority:

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