

APPENDIX 2

ORDER FORM

ESPO Framework Agreement 664-13 Consultancy Services Framework

This Order Form is issued subject to the provisions of the framework agreement entered into between ESPO and the Consultant on 24 January 2013 ("**Framework Agreement**"). The Consultant agrees to supply the services specified below on and subject to the terms of this Contract and for the avoidance of doubt the Contract consists of the terms set out in this Order Form and the Order Terms, together with any appendices thereto.

Date	17/11/15	Order Number	To be quoted on all correspondence relating to this Order
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FROM

Customer	Brighton & Hove City Council
Customer's Address	Kings House, Grand Avenue, Hove, BN3 2LS
Invoice Address	Haley Woollard Financial Services 3 rd Floor Bartholomew House Bartholomew Square Brighton, East Sussex BN1 1JE
Contact Ref:	Haley Woollard Financial Services 3 rd Floor Bartholomew House Bartholomew Square Brighton, East Sussex BN1 1JE Phone: 01273 291246 E-mail: haley.woollard@brighton-hove.gov.uk Fax: 01273 291659

TO

Consultant	Capita Treasury Solutions Limited
Consultant's Address	40 Dukes Place London EC3A 7NH
Account Manager	Ross Proudfoot 40 Dukes Place London EC3A 7NH



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	Phone: 0871 664 683 E-mail: ross.proudfoot@capita.co.uk Fax: 0871 664 6830
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This Order Form is subject to the Order Terms which form part of the Framework Agreement. References to clause numbers shall refer to clauses in the Order Terms unless otherwise stated.

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1. TERM

(1.1) Commencement Date: 1st December 2015

(1.2) Expiry Date:

This Contract shall expire on **30th November 2018** unless terminated earlier pursuant to this Contract.

Subject to earlier termination of the Contract in accordance with Clause 23, the Contract shall expire on the Expiry Date provided.

2. SERVICES REQUIREMENTS

(2.1) Services and Deliverables required:

Services - Set out in Schedule 1 (Specification for Treasury Advisory Services) attached

Deliverables - Set out in Schedule 2 - Pages 66-68 (Tender Response)

(2.2) Lots under which the above Services are being supplied:

Treasury Management

(2.3) Performance/Delivery Location/Premises:

N/A

(2.4) Standards:

Quality Standards

Technical Standards

N/A

(2.5) Staff Vetting Procedures:

N/A

(2.6) Disaster Recovery and Business Continuity:

N/A

3. CONSULTANT'S SOLUTION

(3.1) Consultant's Solution:

Set out in Schedule 2

(3.2) Key Personnel of the Consultant to be involved in the provision of the Services and Deliverables:

Set out in Schedule 2

(3.3) Relevant Convictions

N/A

(3.4) Training

N/A

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4. PERFORMANCE OF THE SERVICES AND DELIVERABLES

(4.1) Implementation Plan and Milestones (including dates for completion and/or delivery):

N/A

(4.2) Service Levels and Service Credits

Service Levels:

Set out in Schedule 1

Service Credits:

N/A

(4.3) Critical Service Failure

In terms of the provision of Credit Updates, a critical failure will mean failure to deliver credit updates within 24 hours of a credit rating change of one of the customer's counterparties more than once in a six month period.

(4.4) Monitoring:

The Consultant's performance in supplying the deliverables set out in Pages 66-68 of Schedule 2 will be monitored by the Customer during the contract. Any failure to deliver any of these deliverables will be discussed at the six monthly review meeting, or sooner where a Critical Service Failure is triggered.

5. CUSTOMER RESPONSIBILITIES

(5.1) Customer's Responsibilities:

N/A

(5.2) Customer's Equipment:

N/A

6. CHARGES AND PAYMENT

(6.1) Contract Charges payable by the Customer (including any applicable discount but excluding VAT), payment profile and method of payment (e.g. BACS):

☐ BACS Annually in advance

(6.2) Invoicing and Payment:

The Consultant shall issue invoices annually in advance. The Customer shall pay the Consultant within thirty (30) Working Days of receipt of a Valid Invoice, submitted in accordance with this Paragraph 6.2, the payment profile set out in Paragraph 6.1 above and the provisions of the Contract.

7. LIABILITY

Subject to the provisions of Clause 22, but notwithstanding Clause 22.1.1.4 and 22.1.1.5, of the Order Terms:

- (7.1) the annual aggregate liability of either Party for all Defaults resulting in direct loss of or damage to the property of the other Party under or in connection with the Contract shall in no event exceed 1000 per cent of the Contract Charges payable by the Customer to the Consultant in the year in which the liability arises or any anniversary thereof in which the liability arises.
- (7.2) the annual aggregate liability under the Contract of either Party for all Defaults shall in no event exceed 1000 per cent of the Contract Charges payable by the Customer to the Consultant in the year in which the liability arises or any anniversary thereof in which the liability arises.

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8. INSURANCE

(8.1) Minimum Insurance Period:

6 (six) years following the expiration or earlier termination of the Contract.

(8.2) To comply with its obligations under Clause 22.2 and as a minimum, where requested by the Customer in writing the Consultant shall ensure that:

- (i) **Professional indemnity insurance** is held by the Consultant and by any agent, sub-contractor or consultant involved in the supply of the Services has a minimum aggregate limit of indemnity of two million pounds sterling (£2,000,000) or such higher limit as required by Law from time to time;
- (i) **Public liability insurance** adequate to cover all risks in the performance of this Contract from time to time with a minimum limit of ten million pounds sterling (£10,000,000) for each individual claim or such higher limit as the Customer may reasonably require (and as required by Law) from time to time; and
- (ii) **Employers' liability insurance** with a minimum limit of indemnity of ten million pounds sterling (£10,000,000).

9. TERMINATION

(9.1) Undisputed Sums Time Period:

At least ninety (90) Working Days of the date of the written notice specified in Clause 23.3.3.

(9.2) Termination Without Cause:

At least 3 Months in accordance with Clause 23.4.

10. CONFIDENTIAL INFORMATION

The following information shall be deemed Commercially Sensitive Information or Confidential Information:

- Any information regarding the authority's borrowing or investment activity, and details of any commercial projects either being undertaken or being considered by the authority that the Consultant may have knowledge of as a result of the professional relationship with the authority is deemed commercially sensitive and will need to be approved by the authority before information is shared with any third parties. This does not include information used within the benchmarking exercise which is distributed to other South East benchmarking club members.

11. AUDIT AND ACCESS

12 months after the expiry of the Contract Period or following termination of the Contract.

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12. ADDITIONAL AND/OR ALTERNATIVE CLAUSES

(12.1) Supplemental requirements in addition to Order Terms:

(12.2) Variations to the Order Terms:

N/A

13. FORMATION OF CONTRACT

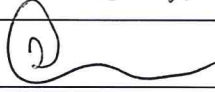
(13.1) The Customer shall enter into a Contract by sending this Order Form to the Consultant for the provision of the Services referred to in the Order Form.

(13.2) The Consultant shall enter into the Contract by returning a signed copy of the Order Form to the Customer.


(13.3) The Contract shall be formed when the Customer acknowledges receipt of the signed copy of the Order Form.

BY SIGNING AND RETURNING THIS ORDER FORM THE CONSULTANT AGREES to enter a legally binding contract with the Customer to provide the Services. The Parties hereby acknowledge and agree that they have read the Order Terms and the Order Form and by signing below agree to be bound by the terms of this Contract.

For and on behalf of the Consultant:

Name and Title	DAVID WHELAN, MANAGING DIRECTOR.
Signature	
Date	16.5.2016

For and on behalf of the Customer:

Name and Title	NIGEL MANVELL, ASS'T DIRECTOR FINANCE
Signature	
Date	20/5/16