



**UK Research
and Innovation**

Millside Fresh Produce Limited,
Units A&B Thornfield Industrial Estate,
Hooton Street,
Carlton,
Nottingham NG3 2NJ

Attn: [REDACTED]

By email to [REDACTED]

Date: 24 October 2024

Your ref:

Our ref: UKRI-3729 **Lot# 3**

Dear Sirs,

Award of UKRI-3729 Framework Agreement for the provision of The British Geological Survey (BGS) Catering Food Supplies to UKRI-BGS 4 x Lots

Following your tender for the provision of The British Geological Survey (BGS) Catering Food Supplies to UKRI, we are pleased to award this framework agreement ("**Agreement**") to you, in respect of **Lot#3 Fresh Fruit & Veg.**

This letter ("**Award Letter**") and its Schedule(s) set out the terms of the Agreement between:

- (1) **United Kingdom Research and Innovation**, a statutory corporation whose registered office is at Polaris House, North Star Avenue, Swindon, England, SN2 1FL ("**UKRI**"); and
- (2) **Millside Fresh Produce Limited**, a company incorporated and registered in England and Wales, with company number 06742789 and registered VAT number GB643394692, whose registered office is at Units A&B Thornfield Industrial Estate, Hooton Street, Carlton, Nottingham, NG3 2NJ (the "**Supplier**")

(each a "**Party**" and together the "**Parties**").

Unless the context otherwise requires, capitalised expressions used in this Award Letter have the same meanings as in the terms and conditions of contract set out in Schedule 1 to this Award Letter (the "**Conditions**"). Please do not attach any Supplier terms and conditions to this Award Letter as they will not be accepted by UKRI and may delay conclusion of the Agreement.

The Agreement is a framework under which UKRI may from time to time procure Goods and/or Services from the Supplier. When UKRI wishes to do so, the Parties shall use all reasonable endeavours to agree in good faith a call-off contract ("**Contract**") in relation to those Goods and/or Services within such timeframes as are reasonable. Each Contract may be documented by a further award letter, another form of contractual document, or (in the case of simpler Contracts) the issuance by UKRI and acceptance by the Supplier of a Purchase Order.

For the purposes of the Agreement, UKRI and the Supplier agree as follows:

Term

- 1 Commencement Date: 04 November 2024
- 2 Expiry Date: 03 November 2027

- 3 UKRI may extend this Agreement for a period of **up to one-year** by giving not less than three-months' notice in writing to the Supplier prior to the Expiry Date. The terms and conditions of this Agreement shall apply throughout any such extended period.

Description of Goods and/or Services

- 4 The Specification of the Goods and/or Services to be delivered is as set out in: i) Schedule 2; and/or ii) the relevant Contract.

Charges & Payment

- 5 The Charges for the Goods and/or Services shall be as set out in: i) Schedule 3; and/or ii) the relevant Contract.
- 6 All invoices should be sent, quoting a valid purchase order number (PO Number) provided by UKRI, to: UK Research and Innovation c/o UK SBS Ltd, Polaris House, North Star Avenue, Swindon, SN2 1FF.
- 7 To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your UKRI contact (i.e. Agreement Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment. If you have a query regarding an outstanding payment please contact our Accounts Payable section either by email to finance@uksbs.co.uk or by telephone 01793 867000 between 09:00-17:00 Monday to Friday.

Supplier's Liability

- 8 Pursuant to clause 21.4, the Supplier's Limit of Liability under this Agreement and/or any Contract shall be: 125% of the total aggregate Charges paid and payable to the Supplier under this Agreement and any Contract.

Insurances

- 9 The Supplier is not required to maintain the following insurance policies referred to in clause 20.1 of the Conditions:
- (a) loss, damage or destruction of any of UKRI's property under the custody and control of the Supplier, with a minimum sum insured of £5 million per claim
 - (b) product liability insurance for not less than £5 million for claims arising from any single event

Notices

- 10 The address for notices of the Parties are:

UKRI

Polaris House, North Star Avenue,
Swindon, England, SN2 1FL

Attn: [REDACTED] ial
Bu [REDACTED]
En [REDACTED]

Supplier

Millside Fresh Produce Limited,
Units A&B Thornfield Industrial Estate,
Hooton Street, Carlton, Nottingham NG3 2NJ

Atten [REDACTED]

Email [REDACTED]

Liaison & Disputes

11 For general liaison and in the absence of [REDACTED]

12 Pursuant to Clause 33.3, Disputes shall be escalated to the following individuals:

(a) Stage 1 escalation:

UKRI: UKRI: [REDACTED]

Supplier: [REDACTED]

(b) Stage 2 escalation:

UKRI: UKRI: [REDACTED]

Supplier: [REDACTED]

We thank you for your co-operation to date and look forward to forging a successful working relationship resulting in a smooth and successful supply of the Goods and/or Services.

Please confirm your acceptance of the award of this Agreement by signing and returning the enclosed copy of this Letter to [REDACTED] other form of acknowledgement will be accepted.

Please remember to quote the reference number UKRI-3729 in any future communications relating to this contract.

Yours faithfully,

Signed for and on behalf of [REDACTED]

Signature: [REDACTED]

Name: [REDACTED]

Position: [REDACTED]

Date: [REDACTED]

We accept the terms set out in this Award Letter and the Schedule(s), together forming the Framework Agreement.

Signed for and on behalf of **Millside Fresh Produce Limited**

Signature: [REDACTED]

Position: [REDACTED]

Date: [REDACTED]