

# **Waste Services, Managing Agent Service Framework Agreement**

Framework Reference Number: LPP/2024/002

Framework User Guide

NHS LPP Estates, Facilities & Corporate Services

February 2025

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1. Introduction

This user guide is intended to provide information about the NHS LPP’s Waste Services Managing Agent Framework and to provide practical support to contracting authorities who wish to access the framework to award contracts.

Please note that the guidance provided within this document only applies to this framework and contracting authorities should ensure they refer to the guidance document which is relevant to the framework they wish to access to ensure that the right processes are being followed.

Procurement teams should be involved in the decision to access the framework to ensure that the decision fits with local procurement policies and contracting authorities’ standing financial instructions.

1.1 Key Information

Framework Title	Waste Services - Managing Agent Service Framework Agreement
NHS LPP Reference Number	LPP/2024/002
Framework Period	3 <sup>rd</sup> February 2025 – 2 <sup>nd</sup> February 2029
Find a Tender Reference Number	FTS-012150
NHS LPP Category Manager	Jez Rumsey (Senior Category Manager) / Sandra Baiden (Category Manager)
NHS LPP Contact Details	Jez.rumsey@lpp.nhs.uk / LPPEFPS@lpp.nhs.uk
Contract Notice Reference Number	2024/S 000-024661
Atamis Project ID	C207022
Supplier Name	Anenta Ltd
Supplier Company Number	08523321
Supplier Address	Rourke House, Waterman's Business Park, The Causeway, Staines-upon-Thames TW18 3BA
Supplier Contact Name	Available on completion of Customer Access Agreement
Supplier Contact Phone Number	As above
Supplier Contact E-mail Address	As above

1.2 Background

NHSE, in collaboration with ICBs and local primary care networks, have been developing an approach to the delivery of ICB wide contracts on a national level.

This work falls into two workstreams, one of which is to procure a compliant route to market for a waste Managing Agent to allow for the re-procurement of existing rolling contracts. This workstream was initially focused on the London ICBs but was subsequently expanded to a national focus.

To satisfy the requirements of the workstream, NHSE requested the support of NHS London Procurement Partnership (NHS LPP) in the procurement of a single supplier framework to be used by NHS and the wider public sector Contracting Authorities to call-off contracts for a Managing Agent to manage and administer outsourced waste contracts for Contracting Authorities, predominantly, but not limited to, primary care organisations.

Following its establishment, NHS LPP have agreed to own and manage the framework which is to be managed alongside the existing NHS LPP portfolio of framework agreements, made available for use by NHS organisations nationally, other public sector bodies and health and social care providers.

NHS LPP framework management shall prevail for the lifetime of the framework and shall include, but not be limited:

- Management and updating of call off documentation as and when required
- Management of updates to the framework contract and signing process with the provider
- Provision of support to organisations wishing to make use of the framework to procure the service
- Collection of MI information, the structure of which will be available to NHSE and inform the Activity Based Income (ABI) generated from called off contracts.
- Provision of an escalation point for both contracting authorities and the supplier to address contractual failings or performance issues should they arise
- Management of the framework supplier as part of the NHS LPPs SRM process

1.3 Overview

NHS LPP, working on behalf of NHS England, issued an invitation to tender ("ITT") in connection with the establishment of this Framework Agreement, following the publication of a Contract Notice dated the 6<sup>th</sup> of August 2024, reference: 2024/S 000-024661

The service specification, commercial model and tender documents for this procurement were created, approved and signed off by the Project Board, incorporating the Tender Evaluation Panel (TEP), and consisting of representatives from five national ICBs, having responsibility for commissioning and managing outsourced waste services on behalf of their respective ICB.

This single supplier framework agreement has been established to provide contracting authorities with a compliant route to procure the services of a Managing Agent to manage outsourced waste management services and will provide contracting authorities with a resource to manage their waste collection and disposal services.

The Managing Agent service includes, but is not limited to:

- Provision of oversight and management of all waste service contracts held by the contracting authority.
- Responsibility for fulfilling the duties of the Waste services contracts on behalf of the contracting authority, ensuring services provided are performing well, compliant with relevant regulations, and held to account when things go wrong.



- Maintenance of a secure ICT system as the primary route for managing information and communication.
  - Server hosting
  - Server maintenance
  - Data management and Integrity
  - Data integration
  - Waste producer interface
  - Vendor interface
  - Contracting authority interface
  - Performance management
  - Operational, regulatory and compliance data processing
  - Invoice validation
  - Waste producer compliance management
  - Core on-line resources
- Provision of a quality service to customers
  - Waste management and compliance advice
  - Operational and performance management
  - Invoice validation query management
- Provision of contract management to ensure continuity of supply and manage the performance of waste management suppliers
  - Vendor routine service meetings
  - Contracting authorities routine contract meetings
  - Waste producer and other stakeholder meetings/engagement
  - On site vendor compliance audits
- The supplier can also provide additional and discretionary services
  - Payment management
  - contract re-design, re-procurement, and mobilisation support
  - Waste Services contingencies
  - New scheme project management
  - Bespoke waste management training

#### 1.4 Expected Benefits

The NHS requires better value for money, improved quality, and increased performance in terms of time and productivity from its procurement processes through the provision of a strategic and sustainable partnering arrangement.

The establishment of this framework agreement provides a compliant procurement solution, enabling users to contract with the supplier to deliver the required managing agent service through the creation of a call off contract.

Specific Benefits:

- Standardise Forms of Contract – NHS Call off Terms and Conditions of Contract
- Key Performance Indicators and a Service Level Agreement tailored to meet the need of the Contracting Authority
- Simplify the process for Contracting Authorities to procure the service and supplier
- Improve consistency of service delivery
- Ensure contracting regulatory compliance for Contracting Authorities
- Embrace the Sustainability, Corporate Social Responsibility and SME agendas
- Anniversary price increases in line with prevailing CPI figures

#### 1.5 Awarding a Contract

To award a contract under this framework the Contracting Authority can contract directly with the Managing Agent supplier by virtue of the supplier providing a solution to the Contracting Authority's requirement, costed in accordance with the prevailing framework rates at the time of order, and confirmed through a jointly signed order form in accordance with the framework terms, forming the basis of the call off contract once signed by both parties.

Instructions on how to access the framework and award a contract is contained in Section 2.

#### 1.6 Framework Contract

The sole supplier of Managing Agent services under this framework, has signed a framework Agreement (contract) with NHS LPP and NHS LPP will seek feedback from Contracting Authorities from time to time to ensure maximum value is derived from the framework.

#### 1.7 Activity Based Income (ABI)

This framework has been established with an Activity Based Income (ABI) charge of 1%, whereby the supplier will pay NHS LPP the ABI charge for all contracts awarded under the framework.

There is no additional charge to contracting authorities and any pricing provided by supplier is inclusive of this charge.

#### 1.8 Management Information

NHS LPP will collect, on a monthly basis, management information from the supplier for each contract they have been awarded under the framework. The management information will allow the respective Category Manager to have an overview of the supplier performance on specific contracts and to calculate the ABI charge.

#### 1.9 Framework Manager

Contracting authorities who have any questions regarding the framework should contact the respective NHS LPP representative detailed in the Key Information of this Section 1.

### 1.10 Business Continuity Plans

As part of the supplier's tender they have submitted to NHS LPP generic business continuity plans. These have been reviewed and assessed as part of the evaluation of the framework award.

NHS LPP strongly recommends that contracting authorities request as part of their contracting process specific business continuity plans relating to their service and location so these can be retained and formed as contractual.

### 1.11 Access to the Framework Agreement

This framework is open to NHS Trusts, (including PFI healthcare buildings and facilities), NHS Collaborative Procurement Organisations, Integrated Care Boards, NHS Improvement / NHS England, NHS Property Services Ltd, Community Health Partnerships and the wider public sector including, but not limited to, central and local government organisations, educational establishments and registered charities including housing providers throughout England.

A complete list of participating authorities is available to download from the respective Framework page of the NHS LPP website [www.lpp.nhs.uk](http://www.lpp.nhs.uk)

### 1.12 Benefits of Accessing the Framework

There are a number of benefits of awarding contracts under this framework, including:

- Faster and less onerous than an open tender process.
- There is no need to assess the framework supplier against criteria such as financial standing or business probity as this has been assessed during the tendering stage of the framework establishment.
- By using the framework there is no need for you to separately advertise your requirement.
- Service specification providing the core managing services along with the ability to add discretionary services
- The NHS terms and conditions of the framework agreement and call off contracts have been agreed with the supplier and therefore no further legal dialogue is required.
- By following these guidelines, contracting authorities ensure compliance with Procurement legislation.

### 1.13 Customer Access Agreement Charge

There is no charge for contracting authorities to access this framework agreement, the only charge payable to NHS LPP is the ABI charge from the contracted supplier.

### 1.14 Customer Access Agreement (CAA)

Contracting Authorities wishing to access this framework should send a completed CAA to the NHS LPP representative, detailed in the Key Information of this Section 1.

Once this has been completed NHS LPP will provide the contracting authority with access to the contracting documents and advise the supplier that the CAA has been signed. The supplier will not enter into contracts under this framework with any contracting authority until the NHS LPP Category Manager has confirmed a signed CAA is in place.

The CAA is available at Appendix B of this User guide and to download from the respective Framework page of the NHS LPP website [www.lpp.nhs.uk](http://www.lpp.nhs.uk)

## 2. Contracting with the Supplier

### 2.1 Project Team

Contracting authorities may wish to establish a project team responsible for supporting the award of the call off contract. The project team should include key stakeholders from across the organisation who can input into the order and ensure all requirements are detailed in the order to allow the Supplier to provide a priced offer, in accordance with the prevailing framework prices.

The project team should be supported by a project lead who is responsible for ensuring the project is supported by the Contracting Authority's board and managing the implementation of the call off contract.

The Project lead can liaise with the NHS LPP Category Manager to provide advice and guidance in respect of the contracting process.

### 2.2 Contracting with the Supplier

Call off orders commissioned off of the Framework Agreement must be contracted for a minimum term of two years and maximum term not exceeding five years, allowing the supplier to obtain a return on their investment.

To award a contract under this Framework, the contracting authority should refer to the responsibility's matrix in Appendix A and complete and return the customer access agreement (CAA) in Appendix B. On receipt of the completed CAA, NHS LPP will provide the contracting authority with the documents needed to place an order (call off contract) with the managing agent service (Appendix C).

The contracting authority sends the order form to the supplier, requesting a contract price, compliant with the framework specification and prevailing rates.

The call off contract is formed between the contracting authority and the supplier under the framework agreement by the signing of the order (Annex A of the call of contract).

This becomes the legally binding (call off) contract and is made up of the following components:

- Schedules 1 – 4 of the call-off terms and conditions;
- Schedule 5 – Pricing schedule
- Schedule 6 – Key performance indicators
- Annex A - The completed order form; and
- The applicable parts of the specification and Tender Response Document, as may be supplemented by information set out and/or referred to in the Order Form;



## 2.3 Order Form

Contracting authorities are able to place an order for services under the Framework Agreement at any time throughout its four year term by means of completing and issuing the order form to the supplier and will include, but not be limited to the following information:

- The name of the contracting authority and supplier entering into the call-off contract;
- Reference to the Framework Agreement and application of the call-off terms and conditions;
- Date of the order;
- Confirmation of the services being ordered;
- The term of the particular call-off contract;
- Date of the commencement of services where this is not the date of the order form and long-stop date;
- The name and contact details for the contract managers for each party, as relevant to the specific order;
- The addresses of both parties for notices to be given under the call-off contract;
- Confirmation of the contract price for that order, as calculated in accordance with the pricing schedule set out in the Framework Agreement;
- Confirmation of the payment profile, i.e. whether this is monthly in arrears or immediately following completion of the provision of the services;
- Details of KPI's and associated service credits relevant to the order, if any;
- Details of any implementation phase and associated implementation plan;
- If the supplier is processing personal data, confirmation of whether the supplier is doing so as a data controller or data processor;
- Details of or reference to any lease or licence being granted by the contracting authority to the supplier to enable it to provide the services; and
- Other supplementary details relevant to the particular order
- The respective Purchase Order number(s) and any other administrative details as required by any internal systems and processes.

## 2.4 Pricing

Framework prices are fixed for the first 12 months of the agreement, to 2<sup>nd</sup> February 2026, thereafter prices are subject to an increase / decrease in accordance with the prevailing % rate of the CPI at the previous September.

All contracts called off of the framework will be awarded in accordance with the incumbent framework price, fixed for twelve months and subject to an annual price increase, on the anniversary of the call off contract, in accordance with the prevailing % rate of the CPI at the previous September.

## 2.5 Transition, Planning and Support

If required, the supplier will provide the contracting authority with a transition plan which clearly explains what tasks need to be undertaken and who is responsible for ensuring they are completed. This plan should set out the level of resource which is required from both the supplier and the contracting authority during the transition process.

The expected timescales for each stage of the transition and the mobilisation as a whole should be shown. The Contracting Authority should review the supplier's performance against the plan on a regular basis throughout the transition.

## 2.6 Managing the Call off Contract

The contracting authority should hold regular meetings with the supplier to review performance against agreed service levels and key performance indicators.

Should the supplier fail to meet the agreed key performance indicators and/or levels of performance then the contracting authority should look to take corrective action as outlined within the contract document. The NHS LPP Category Manager should be made aware of repeated failures in the Supplier's performance and can be asked by the contracting authority to support in rectifying issues.

## 2.7 Key Performance Indicators

Schedule 6 of the contracting documents provides those key performance indicators that have been implemented for contracting authorities to use within the call off contract as a way of monitoring and managing supplier performance

## 3. Frequently Asked Questions

### 3.1 What is a Framework and is it compulsory to join?

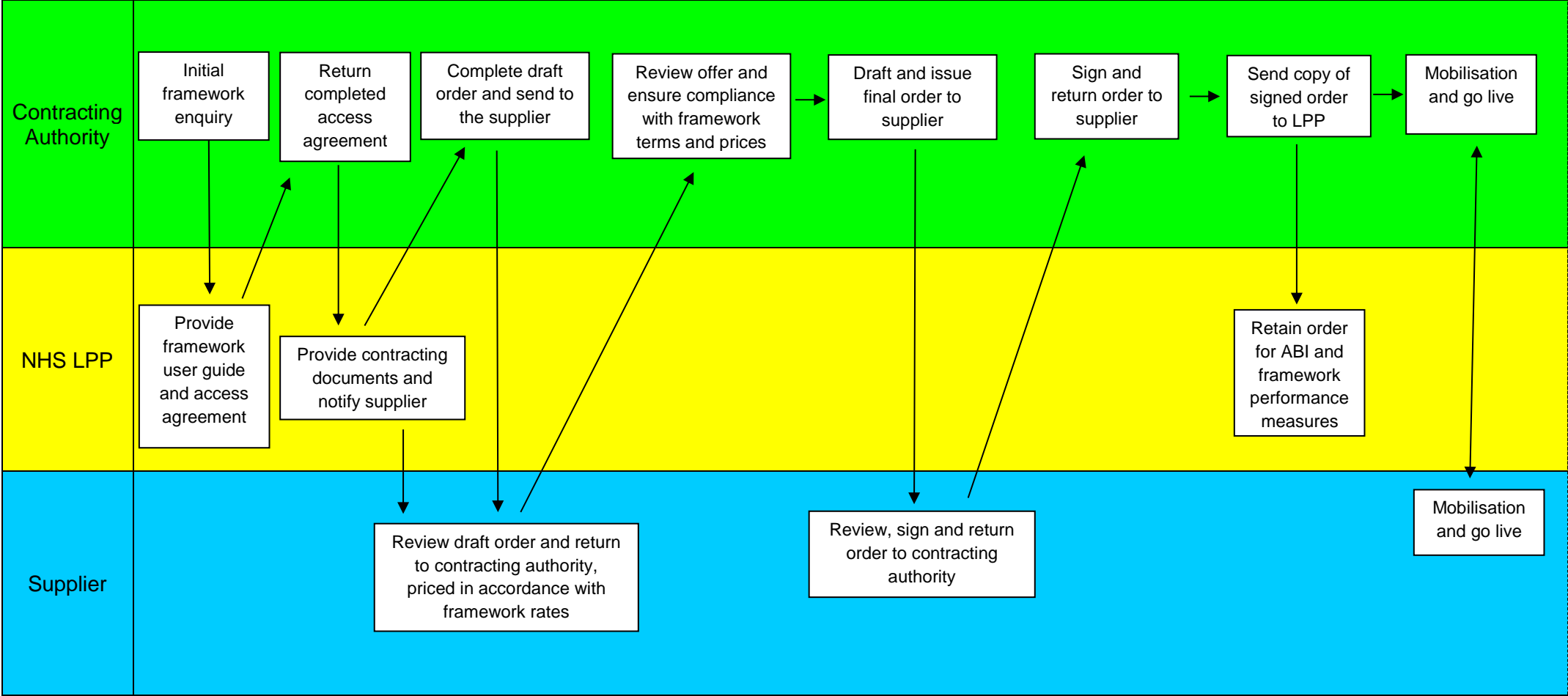
A framework is a general term for an agreement with a supplier(s) which sets out the terms and conditions under which specific purchases (call-offs) can be made throughout the term of the agreement. Frameworks are established for bodies to buy works, goods or services from pre-approved suppliers.

However, they are not compulsory to join and contracting authorities are free to source their requirements however they so desired.

### 3.2 Do I have to apply a stand still period to a call off contract?

No, contracts are formed via the provision of a call off order from the Framework Agreement and therefore the standstill period is not required.

Responsibilities Matrix [Guide]





## Appendix B

### **CUSTOMER ACCESS AGREEMENT NHS LONDON PROCUREMENT PARTNERSHIP**

#### **Waste Services Managing Agent Framework Agreement**

**LPP/2024/002**

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Before conducting any activity under this Framework Agreement please complete and return this form to NHS LPP by e-mail to [lpplfps@lpp.nhs.uk](mailto:lpplfps@lpp.nhs.uk)

This Access Agreement enables the Contracting Authority detailed herein to access the services sourced by NHS LPP.

On return of this signed Access Agreement:

1. NHS LPP will make available to the Contracting Authority all details of the Framework including supplier details and contracting templates and documents.
2. The Contracting Authority will be entitled at any time during the term of this agreement to procure the service from Framework Agreement.
3. Unless otherwise agreed in writing, the Contracting Authority will have full responsibility and ownership for the administration and management of each individual call off contract which will include, but is not restricted to, the preparation and issue of specifications, the receipt and evaluation of proposals and the issue of service contracts specific to their own business needs.
4. NHS LPP retains overall responsibility for the management of the Framework, the terms of which can only be amended by NHS LPP in agreement with all qualified suppliers.

#### Declaration

5. **[Insert Contracting Authority Name]** accept all responsibility for both accessing and using the Framework in accordance with its associated terms and conditions of contract;
6. We agree that NHS LPP have no responsibility, or liability, on behalf of our organisation relating to our use of this Framework;
7. We certify that, with the exception of the provision of information in order to comply with government guidelines and/or legislation regarding transparency and expenditure of public money, all information provided by NHS LPP in relation to the Framework, in any

form, will be kept strictly confidential and not be made available to any external entity other than our own, without prior permission of NHS LPP.

8. We authorise NHS LPP to receive management information from the contracted supplier, regarding the usage of this Framework by the organisation. Such information will be used by NHS LPP for contract management and administration purposes.
9. We agree not to disclose any information relating to the commercials of the Framework to any other organisation and will use reasonable security measures to safeguard the information
10. If and when requested, we shall provide management information to NHS LPP on an annual basis including, but not limited to;
  - Number of contracts awarded
  - Level of business expenditure
  - A record of any failures by the supplier to provide services in accordance with the relevant order.

#### Duration and termination

The Access Agreement is valid until the expiration of the Framework Agreement.

NHS LPP reserve the right to withdraw the organisation's access to the Framework at any time where it is apparent that NHS LPP business is being adversely affected by this agreement and/or where the quality of service provided by the supplier is impacted. In the event of such action being taken, any incumbent contracts will be honoured.

#### Authorisation

We hereby confirm that the Contracting Authority detailed herein intends to participate in the NHS LPP Waste Services Managing Agent Framework Agreement and that in doing so will act in accordance with the guidance and instructions set out in the relevant NHS LPP User guide, associated terms and conditions of contract, and in accordance with the relevant Procurement Regulations.

**For completion by the Customer (ALL FIELDS MANDATORY):**

<b>Name of Contracting Authority</b>	
<b>Name of Framework</b>	<b>Waste Services Managing Agent F/A (LPP/2024/002)</b>
<b>Description of Requirements</b>	
<b>Proposed Contract Value</b> (exc. VAT) (Excluding Extensions)	
<b>Proposed Contract Start Date</b>	

<b>Proposed Contract Term</b> (Excluding Extensions)	
<b>Proposed Extension</b>	
<b>Incumbent Supplier</b>	
<b>Would you like NHS LPP to provide further details in respect of the bespoke service offering available? (e.g. tender management)</b>	Yes / No* *delete as appropriate

<b>Contracting Authority Contact Name</b>	
<b>Contracting Authority Contact E-Mail</b>	
<b>Contracting Authority Contact Number</b> <u>Must</u> be provided	
<b>Job Title</b>	
<b>Signature</b>	
<b>Date</b>	

**If access is facilitated by Procurement Hub. Please provide details:**

<b>Name of Procurement Hub</b>	
<b>Contact Name</b>	
<b>Job Title</b>	
<b>Signature</b>	
<b>Date</b>	

**For completion by NHS LPP:**

<b>Name</b>	
<b>Job Title</b>	
<b>Signature</b>	

Date	
NHS LPP – URN	
NHS LPP - ODD ID	

### Call off Order Form

This Order Form is issued subject to the provisions of the Framework Agreement entered into between NHS London Procurement Partnership and the Supplier.

It may be used by Participating Authorities to specify their exact requirements when they are calling off from the Framework Agreement for the provision of a Managing Agent Service.

The Supplier must countersign the Order Form and return it to the Participating Authority and copy to the NHS London Procurement Partnership Contract Manager.

<b>Date of Order</b>	[ ]	<b>Order Reference Number (PO Number)</b>	[ ]
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#### **FROM:**

Participating Authority	[ ]
Main Address of Participating Authority	[ ]
Invoice Address and electronic e mail Address	[ ]
Contract Manager	Name: [ ] Address: [ ] Phone: [ ] e-mail: [ ] Fax: [ ]
For and on behalf of the Participating Authority	Signed: Name: Date: Title:

#### **TO:**

Supplier	[ ]
----------	-----

Supplier's Address	[ ]
Contract Manager	Name: [ ] Address: [ ] Phone: [ ] e-mail: [ ] Fax: [ ]
For and on behalf of the Supplier	Signed:  Name:  Date:  Title:
<b>1. TERM</b>	
<b>1.1 Services Commencement Date</b> This Call-Off Contract commences on: [dd/mm/yyyy]	
<b>1.2 Expiry Date</b> - This Call-Off Contract shall expire on [dd/mm/yyyy] (min 2 year term max 5 years):	
<b>1.3 Services Requirements</b> 1.3.1 This order is for the provision of a Clinical Waste Services, Managing Agent Service - It is mutually recognised that the volume of these services may vary from time to time during the course of this Call-Off Contract, subject always to the terms of the Call-Off Contracts. 1.3.2 <b>Services to be provided</b> <i>Guidance Note: Include sufficient details of the services, scope (see service specification), volumes and other information required for the order to include any KPI's and details of any implementation phase and associated implementation plan.</i> 1.3.3 <b>Supplementary Details</b> <i>Guidance Note: Include any supplementary details relevant to the Order (in particular, any reference to the Participating Authority's requirements set out in any documents relating to the Supplier's proposal).</i>	

<b>2. PRINCIPAL LOCATIONS</b>
<b>2.1 Principal locations where the Clinical Waste Services are being performed</b>  <b>Clinical Waste Service Locations / Premises</b>  Guidance Note: The majority of the services will be performed remotely, however there may be times when site attendance will be required and therefore the contracting Authority should detail the locations being served.

<b>3. STANDARDS</b>
<b>3.1 Quality Standards</b>  [Insert Quality Standards].  <b>3.2 Technical Standards</b>  [Insert Technical Standards].  [Guidance Note: Where Service Standards are relevant to the Order of the Services.]

<b>4. PARTICIPATING AUTHORITY RESPONSIBILITIES</b>
<b>4.1 Participating Authority Responsibilities</b>  [Insert Responsibilities]  Guidance Note: Include details of any specific requirements/responsibilities on the Customer – for example, the granting of access to the relevant location, permit to work, etc.

<b>5. CONTRACT PRICE AND PAYMENT</b>
<b>5.1 Contract Price (in accordance with prevailing Framework Rates)</b>   The Overall Contract Price for the provision of the services is £.....  (Prices are subject to an annual increase in accordance with the framework and call off contract terms)



Guidance Note: Insert details of the contract price for the order, as calculated in accordance with the Commercial Schedule (Schedule of Rates) set out in the Framework Agreement.

#### 5.1 Payment profile and method of payment

Guidance Note: Insert details of the payment profile for the order and the method of payment.

#### 5.2 Invoice format

The Supplier shall issue [electronic]/[paper] invoices [Monthly]/[Quarterly] in arrears. The Participating Authority shall pay the Supplier within [thirty (30) calendar days] of receipt of a valid invoice, submitted in accordance with this paragraph 5.2 the payment profile set out in paragraph 5.1 above and the provisions of the Call-Off Contract.

Guidance Note: specify the type of invoicing required and the particular details to be included on each invoice, within the requirements laid out in the Framework Agreement.

#### 5.3 Activity Based Income

NHS LPP will charge the Successful Bidder an ABI fee of 1% of the of this contract (inclusive of Value Added Tax at the prevailing rate).

The 1% ABI fee will not be increased throughout the contract period and will be invoiced by NHS LPP based on the monthly management information provided by the supplier.

### 6. DISPUTE RESOLUTION

6.1 Disputes will be managed in accordance with the requirements of the Call off Contract Terms

#### 6.2 Mediation Provider

Centre for Effective Dispute Resolution.

### 7. LIABILITY

Subject to the provisions of Clause 13 'Limit of Liability' of Schedule 2 of the Framework Agreement:

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 this Call-Off Contract shall in no event exceed £5m

## **8. INSURANCE**

### **8.1 Minimum Insurance Period**

Six (6) years following the expiration or earlier termination of this Call-Off Contract

**8.2 To comply with its obligations under this Call-Off Contract, the Supplier shall provide the minimum level of Insurance cover as set out in Clause 14 of the Framework Agreement.**

Guidance Note: Consider if the minimum limits of insurance are appropriate and make any changes that may be considered necessary in accordance with the Call-Off Contract.

## **Contact Details**

### **Jez Rumsey**

Senior Category Manager

NHS London Procurement Partnership  
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London SE1 4ND

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Web [www.lpp.nhs.uk](http://www.lpp.nhs.uk)

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