



Homes &
Communities
Agency

Date

Address

Dear

**Ref:- Homes and Communities Agency, Delivery Partner Panel 2 (DPP2)
Delivery Partner Panel 2, OJEU notice number Notice ref 2012/S 64-103639.**

We understand that **XXXXX** wishes to make use of the above Panel. The Homes and Communities Agency is prepared to make available its list of panel members, contact details, along with copies of the relevant framework contracts ("Panel Information"). However, the provision of the Panel Information is on the basis of **XXXXX** agreeing to the terms and conditions set out in this letter as follows:

That the Homes and Communities Agency:-

- 1 give no warranty, undertaking or guarantee in respect of the ability of **XXXXX** to use the Panels or in respect of any procedure for awarding individual projects;
- 2 give no warranty, undertaking or guarantee in relation to the performance of the panel members;
- 3 give no warranty, undertaking or guarantee in respect of the Panel Information. The Homes and Communities Agency reserves the right to determine or change any panel appointments within the limits allowed by the individual panel appointments;
- 4 may at its sole discretion suspend the use of the Panel by **XXXXX** on written notice having immediate effect and any project tendering procedure and/or project agreement made with a panel member after the date of notification will not be made pursuant to the terms of the Panel and it will be the responsibility of **XXXXX** and the Delivery Partner to agree the terms of contract between them and the compliance with any procurement laws or regulations.
- 5 Subject to paragraph 6 below, the Homes and Communities Agency shall have no liability whatsoever to **XXXXX** or a panel member in respect of the use of the Panel or the Panel Information nor in respect of:

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- (a) any breach of panel framework contract;
 - (b) any failure, act or omission by the Homes and Communities Agency in relation to the panel framework agreement or any the project tendering procedure carried out under the contract;
 - (c) any representation, statement or tortuous act or omission, negligence, arising under or in connection with panel framework agreement;
 - (d) loss of profits;
 - (e) loss of business;
 - (f) depletion of goodwill or similar losses;
 - (g) loss of anticipated savings;
 - (h) loss of contract;
 - (i) misrepresentation.
- 6 Nothing in this letter is intended to limit or exclude the liability of the Homes and Communities Agency:
- (a) for death or personal injury resulting from its negligence;
 - (b) for any damage or liability incurred as a result of fraud or fraudulent misrepresentation by the Homes and Communities Agency.
- 7 The **XXXXX** agrees and undertakes to the Homes and Communities Agency that it agrees to be bound by the terms of the panel framework agreement between the Homes and Communities Agency and panel members a master copy of which has been provided to **XXXXX** and to adhere and perform to its provisions.

Kindly acknowledge your acceptance of this letter and your agreement to proceed in accordance with its terms by signing and returning the attached copy.

Yours faithfully



Deborah Vogwell
Senior Professional Panels / PQQ

For and on behalf of Homes and Communities Agency

We acknowledge and accept the terms set out in this letter and agree in consideration for access to the Panel that it forms a legally binding agreement between the Homes and Communities Agency and **XXXXX** and it will be taken to form the Access Agreement for the purpose of the Panel. We confirm that we have been provided with the details of the contents of the framework contract agreement before signing this letter and agree to be fully bound by its terms and conditions.

Signed

Duly authorised for and on behalf of **XXXXX**

Dated