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:
(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

[Signature]

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 …………………………………………..