



Regeneration Department

Alan Stennard
Director

Town Hall,
Brighton Street,
Wallasey,
Wirral,
Merseyside
CH44 8ED

to Mike Raworth
Enterprise Solutions
Egerton House
2 Tower Road
Birkenhead
Wirral
CH41 1FN

date 1 October 2009

your ref
my ref RS/IH
service Strategy and Implementation
tel 0151 [redacted] Please ask for [redacted]
fax 0151 [redacted]
email [redacted]

Dear Sir

Instruction to Provide Business Start-Up Services in Wirral Council – Reference RGCP0967

1. Further to the agreement between you and the North West Development Agency dated 30th June 2009 (the "Supplier Agreement") on behalf of Wirral Borough Council (the "Authority") we hereby award you the contract for the provision of Services in the Borough of Wirral targeting Women, BME, Social Enterprise, Disabled, RES Priority Area, 50+, Young People and any other group not covered in the list above on the terms of the Supplier Agreement and the Conditions of Contract (as defined in the Supplier Agreement) and this letter.
2. The definitions contained in the Supplier Agreement and the Conditions of Contract shall apply to this letter.
3. A copy of your Tender is annexed at Schedule 2 to this letter and a copy of the Authority's Request for Quotation is annexed at Schedule 1.
4. The Commencement Date for provision of the Services shall be 1st October 2009 and such Services shall continue to be supplied until the Expiry Date which shall be 31st March 2012 unless this Contract is terminated earlier in accordance with the termination provisions in the Conditions of Contract.



DOCUMENT 3

5. You shall provide the Services in accordance with the services specification included at Schedule 1 of the Conditions of Contract, the Overall Proposal and in accordance with the detailed services as specified in your Tender.
6. Your Charges for the provision of the Services shall be payable in accordance with clause 9 of the Conditions of Contract. The Charges payable for this Contract shall be as set out in [your Tender] (being £2,200 per start-up business supported).

Invoices in respect of the Charges payable for each start-up business shall be submitted to the Authority in accordance with clause 9 of the Conditions of Contract and at the following stages:

- (i) the first instalment of £176 shall become due after the engagement of the end beneficiary/start-up business (the "Target") and once the initial meeting between the Target and you has taken place;
- (ii) the second instalment of £220 shall become due after the provision of the intensive start up services to the Target has been completed and evidenced on the CRM system to the satisfaction of the Authority (such evidence may include but is not limited to the provision of copies of advisor sheets/attendance records showing the provision of at least 3 hours support to the Target);
- (iii) the third instalment of £1,144 shall become due once the Target is trading and satisfactory evidence of trading is supplied and scanned onto the CRM system;
- (iv) the remaining sum of £660 shall be payable in 3 annual instalments of £220 each; the first of these instalments becoming due on the date falling 12 months after the Target has commenced trading; the second of these instalments becoming due on the date falling 24 months after the Target has commenced trading; and the third of these instalments becoming due on the date falling 36 months after the Target has commenced trading. Such instalments will only become due where evidence is provided by you to the Authority and scanned onto the CRM system to show that at least 3 hours support has been provided during each year by you to the Target (such evidence may include but is not limited to the provision of copies of advisor sheets/attendance records but must be to the satisfaction of the Authority).

All invoices should be submitted to our address as noted below and marked for the attention of [REDACTED], Finance Manager, Regeneration Department, Ground Floor, South Annex, Brighton Street, Wallasey, CH44 8ED.

7. De Minimis Aid:

- (a) You shall value the service you provide to each Target and shall inform each Target of the value and any discount you are offering;

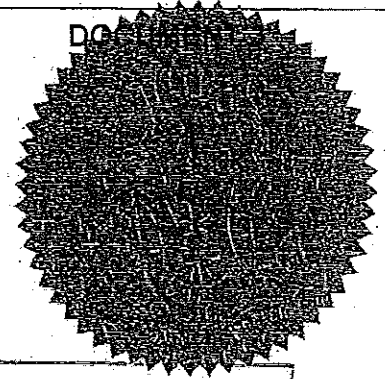
DOCUMENT 3

- (b) You shall inform each Target that the discount is provided under the De Minimis Rules, Article 2 Regulation 1998/2006 Official Journal L 379 of 28th December 2006;
 - (c) You shall require each Target to sign the declaration at Schedule 3 of this letter;
 - (d) You shall maintain records of the cumulation of aid provided by you to each Target under the aforesaid regulation until 31st March 2025 or such other date notified to it by the Authority;
 - (e) You shall provide copies of all signed declarations and copies of the records kept pursuant to sub-paragraphs (d) and (e) above to the Authority upon request.
8. You may be required at a later date to enter into a deed of novation (in accordance with clause 6 of the Supplier Agreement) pursuant to which this instruction may be novated from the Authority to the North West Development Agency.
9. Please sign and return both copies of this letter to the Department of Law, Human Resources and Asset Management (FAO [REDACTED]) Town Hall, Brighton Street, Wallasey, CH44 8ED by way of confirmation that you are proceeding in accordance with this Contract. Unless and until we receive a copy of this letter, signed by you, there shall be no liability howsoever arising upon us to make any payment to you. Time is of the essence in this respect.
10. For the avoidance of doubt, the parties hereto ratify and confirm the Supplier Agreement. This letter and the matters provided in this letter of instruction shall be read, construed and applied subject always to the Supplier Agreement.

SIGNED as a DEED by affixing the)
COMMON SEAL OF)
Wirral Borough Council)
in the presence of:)

[Redacted signature]

Member/Authorised signatory



NUMBER IN SEAL BOOK: 43813

We Enterprise Solutions (NW) Ltd hereby accept and agree to above described engagement upon the terms set out in this letter.

SIGNED as a DEED by)
Enterprise Solutions (NW) Ltd)
acting by two Directors or by a Director and)
and the Secretary :)

Director

Signature: [Redacted signature]

Name: M. C. W. RAWORTH

Director/Secretary

Signature: [Redacted signature]

Name: H. TURNBULL