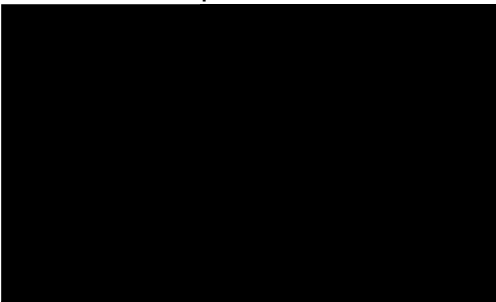


CYPS Commissioning Team
Children's Health and Wellbeing
Wakefield Council
Wakefield One
Wakefield
WF1 2DD
Email: Childrenscommissioning@wakefield.gov.uk

Date 19th September 2025



Dear Sirs

Re: **Letter of Acceptance – Short Breaks Pseudo Dynamic Purchasing System Agreement (TENDER REF: DN498483)**

I write on behalf of the Council of the City of Wakefield (the "Council") to formally accept [REDACTED] (the "Service Provider") application for appointment to the Council's Short Breaks Pseudo Dynamic Purchasing System ("PDPS") dated 19th September 2025 ("Application") to deliver the Service under the following Lots:

- Lot A1 Individual Support in the Home: daytime and evening services
- Lot A2 Individual Support in the Home: overnight services (waking and sleeping nights);
- Lot B Personal Assistance (Social and Leisure), daytime

at the rates and prices set out in the Service Provider's completed Pricing Schedules in respect of those Lots.

Capitalised Terms used in this Letter of Acceptance ("Letter") shall, unless the context otherwise requires, have the meanings given to them in Appendix A ('Definitions and Interpretation') attached to Section B ('General Terms and Conditions') of the Application Documents.

The Council does not currently intend to issue formal contract documents for execution, however, it reserves the right to do so in due course. If such formal contract documents are executed they shall

supersede this Letter. Up to the date upon which execution of any such contract documents takes place (on behalf of both the Service Provider and the Council) the following documents shall constitute the Agreement between the Council and the Service Provider in respect of the PDPS:

- (i) The Application Documents published by the Council in respect of the PDPS including but not limited to:
 - ITDPS Part One – Section 1 Instructions to Tenderers;
 - ITDPS Part One – Section 3 Specification/Council Brief;
 - ITDPS Part One – Section 5 Conditions of Contract; comprising the Short Breaks Pseudo Dynamic Purchasing System Agreement; comprising Section A 'The Particulars' and Section B 'General Terms and Conditions' (including the Schedules attached to Section B 'General Terms and Conditions');
 - Application – Schedule 1 Selection Questionnaire;
 - Application – Schedule 2 Method Statement;
 - Application – Schedule 3 Pricing Schedule;
 - Application – Schedule 4 Declaration of Non Collusive Application;
 - Application – Schedule 5 FOI Schedule;
 - Application – Schedule 6 Working with Wakefield Supplier Questionnaire;
 - Application – Schedule 7 Form of PDPS Application;
 - Application – Schedule 8 Terms and Conditions Schedule; and
 - Application – Schedule 9 ICT Technical Due Diligence.
- (ii) any variations amending the Council's Application Documents or the Service Provider's Application which have been mutually agreed and recorded by the Council and the Service Provider during or following clarification and due diligence;
- (iii) All supporting documentation and information submitted with the Service Provider's Application dated 12th September 2025; and
- (iv) This Letter (inclusive of Schedule 1 and the Signature Sheet attached).

In addition this Letter also sets out the required variations agreed by the Council and the Service Provider, and that the Council advised in the Application Documents would be subject to further amendment and/or refinement at contract award. These provisions were highlighted in yellow in the Application Documents. Accordingly the Service Provider and the Council agree that ITDPS Part One – Section 5 Conditions of Contract; the Short Breaks Pseudo Dynamic Purchasing System Agreement; comprising Section A 'The Particulars' and Section B 'General Terms and Conditions' (including the Schedules attached to Section B 'General Terms and Conditions' shall be subject to the variations set out at Schedule 1 to this Letter ('Agreed variations').

Except as expressly provided for in this Letter the documents forming the Agreement shall remain unvaried and unamended.

As you are aware the Council procured the PDPS taking advantage of the significant flexibilities provided under the Light Touch Regime under Public Contracts Regulations 2015. In accordance with Clause A.8 ('Operation of the PDPS') of Section A 'The Particulars', and for the avoidance of doubt, the Service Provider acknowledges and agrees in entering into the Agreement that:

- (i) the PDPS shall thereafter remain open throughout its term and service providers may be appointed from time-to-time by the Council subject to their applications for inclusion on the PDPS satisfying the selection criteria;
- (ii) no undertaking or any form of statement, promise, representation or obligation shall be deemed to have been made by the Council in respect of the total quantities or values of the Service;
- (iii) no form of exclusivity has been granted by the Council for the purchase of the Service from the Service Provider and that the Council is at all times entitled to enter into other contracts and agreements with other providers (including under the PDPS and otherwise) for the provision of any or all services which are the same as or similar to the Service;
- (iv) the Council cannot provide any guarantee of any value or volumes of Service or that any Service Contract will be entered into between the Council and the Service Provider under the Agreement;
- (v) the Council shall not incur any liability in respect of any failure to enter into a Service Contract or in connection with the total value of the Service, type of Service or value of Service anticipated by

the Service Provider or which the Service Provider is asked to provide subsequent to entering into the Agreement.

For the avoidance of doubt, if the Service Provider attached its standard terms and conditions to its Application these are not accepted by the Council and will have no contractual effect between the Council and the Service Provider.

The Service Provider is now required to perform its obligations under the Agreement from Monday 22nd September 2025 up to and including 31 January 2026 (subject to earlier termination in accordance with termination under Section B 'General Terms and Conditions' or extension in accordance with Section A 'The Particulars' Clause A3.4). For the avoidance of doubt if there is any conflict or inconsistency between aforementioned documents forming the Agreement Section A 'The Particulars' Clause A2 ('Interpretation of the Agreement and Service Contracts') shall apply and set the precedence of those documents when interpreting the Agreement.

You will see that the Letter has been executed on the Signature Sheet by the Council by including the electronic signatures of two duly authorised officers in accordance with the requirements of the Council's Constitution.

I attach a copy of the Letter in PDF format and a copy of the Signature Sheet (only) in Word format.

The Council proposes that the Letter be executed by the Service Provider electronically in accordance with the instructions below:

Signing Instructions

1. The Law Commission has confirmed that electronic signatures can be used to execute legally binding contracts and that this includes pictures of signatures. As the complete Letter is in PDF form and cannot be amended, I would be grateful if you could arrange for a picture of the signature of duly authorised signatories to be cut and pasted where indicated on the attached Signature Sheet (in Word format);
2. For the purposes of this process a 'duly authorised signatory' will be a director or company secretary of the Service Provider or otherwise an individual who has authority to enter into legally binding contracts, of the type attached, on behalf of the Service Provider. The signature should be either cut and pasted onto the Signature Sheet by the authorised signatory themselves or upon the express instruction of the authorised signatory (a record of such authorization to be retained by the Service Provider);
3. Please then return a copy of the signed Signature Sheet to Mathew Sorby, Legal Manager and Laura Cole Commissioning Lead, CYPS Strategy & Innovation by email to the following addresses: msorby@wakefield.gov.uk and lcoble@wakefield.gov.uk confirming that the signature has been included, and the Letter executed by the Service Provider, in accordance with the instructions above.

Please note that if you have any queries regarding this Letter or the Agreement please contact Laura Cole Commissioning Lead, CYPS Strategy & Innovation on Mobile: 07554 705521 or email lcoble@wakefield.gov.uk .

Yours faithfully,



Laura Cole
Commissioning Lead,
CYPS Strategy & Innovation

Schedule 1 – Agreed variations

The Service Provider and the Council agree that the Short Breaks Pseudo Dynamic Purchasing System Agreement; comprising Section A 'The Particulars' and Section B 'General Terms and Conditions' (including the Schedules attached to Section B 'General Terms and Conditions' shall be subject to the variations:

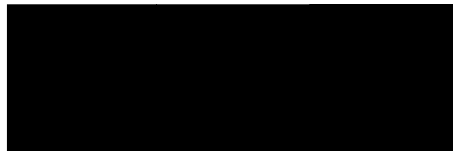
(i) On the Frontsheet of the Agreement:

- a. the date of the Agreement shall be the date that this Letter has been executed by both the Council and the Service Provider;
- b. '[INSERT NAME OF SERVICE PROVIDER]' shall be deleted and shall be replaced by Steady Care Solutions Ltd; and
- c. the words 'Draft – Not capable of being accepted' will be deleted.

(ii) In Section A 'The Particulars':

- a. the date of the Agreement shall be the date that this Letter of Acceptance has been executed by both the Council and the Service Provider;
- b. the words b. the words '[Insert full corporate name of provider] of [Insert registered address of provider] [(company number [INSERT])] [charity number [INSERT]] (the "Service Provider")' shall be deleted and shall be replaced with 'Steady Care Solutions Ltd, company number DN498483 Company's registered office, Unit 6, Beecham House, Aldridge, Walsall WS9 8TZ.
- c. that the words 'reference:[]]) and on Contracts Finder on [INSERT DATE]' are deleted from paragraph 'D' under the heading 'Background' and shall be replaced with 'reference: DN498483 and on Contracts Finder on 20 April 2025';
- d. that the words '[INSERT] DATE]' are deleted from paragraph 'E' and are replaced by words and numbers as follows '12th September 2025';
- e. that at clause A3.1 the words '[1st February 2021]' be deleted and are replaced with '22nd September 2025 starts';
- f. that at clause A3.3 the square brackets and highlighting to the text '31 January 2026' are removed;
- g. that the entirety of clause A3.5 be deleted and replaced with the following words and numbers, 'The Council may extend the Agreement on one or more occasions as long as the total of any such extensions does not cause the duration of the Agreement to exceed 2 years (24 months). For the avoidance of doubt, the Council may extend the Agreement on more than one occasion in accordance with this clause A3 any number of times provided that the Agreement Expiry Date is no later than the day before the 7th (seventh) anniversary of the 31 January 2021';
- h. that at Clause A4.2 the following words are added to identify the Service Provider's Representative and provide their contact details:

'Name:



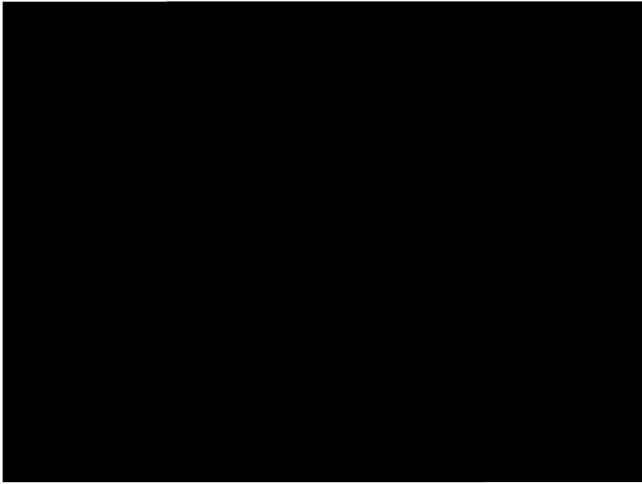
Title:

Contact Details:



- i. that at clause A5.3 the following words are added to provide the details regarding any contract notices that the Council need to issue to the Service Provider:

'b) For the Service Provider:



(iii) In Section B ‘General Terms and Conditions’(including the Schedules attached to Section B ‘General Terms and Conditions’):

- a. at clause B1.1 the words [INSERT LOT OR LOTS APPLICABLE] shall be deleted and shall be replaced with ‘Lot A1, Lot A2, Lot B;
- b. at Appendix C ‘Service Specification’ the Service Provider’s response to the Council’s Brief (as submitted with the Service Provider’s Application) be inserted at Annex 2;
- c. at Appendix D ‘Freedom of Information Schedule’ that any Freedom of Information Schedule submitted with the Service Provider’s Application be inserted;
- d. at Part 1 of Appendix I ‘Service Payment’ under the heading ‘Table 1 – Service Payments’ that Table 1 is deleted and replaced with the following populated Service Payments tables submitted with the Service Provider’s Application:

LOT	Cost per Hour per support worker (£ p)
LOT A1 – Individual Support in the Home (daytime and evening services)	£25.45
LOT A2 – Individual Support in the Home night time (waking night and sleeping night)	
Waking Night Rate	£17.40
Sleeping Night Rate	£17.29
LOT B – Personal Assistance (Social and Leisure)	£24.98

Signature Sheet

Each party hereby agrees to enter into the Agreement on the basis set out in this Letter with effect from the Agreement Commencement Date when signed by both parties. Each party agrees to execute this Letter by electronic signature in accordance with the 'Signing instructions' set out in the Letter and that this method of signature is conclusive of each party's intention to be bound by the Agreement as if signed by each party's manuscript signature.

Signed for and on behalf of Steady Care Solutions Ltd by two duly authorised signatories:

Signed by Director:	
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Name of Director printed:	
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Date:	
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Signed by Director/Company Secretary:	
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Name of Director/Company Secretary printed:	
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Date:	
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Signed for and on behalf of the Council of the City of Wakefield:

Signed:	 Principal Lawyer
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Print Name:	Emma Spurr
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Date:	
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Signed:	 Principal Lawyer
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Print Name:	MATHEW SORBY
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Date:	
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