

# Framework Schedule 6 (Order Form Template and Call-Off Schedules)

## Order Form

CALL-OFF REFERENCE: **10042838**  
**EDC\_5101\_0130**

THE BUYER: **Ebbsfleet Development Corporation**

BUYER ADDRESS **The Observatory, Castel Hill Drive, DA10 1EE**

THE SUPPLIER: **TLT LLP**

SUPPLIER ADDRESS: **One Redcliff Street, Bristol, BS1 6TP**

REGISTRATION NUMBER: **OC308658**

DUNS NUMBER: **73-928-1603**

SID4GOV ID: **N/A**

### APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated **[24 October 2024]**.

It's issued under the Framework Contract with the reference number RM6240 for the provision of Public Sector Legal Services.

CALL-OFF LOT(S):

**LOT: 2a**

### CALL-OFF INCORPORATED TERMS

**[This is a Bronze Contract]**

The following documents are incorporated into this Call-Off Contract. Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

1. This Order Form includes the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1 (Definitions and Interpretation) RM6240
3. Framework Special Terms

4. The following Schedules in equal order of precedence:

- Joint Schedules for RM6240
  - Joint Schedule 2 (Variation Form)
  - Joint Schedule 3 (Insurance Requirements)
  - Joint Schedule 4 (Commercially Sensitive Information)
  - Joint Schedule 10 (Rectification Plan)
  - Joint Schedule 11 (Processing Data)
- Call-Off Schedules for RM6240
  - Call-Off Schedule 1 (Transparency Reports)
  - Call-Off Schedule 2 (Staff Transfer)
  - Call-Off Schedule 3 (Continuous Improvement)
- 5. CCS Core Terms (version 3.0.11)
- 6. Joint Schedule 5 (Corporate Social Responsibility) RM6240
- 7. [Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.]

No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

#### CALL-OFF SPECIAL TERMS

The following Special Terms are incorporated into this Call-Off Contract:

**Special Term 1** – The Core Terms (version 3.0.11) shall be amended with additional wording underlined and deletions scored-through as follows: -

#### **3.1 Deliverables**

3.1.3 The Supplier shall bring to the attention of the Buyer any conflict between:  
(a) the Core Terms or Special Terms in a Contract; and/or  
(b) any of the requirements in Clause 3.1.1;  
and shall comply with the Buyer's decision on the resolution of any such conflict.

#### **3.3 Service clauses**

3.3.9 The Supplier shall to the extent expressly set out in the Order Form, obtain Approval from the Buyer's Authorised Representative before advising the Buyer on:  
(a) Retained EU Law (including State aid and public procurement); or  
(b) public law (including national security); or  
(c) the Employment Regulations; or  
(d) any other issue as may be notified to the Supplier from time to time by the Buyer's Authorised Representative,  
and where Approval is given, if the advice is given orally, confirm in writing, to the Buyer's Authorised Representative, any advice given to the Buyer.

#### **8. Restraint of Trade**

8.8 In order to protect the legitimate business interests of the Parties, each Party covenants with the other that it shall not (except with the prior written consent of the other Party or where a vacancy is openly and publicly advertised by means of a national advertising campaign) employ or engage or otherwise facilitate the employment or engagement of any Restricted Staff.

## **9 Intellectual Property Rights (IPRs)**

9.1 Subject to Clause 9.2, eEach Party keeps ownership of its own Existing IPRs.

9.2 Unless otherwise provided in the Order Form:

(a) Intellectual Property Rights in the output from the Deliverables shall vest in the Supplier who shall grant to the Buyer a non-exclusive, unlimited, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change, exploit and sub-license the same; and

(b) The Supplier gives the Buyer a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change and sub-licence Supplier's Existing IPR to enable it to both:

(bi) receive and use the Deliverables; and

(ii) make use of the deliverables provided by a Replacement Supplier.

9.4 Neither Party has the right to use the other Party's IPRs, including any use of the other Party's names, logos or trademarks, except as provided in Clause 9 or otherwise agreed in writing. However, nothing shall prevent a Buyer from using any techniques, ideas, Know-How which the Buyer has gained during the performance of the Contract in the course of its normal business to the extent that this use does not result in the disclosure of the Supplier's Confidential Information or an infringement of IPRs.

9.5 If there is an IPR Claim, the Supplier indemnifies CCS and each Buyer against all Losses, damages, costs or expenses (including professional fees and fines) incurred as a result.

9.6 If an IPR Claim is made: -

(a) the Buyer shall notify the Supplier in writing of the IPR Claim and the Buyer shall not make any admissions which may be prejudicial to its defence or settlement. The Supplier shall at its own expense conduct all negotiations and any litigation arising out of or in connection with the IPR Claim provided always that the Supplier shall: -

(i) consult CCS and the Buyer on all substantive issues which arise during the conduct of such litigation and negotiations;

(ii) take due and proper account of the interests of the CCS and the Buyer;

- (iii) consider and defend the IPR Claim diligently using competent counsel and in such a way as not to bring the reputation of the Buyer into disrepute; and
  - (iv) not settle or compromise the IPR Claim without the prior written approval of the Buyer (not to be unreasonably withheld or delayed).
- (b) or anticipated the Supplier must at its own expense and the Buyer's sole option, either:
  - (i) obtain for CCS and the Buyer the rights in Clause 9.1 and 9.2 without infringing any third party IPR; or
  - (ii) replace or modify the relevant item with substitutes that do not infringe IPR without adversely affecting the accuracy, completeness, reliability, functionality or performance of the Deliverables.

## **11. How much you can be held responsible for**

11.11 No enquiry, inspection, approval, sanction, comment, consent, decision or instruction at any time made or given by or on behalf of the Buyer to any document or information provided by the Supplier in its provision of the Deliverables, and no failure of the Buyer to discern any defect in or omission from any such document or information shall operate to exclude or limit the obligations of a professional Supplier employed in a buyer / supplier relationship.

11.12 Save as otherwise expressly provided, the obligations of the Buyer under the Contract are obligations of the Buyer in its capacity as a contracting counterparty and nothing in the Contract shall operate as an obligation upon, or in any other way fetter or constrain the Buyer in any other capacity, nor shall the exercise by the Buyer of its duties and powers in any other capacity lead to any liability under the Contract (howsoever arising) on the part of the Buyer to the Supplier.

11.13 No individual nor any service company of the Supplier employing that individual shall have any personal liability to the Buyer for the Deliverables supplied by that individual on behalf of the Supplier and the Buyer shall not bring any claim under the Contract against that individual or such service company in respect of the Contract save in the case of Fraud or any liability for death or personal injury. Nothing in this Clause 11.13 shall in any way limit the liability of the Supplier in respect of the Deliverables, and such liability shall be uncapped unless otherwise specified in the Order Form.

## **34 Resolving Disputes**

### **Complaint Handling**

34.8 If a Complaint is made by any Buyer, either Party shall notify the other Party in writing of the Complaint which if not resolved by operation of the Supplier's

usual Complaint handling procedure within 5 Working Days of becoming aware of the Complaint and, if the Supplier is providing the written notice, such notice shall contain full details of the Supplier's plans to resolve the Complaint.

**34.9 Without prejudice to any:**

- (a) rights and remedies that a complainant may have at Law (including under a Contract), and
- (b) obligation of the Supplier to take remedial action under the provisions of the Contract.

the Supplier shall use its best endeavours to resolve the Complaint within 10 Working Days and in so doing, shall deal with the Complaint fully, expeditiously and fairly.

CALL-OFF START DATE: **1<sup>st</sup> October 2024**

CALL-OFF EXPIRY DATE: **30<sup>th</sup> September 2025**

CALL-OFF INITIAL PERIOD: **12-months**

**CALL-OFF DELIVERABLES**

The Supplier shall provide such advice, support and drafting as the Buyer may require in relation to Subsidy Advice on principles assessment and referral to the Subsidy Advice Unit (SAU) relating to a Subsidy or Scheme of Particular Interest from EDC to Ebbsfleet Garden City Trust (the "Project")

CONFLICT OF INTEREST (COI)  
None

CONFIDENTIALITY  
No additional measures

MAXIMUM LIABILITY  
The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is  
[REDACTED]

**CALL-OFF CHARGES**

Budget forecast fees (Excluding VAT):

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

The Supplier shall advise the Buyers as soon as it becomes apparent that a budget forecast will be exceeded.

Charges for deliverables will be calculated from hourly rates:


#### REIMBURSABLE EXPENSES

None

#### DISBURSEMENTS

Not Payable

#### ADDITIONAL TRAINING CHARGE

None

#### SECONDMENT CHARGE

None

#### PAYMENT METHOD

Supplier invoices must:

- Quote the EDC Purchaser Order on the invoice (confirmed after appointment)
- Include a clear summary of completed work (and breakdown of resource as applicable)
- Reference the agreed budget
- Provide supplier bank details for payment

#### BUYER'S INVOICE ADDRESS:

FAO:

#### BUYER'S AUTHORISED REPRESENTATIVE

#### BUYER'S ENVIRONMENTAL POLICY

**[Insert details]** [Document name] [version] [date] [available online at:]  
**or insert:** [Appended at Call-Off Schedule X]

#### BUYER'S SECURITY POLICY

**[Insert details]** [Document name] [version] [date] [available online at:]

**or insert:** [Appended at Call-Off Schedule X]]

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

SUPPLIER'S CONTRACT MANAGER

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month

PROGRESS MEETING FREQUENCY

As required and agreed

KEY STAFF

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

KEY SUBCONTRACTOR(S)

None

COMMERCIALLY SENSITIVE INFORMATION

Not applicable

SERVICE CREDITS

Not applicable


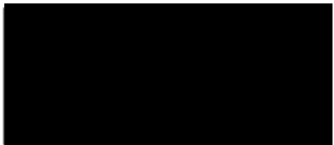


ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

**SOCIAL VALUE COMMITMENT**  
Not applicable

<b>For and on behalf of the Supplier:</b>		<b>For and on behalf of the Buyer:</b>	
Signature:		Signature:	
Name:		Name:	
Role:	Partner	Role:	CEO
Date:	25/11/2024	Date:	06/12/2024