

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

Order Form

CALL-OFF REFERENCE: GLD027 2023.

THE BUYER: **Government Legal Department, Department for Work and Pensions Legal Advisers**

BUYER ADDRESS Ground Floor, Caxton House, Tothill Street,
London SW1H 9NA

THE SUPPLIER: DAC Beachcroft LLP

SUPPLIER ADDRESS: **25 Walbrook, London, England, EC4N 8AF**

REGISTRATION NUMBER:

DUNS NUMBER:

SID4GOV ID:

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 28 June 2023.

It's issued under the Framework Contract with the reference number Legal Services Panel RM6179 for the provision of legal advice and services.

CALL-OFF LOT(S):

Lot 1 – General Legal Advice and Services;

CALL-OFF INCORPORATED TERMS

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 including the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) RM6179
3. Framework Special Terms
4. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6179
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 6 (Key Subcontractors)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 -
 - Call-Off Schedules for GLD027 2023.
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 5 (Pricing Details)
 - Call-Off Schedule 7 (Key Supplier Staff)
 - Call-Off Schedule 9 (Security)
 - Call-Off Schedule 18 (Background Checks)
 - Call-Off Schedule 20 (Call-Off Specification)
 - Call-Off Schedule 24 (Special Schedule)
5. CCS Core Terms (version 3.0.11)
6. Joint Schedule 5 (Corporate Social Responsibility) RM6179

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 Supplier has numerous clients that rely upon it for general representation. The Supplier advises clients in matters arising under the laws of: one or more of the constituent parts of the United Kingdom, the European Union, a Member State of the European Union, the WTO, other international trade and/or investment agreements, or public international law

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

Crown Copyright 2018

generally. As a result, without advance conflicts waivers from Supplier clients, conflicts of interest could arise that could deprive either the Buyer or other Supplier clients of the right to select the Supplier as counsel.

In light of the foregoing, other current or future clients of the Supplier including those identified in the preceding paragraph (collectively, the “Other Clients”) may ask the Supplier to represent them in matters (including litigation) that are adverse to the Buyer but that are not substantially related to the Supplier’s representation of the Buyer. If the Supplier is not representing the Buyer in such a matter, and the matter in which the Buyer and the Other Client have adverse interests is not substantially related to our current or past representation of the Buyer, then:

- 1. the Buyer agrees that the Supplier may represent such Other Client to the extent and provided that the Supplier is and remains not substantially related to the Supplier’s representation of the Buyer;*
- 2. the Buyer waives any conflict of interest arising from such representation; and*
- 3. the Buyer agrees that it will not seek to disqualify or otherwise prevent the Supplier from representing such Other Client,*

provided that any Confidential Information and Personal Data held by lawyers of the Supplier that assisted the Buyer in this matter is kept confidential, in the case of Confidential Information, and Processed, in the case of Personal Data, in accordance with Clauses 14 and 15 of the Core Terms, respectively.

The Buyer acknowledges that it has had an opportunity to consult with other counsel (in-house or otherwise) before agreeing to this waiver.”]

CALL-OFF START DATE: **28th June 2023**

CALL-OFF EXPIRY DATE: 28th June 2024
OR On completion of the Deliverables

CALL-OFF INITIAL PERIOD: One Year

CALL-OFF OPTIONAL EXTENSION PERIOD Six Months

CALL-OFF DELIVERABLES

The Buyer is entitled to 2 hours of free initial consultation and legal advice with each Order in accordance with Paragraph 5.2 of Framework Schedule 1 (Specification).

Option B: See details in Call-Off Schedule 20 (Call-Off Specification)]

MANAGEMENT OF CONFLICT OF INTEREST
NOT USED

CONFIDENTIALITY
Framework standard

IPR

MAXIMUM LIABILITY
The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms, and as amended by the Framework Special Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is
Up to £100,000

CALL-OFF CHARGES

See details in Call-Off Schedule 5 (Pricing Details)

VOLUME DISCOUNTS
Where the Supplier provides Volume Discounts, the applicable percentage discount (set out in Table 2 of Annex 1 of Framework Schedule 3 (Framework Prices)) shall automatically be applied by the Supplier to all Charges it invoices regarding the Deliverables on and from the date and time when the applicable Volume Discount threshold is met and in accordance with Paragraphs 8, 9 and 10 of Framework Schedule 3.

REIMBURSABLE EXPENSES
None

DISBURSEMENTS
Not Payable

ADDITIONAL TRAINING CHARGE
None

SECONDMENT CHARGE
None

PAYMENT METHOD
Monthly invoice to Government Legal Department

BUYER'S INVOICING ADDRESS:
[Redacted]
Ground Floor, Caxton House, Tothill Street, London SW1H 9NA

BUYER'S AUTHORISED REPRESENTATIVE

Alison Nunn/Rasila Jassal

Deputy Directors, Data, Fraud and Decision-making Team, Department for Work and Pensions Legal Advisers

[Redacted] Ground Floor, Caxton House, Tothill Street, London SW1H 9NA

BUYER'S ENVIRONMENTAL POLICY

Available on request

BUYER'S SECURITY POLICY

Available on request

BUYER'S ICT POLICY

Available on request

SUPPLIER'S AUTHORISED REPRESENTATIVE

[Redacted] Partner

[Redacted] Tricorn House, 51-53 Hagley Road, Birmingham, B16 8TP

SUPPLIER'S CONTRACT MANAGER

[Redacted] Partner

[Redacted] Tricorn House, 51-53 Hagley Road, Birmingham, B16 8TP

PROGRESS REPORT

Not applicable.

PROGRESS REPORT FREQUENCY

Not applicable

PROGRESS MEETINGS AND PROGRESS MEETING FREQUENCY

Not applicable

KEY STAFF

Those individuals specified in **[Redacted]**

KEY SUBCONTRACTOR(S)

DAC Beachcroft Claims Limited

DAC Beachcroft Scotland LLP

COMMERCIALLY SENSITIVE INFORMATION

Suppliers pricing and such additional information that a reasonably prudent individual would consider to be commercially sensitive contained within **[Redacted]**

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

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

Crown Copyright 2018

Not applicable

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

Not applicable

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	[Redacted]	Signature:	[Redacted]
Name:	Andrew Parker	Name:	Henry Ripley
Role:	Partner	Role:	Legal Director
Date:	14.7.23	Date:	14.7.23