

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

Order Form

CALL-OFF REFERENCE: **Ad-hoc support to Cabinet Office and Central Team**

THE BUYER: Government Legal Department

BUYER ADDRESS 102 Petty France, London, SW1H 9AJ

THE SUPPLIER: TLT LLP

SUPPLIER ADDRESS: **1 Redcliff Street, Bristol, BS1 6TP**

REGISTRATION NUMBER: **OC308658**

DUNS NUMBER: 739281603

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 16 September 2024.

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 1 (Definitions)
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 5 (Corporate Social Responsibility)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Call-Off Schedules
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 9 (Security)
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - Call-Off Schedule 20 (Call-Off Specification)
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:

None

CALL-OFF START DATE: 4 September 2024

CALL-OFF EXPIRY DATE: 31 March 2025

CALL-OFF INITIAL PERIOD: 29 Weeks
(excluding 25 December & 26 December 2024)

WORKING DAY

For the purposes of this Call-Off Contract, “**Working Day**” shall mean any day, including Saturdays and Sundays and public holidays.

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).

See details in Call-Off Schedule 20 (Call-Off Specification).

MANAGEMENT OF CONFLICT OF INTEREST:

Nothing additional to the CCS Core Terms (Version 3.0.11).

CONFIDENTIALITY:

Nothing additional to the CCS Core Terms (Version 3.0.11).

IPR:

Nothing additional to the CCS Core Terms (Version 3.0.11).

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 Charges for the Call-Off Initial Period used to calculate liability in the first Contract Year is **£100,000 excluding VAT**.

CALL-OFF CHARGES

The Supplier shall charge for the Services at the rates set out in the table below:

[REDACTED]	[REDACTED]

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

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

PAYMENT METHOD

Payment by Purchase Order on receipt of a valid invoice.

Draft invoices with full narrative to include work to that point should be submitted to the PSM contract manager [REDACTED] along with the CLG Cabinet Office and Central Team [REDACTED] for approval. Once the draft invoice is approved, the invoice should be sent to the Buyer's Invoicing Address quoting the correct reference.

Final invoices to be submitted as below.

£ Sterling Client Account Bank:	[REDACTED]
Bank/Branch Address:	[REDACTED] [REDACTED]
Account Name:	[REDACTED]
Sort Code:	[REDACTED]
Account Number:	[REDACTED]
SWIFT/BIC:	[REDACTED]
IBAN:	[REDACTED]
Reference:	[REDACTED]

ADDITIONAL TRAINING CHARGE:

None

SECONDMENT CHARGE:

None

BUYER'S INVOICING ADDRESS:

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

BUYER'S AUTHORISED REPRESENTATIVE

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

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]
[REDACTED]
[REDACTED]
[REDACTED]

SUPPLIER'S CONTRACT MANAGER:

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

PROGRESS REPORT

The Supplier shall prepare at no cost to the Buyer a WIP report setting out:

1. the charges billed to date on the matter;
2. the current level of unbilled charges (WIP) on the matter

PROGRESS REPORT FREQUENCY

The Supplier shall prepare progress reports on a monthly basis and provide them to the Buyer on the last working day of each month unless agreed otherwise.

PROGRESS MEETINGS AND PROGRESS MEETING FREQUENCY

The Supplier's relationship partner or their nominated deputy shall meet with the Buyer to review progress on matters on which the Supplier is instructed under this Call-Off Contract on a fortnightly basis. The frequency of such meetings can be amended and will be agreed between the parties. The meetings shall take place via Microsoft Teams or equivalent.

KEY STAFF

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

Others to be agreed with GLD prior approval.

KEY SUBCONTRACTOR(S)

Not Applicable

COMMERCIALLY SENSITIVE INFORMATION

As per Joint Schedule 4 (Commercially Sensitive Information)

SERVICE CREDITS

Not Applicable

ADDITIONAL INSURANCES

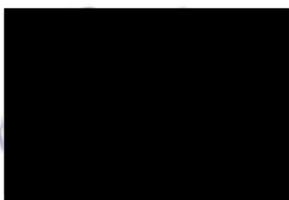
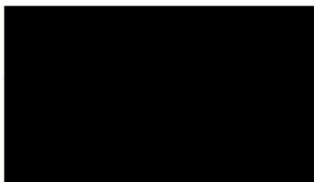
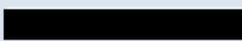
Not applicable

Framework Ref: RM6179
Project Version: v1.0
Model Version: v3.7

GUARANTEE
 Not applicable

SOCIAL VALUE COMMITMENT

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments established at Framework level.

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:	Partner	Role:	Deputy Director
Date:	10 September 2024	Date:	16 September 2024

Ad-hoc support to Cabinet Office and Central Team:

-  Call-Off Schedule 1 - Transparency Reports
-  Call-Off-Schedule 2 - Staff-Transfer.pdf
-  Call-Off Schedule 3 - Continuous-Improver
-  Call-Off Schedule 9 - Security.pdf
-  Call-Off Schedule 15 - Contract Managemen
-  Call-Off Schedule 20 - Specification.pdf
-  Joint Schedule 1-Definitions.pdf
-  Joint-Schedule 2-Variation-Form.pdf
-  Joint-Schedule 3- Insurance-Requireme
-  Joint-Schedule 4-Commercially Sensi
-  Joint Schedule 5 - Corporate Social Resp
-  Joint-Schedule 10-Rectification-Plan.
-  Joint-Schedule 11-Processing-Data.p