

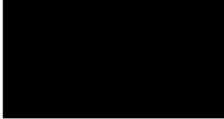
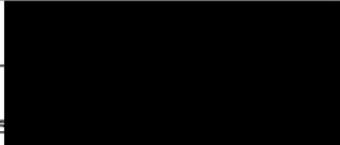
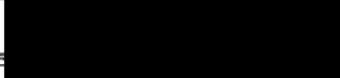
**PANEL AGREEMENT SCHEDULE 4**  
**ORDER FORM AND TERMS AND CONDITIONS**

**ORDER FORM**

**SECTION A**

- (i) This Order Form dated 23/01/2020 is issued in accordance with the provisions of the Panel Agreement for the provision of finance and highly complex transactions legal services.
- (ii) The Supplier agrees to supply the Ordered Panel Services specified below on and subject to the terms of this Legal Services Contract.
- (iii) For the avoidance of doubt this Legal Services Contract consists of the terms set out in this Order Form and the Terms and Conditions.
- (iv) By signing and returning this Order Form (which may be done by electronic means) the Supplier agrees to enter this Legal Services Contract with the Customer to provide the Ordered Panel Services in accordance with this Order Form and the Terms and Conditions.
- (v) The Parties hereby acknowledge and agree that they have read this Order Form and the Terms and Conditions and by signing below agree to be bound by this Legal Services Contract.
- (vi) In accordance with paragraph 7 of Panel Schedule 5 (Ordering Procedure), the Parties hereby acknowledge and agree that this Legal Services Contract shall be formed when the Customer acknowledges (which may be done by electronic means) the receipt of the signed copy of this Order Form (together with the Terms and Conditions) from the Supplier within two (2) Working Days from such receipt.

<b>1.1</b>	<b>Contract Reference</b>	PPRO 04/103/085 – Provision of Legal Services to the Department for Transport 
<b>1.2</b>	<b>CUSTOMER</b>	Department for Transport Great Minster House 33 Horseferry Road

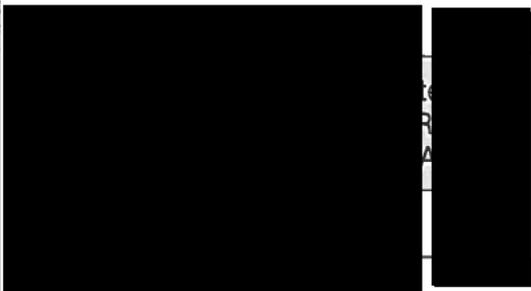
		London SW1P 4DR
1.3	<b>SUPPLIER</b>	Clifford Chance LLP 10 Upper Bank Street E14 5JJ
1.4	<b>Commencement Date:</b>	Thursday 23 <sup>rd</sup> January 2020
1.5	<b>Expiry Date</b>	Wednesday 22 <sup>nd</sup> July 2020 The contract includes an option to extend by a further 6 months. This is subject to approval by the contracting authority.
1.6	<b>Signed for and on behalf of the Customer by an authorised representative:</b>	
	Name and Title	 Commercial Relationship Manager
	Signature	
	Date	22 <sup>nd</sup> January 2020
1.7	<b>Signed for and on behalf of the Supplier by an authorised representative:</b>	
	Name and Title	
	Signature	
	Date	28/1/20

**SECTION B**

**1. PANEL SERVICES**

1.1	<b>Panel Services:</b>	Please refer to the Statement of Requirements within Section C of this document for full details of services to be provided.
1.2	<b>Management and review of the Services</b>	<p>The supplier will be expected to continually improve the way in which the required Services are to be delivered throughout the contract.</p> <p>Changes to the way in which the Services are to be delivered must be brought to the Customer's attention and agreed prior to any change being implemented.</p>
1.3	<b>Place of performance</b>	<p>The services will be carried out principally at the supplier's premises:</p> <p>Clifford Chance LLP          10 Upper Bank Street          E14 5JJ</p> <p>However, on occasion attendance at meetings at the customer's address may be required:</p> <p>Department for Transport          Great Minster House          33 Horseferry Road          London          SW1P 4DR</p>

**2. CHARGES**

2.1	<p><b>Hourly Rates, Daily Rates and Monthly Rates</b></p> <p>Where any Supplier Personnel, other than members of the Core Team, have completed eight (8) hours of work on any given day, the daily rate will apply irrespective of how many further</p>	
-----	---	--



2.2	<b>Estimate of Charges</b>	This contract shall be up to the value of £150,000.00 excluding VAT.
2.3	<b>Fixed Price</b>	Not used
2.4	<b>Capped Price</b>	Not used
2.5	<b>Other Costs Disbursements</b>	Disbursements shall only be payable where the Customer has authorised that the Disbursements may be incurred in advance.

### 3. MISCELLANEOUS

3.1	<b>CUSTOMER REPRESENTATIVE</b>	<p>██████████  Joint Head of Consumer Protection  Aviation Strategy &amp; Consumers  Tel: ██████████  Email: ██████████@dft.gov.uk</p> <p>██████████  Senior Lawyer, Aviation Team  Tel: ██████████  Email: ██████████@dft.gov.uk</p>
3.2	<b>SUPPLIER REPRESENTATIVE</b>	<p>██████████  10 Upper Bank Street, London,  E14 5JJ  Email: ██████████@cliffordchance.com</p>
3.3	<b>KEY PERSONNEL</b>	The customer has not identified any key personnel that are required to carry out specific Ordered Panel Services.

3.4	<b>NOTICES</b>	<p>The below contact details have been provided for the purposes of this contract, for serving notices under the Legal Services Contract Clause 23 (Notices).</p> <p>Customer: [REDACTED]  Address: Great Minster House, 33 Horseferry Road, London, SW1P 4DR.  Email: [REDACTED]@dft.gov.uk</p> <p>[REDACTED]  10 Upper Bank Street, London,  E14 5JJ  Email: [REDACTED]@cliffordchance.com</p>
3.5	<b>CUSTOMER BILLING ADDRESS</b>	Accounts Payable DfT Shared Service Arvato, 5 Sandringham Park Swansea Vale Swansea SA7 0EA
3.6	<b>SUPPLIER BANK DETAILS</b>	<b>SUPPLIER BANK DETAILS</b> <b>Account:</b> Clifford Chance LLP <b>Bank:</b> [REDACTED] <b>Sort Code:</b> [REDACTED] <b>Account number:</b> [REDACTED]
3.7	<b>CUSTOMER'S PURCHASE ORDER NUMBER</b>	Monthly timesheets will need to be supplied for approval by the Department before an invoice is submitted. This must set out a detailed elemental breakdown of work completed and the associated costs. Once the Department has approved these timesheets, an invoice can be raised and submitted. The Department will undertake its review of the timesheets within 5 working days of receipt.
3.8	<b>APPROVED SUB-CONTRACTORS</b>	No sub-contractors have been identified for this contract.

<b>3.9</b>	<b>BCDR</b>	DfT requires the external legal provider to provide a sufficient level of resource throughout the duration of the engagement in order to consistently deliver a quality service. In particular, resourcing for peak periods and holiday cover should be planned and agreed in advance with DfT.
<b>3.10</b>	<b>Exit Management:</b>	In Contract Schedule 2 (Exit Management)
<b>3.11</b>	<b>Transparency Reports</b>	In Contract Schedule 4 (Transparency Reports)
<b>3.12</b>	<b>Call Off Guarantee (Clause 10 of the Legal Service Contract):</b>	Not required

#### 4. VARIATIONS TO THE TERMS AND CONDITIONS

<b>4.1</b>	<b>Liability cap</b>	In Contract Schedule 7 (Liability and Insurance).  Nothing in Clause 7.1.2 shall in any way limit the liability of the Supplier in respect of the Ordered Panel Services, and such liability for the purposes of this contract shall be limited to £100 million.
<b>4.2</b>	<b>Conflicts of Interest</b>	Immediately report to the Customer's Representative any matters which involve or could potentially involve an actual or potential Conflict of Interest and/or breach of Clause 9.2 (Confidentiality).
<b>4.3</b>	<b>Confidentiality</b>	In Contract Schedule 9.2 (Confidentiality).

<b>4.4</b>	<b>Indemnity</b>	The Supplier indemnity provided in Clause 7.1.3 and Clause 9.2.10. shall both be read to include the following additional wording: "Nothing in this indemnity shall prevent the Supplier from contending that any loss is too remote or unforeseeable, or that the Customer has failed to take reasonable steps to mitigate its loss or has contributed to such loss through its own negligence."
<b>4.</b>	<b>Intellectual Property Rights</b>	In line with the framework terms and conditions.