



Department
for Transport

Department for Transport
Great Minster House
33 Horseferry Road
London SW1P 4DR
Telephone 020 7152 7000
Website www.gov.uk/dft
General enquiries: <https://forms.dft.gov.uk>

Ashurst LLP
Broadwalk House
5 Appold Street
London
EC2A 2HA

17 May 2019

Attn: [REDACTED] Partner
[REDACTED]@ashurst.com

Dear [REDACTED]

Award of contract for the Provision of Legal Advisers for the Franchising Commercial Strategy Team
Reference: PPRO 04/103/052

I am pleased to inform you that your company has been selected for a Direct Award for the Provision of Legal Advisers for the Franchising Commercial Strategy team and therefore we would like to award the contract to you.

The call-off contract shall commence on the 1 April 2019 and the expiry date will be the 31st day of September 2019 with an option to extend by up to six months (31 March 2020). The contract value will be up to £150,000 excluding VAT.

This Direct Award is being offered under panel RM3756 Rail Legal Services Tier 1 and the panel Terms and Conditions shall apply. A copy of the contract is provided with this Award Letter and includes those panel terms and conditions.

Please would you print and sign a copy of this Letter of Appointment with the acknowledgement signed by a partner of your firm and return via email.

Should you have any queries regarding this or any other matter please do not hesitate to contact me.

Yours faithfully

Signed for and on behalf of the Department for Transport

Name: [REDACTED]

Signature: [REDACTED]

Date: 17 May 2019

I hereby confirm receipt of the above Letter of Appointment and the agreement of Ashurst LLP to provide to the Department for Transport (DfT) the Services as specified in the Letter of Appointment.

Signed on behalf of Ashurst LLP

Signature. 

Title. PARTNER

Date. 22 May 2019



PANEL AGREEMENT SCHEDULE 4
ORDER FORM AND TERMS AND CONDITIONS

ORDER FORM

SECTION A

- (i) This Order Form dated 17/05/2019 is issued in accordance with the provisions of the Panel Agreement for the provision of Rail 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.

1.1	Contract Reference	PPRO 04/103/052 – The Provision of Legal Advice for DfT’s Franchising Commercial Strategy team
1.2	Customer	Department for Transport Great Minster House 33 Horseferry Road London SW1P 4DR



1.3	Supplier	Ashurst LLP Broadwalk House 5 Appold Street London EC2A 2HA United Kingdom
1.4	Commencement Date:	1 April 2019
1.5	Expiry Date	31 September 2019 – option to extend for a further 6 months.
1.6	Signed for and on behalf of the Customer by an authorised representative:	
	Name and Title	[Redacted] DfT Commercial Relationship Manager
	Signature	[Redacted]
	Date	23/05/2019
1.7	Signed for and on behalf of the Supplier by an authorised representative:	
	Name and Title	[Redacted] Partner
	Signature	[Redacted]
	Date	22 May 2019



SECTION B

1. PANEL SERVICES

1.1	Panel Services:	Please refer to the Statement of Requirements within Section C of this document for full details of services to be provided.
1.2	Management and review of the Services	<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	Place of performance	<p>The services will be carried out principally at the supplier's premises:</p> <p>Ashurst LLP Broadwalk House 5 Appold Street London EC2A 2HA United Kingdom</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

<p>2.1</p>	<p>Hourly Rates, Daily Rates and Monthly Rates</p> <ul style="list-style-type: none"> Where any Supplier Personnel have completed eight (8) hours of work on any given day, the daily rate will apply irrespective of how many further hours of work are completed on that day, unless otherwise agreed by the Customer. 	<p>Hourly Rates:</p> <table border="1"> <thead> <tr> <th>Role</th> <th>Hourly Rates as Per CCS Rate Card ex VAT</th> </tr> </thead> <tbody> <tr> <td>Partner</td> <td>£413.04</td> </tr> <tr> <td>Legal Director</td> <td>£363.48</td> </tr> <tr> <td>Senior Associate</td> <td>£278.23</td> </tr> <tr> <td>Junior Solicitor</td> <td>£158.59</td> </tr> <tr> <td>Trainee/Paralegal</td> <td>£0.00</td> </tr> </tbody> </table> <p>Daily Rates:</p> <table border="1"> <thead> <tr> <th>Role</th> <th>Daily Rates as Per CCS Rate Card ex VAT</th> </tr> </thead> <tbody> <tr> <td>Partner</td> <td>£1,025.00</td> </tr> <tr> <td>Legal Director</td> <td>£1,025.00</td> </tr> <tr> <td>Senior Associate</td> <td>£1,025.00</td> </tr> <tr> <td>Junior Solicitor</td> <td>£1,025.00</td> </tr> <tr> <td>Trainee/Paralegal</td> <td>£0.00</td> </tr> </tbody> </table> <p>It should be noted that only one fee earners time is to be used for face to face meetings.</p>	Role	Hourly Rates as Per CCS Rate Card ex VAT	Partner	£413.04	Legal Director	£363.48	Senior Associate	£278.23	Junior Solicitor	£158.59	Trainee/Paralegal	£0.00	Role	Daily Rates as Per CCS Rate Card ex VAT	Partner	£1,025.00	Legal Director	£1,025.00	Senior Associate	£1,025.00	Junior Solicitor	£1,025.00	Trainee/Paralegal	£0.00
Role	Hourly Rates as Per CCS Rate Card ex VAT																									
Partner	£413.04																									
Legal Director	£363.48																									
Senior Associate	£278.23																									
Junior Solicitor	£158.59																									
Trainee/Paralegal	£0.00																									
Role	Daily Rates as Per CCS Rate Card ex VAT																									
Partner	£1,025.00																									
Legal Director	£1,025.00																									
Senior Associate	£1,025.00																									
Junior Solicitor	£1,025.00																									
Trainee/Paralegal	£0.00																									
<p>2.2</p>	<p>Estimate of Charges</p>	<p>Not used</p>																								
<p>2.3</p>	<p>Fixed Price</p>	<p>Not used</p>																								
<p>2.4</p>	<p>Capped Price</p>	<p>The contract shall be up to the value of £150,000 (excluding VAT)</p>																								



2.5	Other Costs	<p>Disbursements</p> <p>Disbursements shall only be payable where the Customer has authorised that the Disbursements may be incurred in advance.</p>
-----	-------------	---

3. MISCELLANEOUS

3.1	CUSTOMER REPRESENTATIVE	<p>██████████ Policy Advisor, Franchising Commercial Strategy Passenger Services Tel: Email: ██████████@dft.gsi.gov.uk</p>
3.2	SUPPLIER REPRESENTATIVE	<p>Mark Elsey Partner Tel: 020 7859 1721 Email: ██████████@ashurst.com</p>
3.3	KEY PERSONNEL	<p>The customer has not identified any key personnel that are required to carry out specific Ordered Panel Services.</p>
3.4	NOTICES	<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: ██████████ Address: Department for Transport Great Minster House 33 Horseferry Road London SW1P 4DR Email: ██████████@dft.gsi.gov.uk</p> <p>Supplier: ██████████ Address: Ashurst LLP Broadwalk House</p>



		5 Appold Street London EC2A 2HA United Kingdom Email: [REDACTED]@ashurst.com
3.5	CUSTOMER BILLING ADDRESS	Accounts Payable DfT Shared Service Arvato, 5 Sandringham Park Swansea Vale Swansea SA7 0EA
3.6	SUPPLIER BANK DETAILS	To be confirmed between the customer and supplier.
3.7	CUSTOMER'S PURCHASE ORDER NUMBER	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	APPROVED SUB-CONTRACTORS	No sub-contractors have been identified for this contract.
3.9	BCDR	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.
3.10	Exit Management	In Contract Schedule 2 (Exit Management)
3.11	Transparency Reports	In Contract Schedule 4 (Transparency Reports)
3.12	Call Off Guarantee (Clause 10 of the Legal Service Contract)	Not required



4. VARIATIONS TO THE TERMS AND CONDITIONS

4.1	Liability cap	<p>In Contract Schedule 7 (Liability and Insurance).</p> <p>The Parties have agreed that subject always to clause 7.1.1 of the Legal Services Contract:</p> <p>(a) the Supplier's liability in relation to any claim made in respect of its negligence and/or breach of contract (including in respect of any omission and any indemnity contained in the contract) shall be limited to a maximum of £10 million; and</p> <p>(b) any error or omission in a template document will count as a single claim. The Supplier does not exclude liability for death or personal injury caused by negligence or liability arising out of fraud."</p>
4.2	Conflicts of Interest	<p>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).</p>
4.3	Confidentiality	<p>In Contract Schedule 9.2 (Confidentiality).</p>
4.5	Intellectual Property Rights	<p>In line with the framework terms and conditions.</p>
4.6	Special Terms	<p>There have been Special Terms identified and agreed on by the Customer and Supplier:</p> <p>Data Protection</p> <p>The Customer acknowledges that the Supplier may ask other companies, including companies located outside of the European Economic Area, to undertake back office financial administration services on the Supplier's behalf (namely the processing of invoices, banking administration and payment and receipt</p>



		<p>of client monies).</p> <p>Freedom of Information</p> <p>If a request is made to the Customer under the Freedom of Information Act 2000, the Environmental Information Regulations 2004 or any other applicable legislation, rule or Code of Conduct for disclosure of any information it has received from the Supplier, the Supplier requests that the Customer promptly notifies Mark Elsey.</p> <p>If the customer considers, or if any relevant regulator (including the Information Commissioner) considers, that any information received from the Supplier should be disclosed pursuant to such a request, the Supplier requests that the Customer promptly notifies Mark Brunton (details above) and that the Supplier is given the opportunity before disclosure to put forward any case as to why such disclosure should not take place.</p> <p>For the avoidance of doubt, the Supplier considers the following information contained in its tender to the Customer to be confidential and/or commercially sensitive (as defined in sections 41 and 43 of the Freedom of Information Act 2000):</p> <ul style="list-style-type: none"> • Individual fee rates/hourly rates; and • Details of work the Supplier has undertaken for other clients and names and details of other clients. • Documentation which is the subject of intellectual property rights owned by the Supplier.
--	--	---

SECTION C

Statement of Requirements

