

PANEL AGREEMENT SCHEDULE 4

ORDER FORM AND TERMS AND CONDITIONS

ORDER FORM

SECTION A

- (i) This Order Form dated 31 July 2019 is issued in accordance with the provisions of the Panel Agreement for the provision of general 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	Customers reference number: not used
1.2	Department for Work and Pensions, Caxton House, Tothill Street , Westminster London SW1H 9NA ("CUSTOMER")
1.3	Womble Bond Dickinson (UK) LLP, 4 More Riverside, London SE1 2AU ("SUPPLIER")

1.4	Commencement Date: 31 July 2019
1.5	Expiry Date On completion of services
1.6	Signed for and on behalf of the Customer by an authorised representative:
	REDACTED DWP Professional Services Team
	Signature REDACTED
	Date 08/08/2019
1.7	Signed for and on behalf of the Supplier by an authorised representative:
	REDACTED Partner
	Signature      REDACTED
	Date    08/08/2019

## SECTION B

### 1. PANEL SERVICES

1.1	<p>Panel Services:</p> <p>The Supplier shall provide such advice, support and drafting as the Customer may require in relation to loans for mortgage interest project (the "Project"). This may include (but is not limited to) advice on non-complex finance law, real estate law and insolvency law.</p>
1.2	<p>Management and review of the Services</p> <p>The Contract will be managed by the Government Legal Department, DWP Advisory Team. Performance will be managed in accordance with the General Legal Services Panel management guidelines.</p> <p>Alt work commissioned should be submitted to REDACTED (Senior Lawyer) and REDACTED (Lawyer) for review. Instructions shall be submitted under the supervision of either the Senior Lawyer or Lawyer. All invoices will be scrutinised by the Senior Lawyer.</p> <p>The Supplier is referred to clause 3 of this Legal Services Contract regarding delivery and management of the panel services.</p> <p>The contract will be reviewed at 3 monthly intervals by the Senior Lawyer and performance of the supplier will be managed in accordance with GLAS performance management guidelines.</p>
1.3	<p>Place of performance</p> <p>Principally at the Supplier's offices. The Supplier shall attend meetings at the Customer's office, Supplier's offices or such other venues as may be notified by the Customer to the Supplier.</p>

## CHARGES

2.1a	<p>Hourly Rates</p> <p>Partner - REDACTED</p> <p>Senior solicitor - REDACTED</p> <p>Solicitor - REDACTED</p> <p>Junior solicitor - REDACTED</p> <p>Trainee REDACTED</p> <p>Paralegal - REDACTED</p> <p>Where it is agreed hourly rates will be used the supplier will provide a weekly WIP report to customer.</p>
2.1b	<p>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.</p> <p>Where any Supplier Personnel have completed twenty (20) days of work in any given Month, the monthly rate will apply irrespective of how many further hours of work are completed in that Month.</p>
2.2	<p>Estimate of Charges will be used when agreed between the customer and the supplier.</p>
2.3	<p>Fixed Price will be used when agreed between the customer and the supplier.</p>
2.4	<p>Capped price: The Customer requires a total capped price for all Services of no more than £19,000 exclusive of VAT. This total capped price will be calculated by reference to a single capped price, with all rates charged up to the level of the cap with individual instructions agreed between the Customer and the Supplier, The Supplier will provide monthly work in progress (WIP) reports to the Customer so that spend can be tracked throughout the course of the Contract.</p> <p>Capped Price will be used for individual instructions when agreed between the customer and the supplier.</p>

2.5	<p><b>Other Costs</b></p> <p>The Customer will not pay any expenses.</p> <p><b>Disbursements</b></p> <p>Disbursements shall only be payable where the Customer has authorised that the Disbursements may be incurred in advance.</p>
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#### MISCELLANEOUS

3.1	<p><b>CUSTOMER REPRESENTATIVE</b></p> <p>REDACTED, DWP legal advisers, REDACTED</p>
3.2	<p><b>SUPPLIER REPRESENTATIVE</b></p> <p>REDACTED, Partner, Womble Bond Dickinson (UK) LLP, Ballard House, West Hoe Road, Plymouth, Devon, PL1 3AE, REDACTED</p>
3.3	<p><b>Key Personnel</b></p> <p>Supplier will provide names of fee earners, their respective grade to the customer of any fee earners they use in addition to the fee earner named above.</p>
3.4	<p><b>Notices</b></p> <p>Womble Bond Dickinson: 4 More London Riverside, London SE1 2AU Department for Work and Pensions: DWP Legal Advisers, Ground Floor, Caxton House, Tothill Street, Westminster London SW1H 9NA</p>
3.5	<p><b>Customer Billing Address</b></p> <p>Department for Work and Pensions: DWP Legal Advisers, Ground Floor, Caxton House, Tothill Street, Westminster London SW1H 9NA</p>
3.6	<p><b>Supplier Bank Details</b></p> <p>[WBD to provide]</p>
3.7	<p>Customer's purchase order number Customer to provide to supplier</p>
3.8	<p>Approved sub-contractors None</p>

3.9	BCDR No additional requirements to the Panel Agreement Services.
3.10	Exit Management: In 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

#### VARIATIONS TO THE TERMS AND CONDITIONS

	Liability cap As set out at Clause 7 of this Legal Services Contract and Order Form and to be limited to £10 million for any single instruction / matter.
	Conflicts of Interest The Supplier confirms that it has run all relevant conflict of interest checks and there are no conflicts of interest.
4.3	Confidentiality No additional measures to those set out in the Legal Services Contract and Order Form shall apply.
4.5	Intellectual Property Rights As set out in Clause 8 of this Legal Services Contract and Order Form.
4.6	No further variations to this Legal Services Contract and Order Form are required.

#### SECTION C

NOT USED