**Order Form and Call-Off Schedules**

CALL-OFF REFERENCE: **CCLL23A11**

THE BUYER: **Cabinet Office**

BUYER ADDRESS **Public Sector Fraud Authority, Cabinet Office, 70 Whitehall, London, SW1A 2AS**

THE SUPPLIER: **Ashurst LLP**

SUPPLIER ADDRESS: **London Fruit & Wool Exchange**

 **1 Duval Place, London**

 **E1 6PW**

REGISTRATION NUMBER: **OC330252**

DUNS NUMBER: **21-008-9859**

**APPLICABLE FRAMEWORK CONTRACT**

This Order Form is for the provision of the Call-Off Deliverables and dated 11th March 2024 date of issue.

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 2 – Finance and Complex Legal 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. 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)](https://assets.crowncommercial.gov.uk/wp-content/uploads/Joint-Schedule-6-Key-Subcontractors-v.3.1-RM6179.docx)
	+ Joint Schedule 10 (Rectification Plan)
	+ Joint Schedule 11 (Processing Data)
	+ Joint Schedule 12 (Supply-Chain-Visibility)
* Call-Off Schedules for RM6179
	+ Call-Off Schedule 1 (Transparency Reports)
	+ Call-Off Schedule 2 (Staff Transfer)
	+ Call-Off Schedule 3 (Continuous Improvement)
	+ Call-Off Schedule 4 (Call-Off-Tender)
	+ Call-Off Schedule 5 (Pricing Details)
	+ Call-Off Schedule 7 (Key Supplier Staff)
	+ Call-Off Schedule 10 (Exit Management)
	+ Call-Off Schedule 14 (Service Levels)
	+ Call-Off Schedule 15 (Call-Off Contract Management)
	+ Call-Off Schedule 18 (Background Checks)
	+ Call-Off Schedule 20 (Call-Off Specification)
	+ Call-Off Schedule 24 (Special Schedule)
1. CCS Core Terms (version 3.0.11)
2. 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 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****.****”*

**Special Term 2**

Special Term 2: Schedule (Security Management: (Consultancy/Professional Services), this is to be used instead of the Call-off Schedule 9 (Security Management) on the RM6179 Framework.

**Effective Date: (Dependant on signature date)**

**Date the Contract Period commences: (Dependant on signature date)**

**Date Call-Off Initial Period ends: (Dependant on Effective Date)**

**CALL-OFF OPTIONAL EXTENSION PERIODS:**
**Call Off Optional Extension Period**: **(Dependant on signature date)**

**CALL-OFF DELIVERABLES**

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

**MANAGEMENT OF CONFLICT OF INTEREST**

See Special Term 1 above

**CONFIDENTIALITY**

Legal professional privilege (where it applies) and contractual confidentially should be observed.

To be updated at contract award

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 £2,145,833.

**CALL-OFF CHARGES**

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

The Charges will not be impacted by any change to the Framework Prices. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of:

* Indexation
* Specific Change in Law

**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**

Expenses must be included within the rates.

**DISBURSEMENTS**

Not payable

**ADDITIONAL TRAINING CHARGE**

N/A

**SECONDMENT CHARGE**

N/A

### PAYMENT METHOD

Via BACS. Below is the Accounts Payable address:

Postal address:
Shared Services Connected Limited
CAB Procure to Pay
PO Box 405
Newport
NP10 8FZ

Email address: APinvoices-cab-u@gov.sscl.com

Invoices must be sent to the above email address only – do not copy in multiple addresses.

All invoices submitted by suppliers must quote a valid SOP iProcurement purchase order number and must be submitted to the correct PO Box number or email address.

Any invoices that are submitted and do not meet the following criteria will not be processed:

* Email size must not exceed 4mb
* All files/invoices must be in PDF format attached directly to the email (No folders etc)
* One PDF per invoice – all supporting documentation must be included within the single PDF. Do not attach additional/separate supporting documentation as a separate file
* Multiple invoices can be attached to one email but each invoice must be in a separate PDF (with no additional supporting files as described above)

### BUYER’S AUTHORISED REPRESENTATIVE

1. Redacted under FOIA section 40, Personal Information
2. Redacted under FOIA section 40, Personal Information
3. Redacted under FOIA section 40, Personal Information
4. Redacted under FOIA section 40, Personal Information

### BUYER’S ENVIRONMENTAL POLICY

Cabinet Office Environmental Policy: <https://intranet.cabinetoffice.gov.uk/wp-content/uploads/2015/02/Environmental-Policy-2023.pdf>

### BUYER’S SECURITY POLICY

* + 1. Cabinet Office Security Policy:
		2. <https://www.gov.uk/government/collections/government-security>

**BUYER’S ICT POLICY**

N/A

**SUPPLIER’S AUTHORISED REPRESENTATIVE**

Redacted under FOIA section 40, Personal Information

Redacted under FOIA section 40, Personal Information

Redacted under FOIA section 40, Personal Information

Redacted under FOIA section 40, Personal Information

**SUPPLIER’S CONTRACT MANAGER**

Redacted under FOIA section 40, Personal Information

Redacted under FOIA section 40, Personal Information

Redacted under FOIA section 40, Personal Information

Redacted under FOIA section 40, Personal Information

**PROGRESS REPORT**

On the first working day of each calendar month and/or on conclusion of a Work Order, as applicable

**PROGRESS MEETINGS AND PROGRESS MEETING FREQUENCY**

Once a month

**KEY STAFF**

Redacted under FOIA section 40, Personal Information

Redacted under FOIA section 40, Personal Information

Redacted under FOIA section 40, Personal Information

Redacted under FOIA section 40, Personal Information

**KEY SUBCONTRACTOR(S)**

To be updated at contract award

**COMMERCIALLY SENSITIVE INFORMATION**

To be updated at contract award

**SERVICE CREDITS**

TBC

**ADDITIONAL INSURANCES**

N/a

**GUARANTEE**

N/a

**SOCIAL VALUE COMMITMENT**

N/a

|  |  |
| --- | --- |
| **For and on behalf of the Supplier:** | **For and on behalf of the Buyer:** |
| Signature: | Redacted under FOIA section 40, Personal Information | Signature: | Redacted under FOIA section 40, Personal Information |
| Name: | Redacted under FOIA section 40, Personal Information | Name: | Redacted under FOIA section 40, Personal Information |
| Role: | Redacted under FOIA section 40, Personal Information | Role: | Redacted under FOIA section 40, Personal Information |
| Date: | Redacted under FOIA section 40, Personal Information | Date: | Redacted under FOIA section 40, Personal Information |