

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

## Order Form

**CALL-OFF REFERENCE:** “Re-procurement of SCAH and Weybridge”

**THE BUYER:** Secretary of State for the Environment, Food, and Rural Affairs

**BUYER ADDRESS:** Department for Environment, Food and Rural Affairs (Defra)  
Nobel House  
17 Smith Square  
London  
SW1P 3JR

**THE SUPPLIER:** Mills & Reeve LLP

**SUPPLIER ADDRESS:** 24 King William Street, London, EC4R 9AT

**REGISTRATION NUMBER:** OC326165

**DUNS NUMBER:** 219268914

**SID4GOV ID:** Not applicable

### APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 23<sup>rd</sup> November 2023.

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 2 (Variation Form)
  - Joint Schedule 3 (Insurance Requirements)
  - Joint Schedule 4 (Commercially Sensitive Information)
  - Joint Schedule 10 (Rectification Plan)
  - Joint Schedule 11 (Processing Data)
- Call-Off Schedules for “**Re-procurement of SCAH and Weybridge**”
  - Call-Off Schedule 1 (Transparency Reports)
  - Call-Off Schedule 2 (Staff Transfer, Part C)
  - Call-Off Schedule 3 (Continuous Improvement)
  - Call-Off Schedule 7 (Key Supplier Staff)
  - Call-Off Schedule 10 (Exit Management)
  - Call-Off Schedule 20 (Call-Off Specification)
  - Call-Off Schedule 24 (Special Schedule)

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:

Special Term 1 This Special Term 1 may be incorporated into the Buyer’s Call-Off Contract where a Conflict Waiver is requested by the Supplier:

*“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;*

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

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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.”*

**CALL-OFF START DATE:** 01/12/2023

**CALL-OFF EXPIRY DATE:** 30/11/2024 or completion of deliverables

**CALL-OFF INITIAL PERIOD:** 12 months

**CALL-OFF OPTIONAL EXTENSION PERIOD:**

Annual contract extension(s) at sole discretion of the Buyer. One initial contract extension option of 12 months + an additional 12-month contract extension option.

### **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.

### CALL-OFF CHARGES

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £476,100 Estimated Charges in the first 12 months of the Contract.

The Charges for the Services shall be as set out below.

The Supplier has estimated the following Charges for the Services. The Charges shall be based on the committed resource levels and agreed as follows:

1. [REDACTED]
2. [REDACTED]
3. [REDACTED]
4. [REDACTED]
5. [REDACTED]
6. [REDACTED]

The buyer shall be entitled to review monthly and modify the committed resource levels and workdays associated above during the life of the contract. The alternative pricing arrangement set out above shall be used to calculate any reduced / additional committed resource levels required by the buyer.

For any Services outside of the above, the Parties will agree in advance any further legal support according to the hourly rates set out in the table below:

Fee Earner	Hourly Price
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[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.

Threshold 1	Threshold 2	Threshold 3
£1m and above, up to a maximum of £2,499,999.99	£2.5m and above, up to a maximum of £4,999,999.99	£5m and above
1.00%	1.00%	1.00%

#### **REIMBURSABLE EXPENSES**

None

#### **DISBURSEMENTS**

Payable - Disbursements shall only be payable where the Buyer has authorised that the Disbursements may be incurred in advance.

#### **ADDITIONAL TRAINING CHARGE**

None

#### **SECONDMENT CHARGE**

None

If a Secondment requirement arises during the Contract Period, it can be dealt with using the Variation Procedure and Joint Schedule 2 (Variations)

#### **PAYMENT METHOD**

Suppliers payment details:



Payment in arrears upon submission of a compliant Invoice.

Payment by Purchase Order on receipt of a valid invoice.

**BUYER'S INVOICING ADDRESS:**

All draft invoices, after verified and approved by the Panel Services Management (PSM) Team and Buyer (CLG DEFRA Lead Lawyers and Client), must be sent, quoting a valid purchase order number (PO Number), and sent to:

[REDACTED]  
Contract Manager  
Panel Services Management (PSM) Team  
[REDACTED]

Final Invoices will be sent for payment by Claudia Swift to:

SSCL  
Department for Environment, Food & Rural Affairs  
[REDACTED]

**BUYER'S AUTHORISED REPRESENTATIVE**

[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]

**SUPPLIER'S CONTRACT MANAGER**

[REDACTED]



**PROGRESS REPORT**

WIP report sent monthly to buyer

**PROGRESS REPORT FREQUENCY**

On the last working day of each calendar month

**PROGRESS MEETINGS AND PROGRESS MEETING FREQUENCY**

Monthly progress meeting to discuss WIP report and progress

**KEY STAFF**

[REDACTED]

**KEY SUBCONTRACTOR(S)**

Not applicable

**COMMERCIALLY SENSITIVE INFORMATION**

As per Joint Schedule 4 (Commercially Sensitive Information) and this shall refer to the Call-Off Charges section of this Schedule 6

**SERVICE CREDITS**

Not applicable

**ADDITIONAL INSURANCES**




Not applicable

**GUARANTEE**

Not applicable

**SOCIAL VALUE COMMITMENT**

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off-Schedule-20-Specification-v3 CLG (TC) 6.11.23 v3 and that it will comply with the social value commitments in the framework.

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	Javier Nagore
Role:	Partner, Mills & Reeve LLP	Role:	SCAH Commercial Manager at Defra
Date:	23 November 2023	Date:	23 November 2023

Insert Call-Off and Joint Schedules here