

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

**SECTION A**

- (i) This Order Form dated **20/05/2020** 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.

<b>1.1</b>	<b>CPD 004 121 0028</b>
<b>1.2</b>	<b>Secretary of State for Housing, Communities and Local Government Fry Bldg 2 Marsham St London SW1P 4DF ("CUSTOMER")</b>
<b>1.3</b>	<b>Pinsent Masons LLP 30 Crown Place London EC2A 4ES ("SUPPLIER")</b>

1.4	<b>Commencement Date:</b> 25 <sup>th</sup> May 2020
1.5	<p><b>Term (delete either (a) or (b), as appropriate.</b></p> <p><b>(a) On Completion of the Services</b></p>
1.6	<b>Signed for and on behalf of the Customer by an authorised representative:</b>
	Name and Title <b>[Redacted]</b>
	Signature <b>[Redacted]</b>
	Date
1.7	<b>Signed for and on behalf of the Supplier by an authorised representative:</b>
	Name and Title <b>[Redacted]</b>
	Signature <b>[Redacted]</b>
	Date

## SECTION B

### 1. PANEL SERVICES

1.1	<p><b>Panel Services:</b></p> <p>The services required will be in accordance with the attached Annex A Specification and Instructions.</p> <p>The output will be an agreed revised shareholder agreement in PortalPlanQuest Limited and agreed change control in TerraQuest.</p>
1.2	<p><b>Management and review of the Services</b></p> <p>There will be a regular conference call with the Customer to review progress. Government Legal Department will oversee delivery and may require separate legal services review meetings as required with <b>[Redacted]</b></p>
1.3	<p><b>Place of performance</b></p> <p>The services will be provided by personnel based in Pinsent Masons' London and Glasgow offices or virtually at their place of residence.</p>

### 2. CHARGES

2.1a	<p><b>Hourly Rates used</b></p> <p><b>AND</b></p> <p><b>Daily Rates used</b></p> <p><b>Monthly Rates not used</b></p> <p>Hourly Rates to be used on Panel Prices subject to paragraph 2.1b</p>
------	--

	<p>Supplier shall deliver the services at the hourly rates/ daily attached in the following.</p> <p><b>[Redacted]</b></p>
<p><b>2.1b</b></p>	<ul style="list-style-type: none"> <li>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.</li> </ul>
<p><b>2.2</b></p>	<p><b>Estimate of Charges</b>  <b>£47,643</b></p> <p>MHCLG reserves the right to extend the total value of the contract to £100,000 if additional work is required beyond that which has been quoted for in Table B (Breakdown of Costs) in Annex B (Rates and Pricing Card.)</p>
<p><b>2.3</b></p>	<p><b>Fixed Price not used</b></p>
<p><b>2.4</b></p>	<p><b>Capped Price not used</b></p>
<p><b>2.5</b></p>	<p><b>Other Costs</b>  <b>Reimbursable Expenses</b>  <b>Not payable</b></p> <p><b>Disbursements</b>  <b>Payable</b></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	<p><b>CUSTOMER REPRESENTATIVE</b></p> <p>Joanna Means  Senior Procurement Advisor MHCLG  <a href="mailto:joanna.means@communities.gov.uk">joanna.means@communities.gov.uk</a>  030444244</p>
3.2	<p><b>SUPPLIER REPRESENTATIVE</b>  [Redacted]</p>
3.3	<p><b>KEY PERSONNEL</b>  [Redacted]</p>
3.4	<p><b>NOTICES</b></p> <p>Fry Bldg 2 Marsham St  London  SW1P 4DF</p> <p>Pinsent Masons LLP  30 Crown Place London EC2A 4ES</p>
3.5	<p><b>CUSTOMER BILLING ADDRESS</b></p> <p>Secretary of State for Housing, Communities and Local Government Fry Bldg 2 Marsham St  London SW1P 4DF</p>
3.6	<p><b>SUPPLIER BANK DETAILS</b>  [Redacted]</p>
3.7	<p><b>CUSTOMER'S PURCHASE ORDER NUMBER</b>  [Redacted]</p>
3.8	<p><b>APPROVED SUB-CONTRACTORS</b>  N/A</p>
3.9	<p><b>BCDR</b>  N/A</p>
3.10	<p><b>Exit Management:</b>  In Schedule 2 (Exit Management)]</p>
3.11	<p><b>Transparency Reports</b>  In Contract Schedule 4 (Transparency Reports)</p>

<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> No Variation
<b>4.2</b>	<b>Conflicts of Interest</b> [Redacted]
<b>4.3</b>	<b>Confidentiality</b> No special arrangements
<b>4.5</b>	<b>Intellectual Property Rights</b> Clause 8 applies
<b>4.6</b>	<b>N/A</b>

#### SECTION C

N/A