

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

Order Form

CALL-OFF REFERENCE: **ORR/CT/23-73**

THE BUYER: **Office of Rail and Road**

BUYER ADDRESS **25 Cabot Square, London E14 4QZ**

THE SUPPLIER: **DAC Beachcroft LLP**

SUPPLIER ADDRESS: **25 Walbrook, London EC4N 8AF**

REGISTRATION NUMBER: **OC317852**

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 21 February 2024.

It is 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 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 ORR/CT/23-73
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 7 (Key Supplier Staff)
 - Call-Off Schedule 24 (Special Schedule)
- 4. CCS Core Terms (version 3.0.11)
- 5. 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

None

CALL-OFF START DATE: 27 February 2024

CALL-OFF EXPIRY DATE: On completion of the Deliverables

CALL-OFF INITIAL PERIOD: **3 months**

CALL-OFF DELIVERABLES

Stage One: A presentation from the Supplier and your commercial transaction colleagues on Part II of the LTA 1954 with focus on the specific environment of the railways, as this is set out in our interim report. The presentation is to cover the topics below as well as any specialist insights you may have on the Law Commission's consultation, most importantly your views on the rationale of this review and Law Commission's starting point. The other areas ORR would like to understand are:

- a. basic history and principles of protected leases
- b. benefit of protected leases under modern commercial conditions – why the need for a review?
- c. views on protected leases in the railways environment – what is your take on our interim report?
- d. possibilities to terminate protected leases and what this means for the contracted parties and the commercial ecosystems within which they operate
- e. the possibilities to contract outside the LTA 1954 and the long-term commercial impact on environments, like railway stations
- f. alternatives to protected leases and if they can achieve a commercial stability worth investing into? Are protected leases the (only) guarantee

- for long-term investments or there are other ways to explore for fostering investment, economic growth and effective competition?
- g. the room of manoeuvre for landlords to renegotiate clauses under a protected lease, such as rents and other key terms
 - h. shaping ORR's recommendations (this may be an area for a separate presentation)"

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).

MANAGEMENT OF CONFLICT OF INTEREST

Not applicable

CONFIDENTIALITY

Not applicable

IPR

As per Clause 9 (IPRs).

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.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £13,000.00

CALL-OFF CHARGES

	Hourly Rate
Partner/Consultant	
Legal Director/Counsel (or equivalent)	
Senior Solicitor/Senior Associate	
Solicitor/Associate	
NQ Solicitor/Junior Solicitor/Associate	
Trainee	
Paralegal/Legal Assistant	

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.

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

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REIMBURSABLE EXPENSES

None

DISBURSEMENTS

Not Payable

ADDITIONAL TRAINING CHARGE

Not applicable

SECONDMENT CHARGE

Not applicable

PAYMENT METHOD

Payments shall be monthly in arrears, using agreed timesheets. Payment shall be via BACS. Please ensure all invoices quote the ORR PO number. PO number to follow.

BUYER'S INVOICING ADDRESS:

Accounts Payable

Accounts.payable@orr.gov.uk

25 Cabot Square, London E14 4QZ

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]

Procurement Manager

[REDACTED]@orr.gov.uk

25 Cabot Square, London E14 4QZ

BUYER'S ENVIRONMENTAL POLICY

Not used

BUYER'S SECURITY POLICY

Not used

BUYER'S ICT POLICY

Not used

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

CCS Client Relationship Manager/Partner

DAC Beachcroft LLP

[REDACTED]@dacbeachcroft.com

Portwall Place, Portwall Lane, Bristol BS1 6NS

T: +44 (0)117 918 2159

M: +44 (0)7841 322 479

SUPPLIER'S CONTRACT MANAGER

[REDACTED]

ORR CRP Partner

E: [REDACTED]@dacbeachcroft.com

DAC Beachcroft LLP

The Walbrook Building, 25 Walbrook, London, EC4N 8AF

+44 (0)20 7894 6978 | +44 (0) 7789 435 915

[REDACTED]

Deputy CRP for CCS

E: [REDACTED]@dacbeachcroft.com

DAC Beachcroft LLP

Bank House, East Pilgrim Street, Newcastle upon Tyne NE1 6SQ

T: +44 (0)191 404 4060

PROGRESS REPORT

Progress Reports shall be required. Content to be agreed.

PROGRESS REPORT FREQUENCY

As and when reasonably required.

PROGRESS MEETINGS AND PROGRESS MEETING FREQUENCY

Not applicable.

KEY STAFF

[REDACTED] – Partner (Property Litigation)

[REDACTED]@dacbeachcroft.com

25 Walbrook, London EC4N 8AF

[REDACTED] – Associate (Commercial Real Estate)

[REDACTED]@dacbeachcroft.com

25 Walbrook, London EC4N 8AF

KEY SUBCONTRACTOR(S)

Not Applicable

COMMERCIALLY SENSITIVE INFORMATION

CALL-OFF CHARGES

SERVICE CREDITS


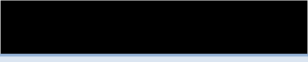
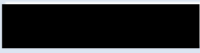
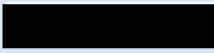
Not applicable

ADDITIONAL INSURANCES

Not applicable

GUARANTEE
Not applicable

SOCIAL VALUE COMMITMENT
Not applicable

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:	Partner	Role:	Procurement Manager
Date:		Date:	