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

**Order Form**

CALL-OFF REFERENCE: CCLL24A05

THE BUYER: Crown Commercial Service

BUYER ADDRESS Redacted under FOIA section 40, Personal Information

THE SUPPLIER: Sharpe Pritchard LLP

SUPPLIER ADDRESS:Redacted under FOIA section 40, Personal Information

REGISTRATION NUMBER:OC378650

DUNS NUMBER: 218596329

SID4GOV ID:TBC at Award

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 16th October 2024.

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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:

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 Legal Services Panel Framework**
  + Joint Schedule 2 (Variation Form)
  + Joint Schedule 3 (Insurance Requirements)
  + Joint Schedule 4 (Commercially Sensitive Information)
  + Joint Schedule 6 (Key Subcontractors)
  + Joint Schedule 10 (Rectification Plan)
  + Joint Schedule 11 (Processing Data)

* **Call-Off Schedules for RM6179 Legal Services Panel Framework**
  + Call-Off Schedule 1 (Transparency Reports)
  + Call-Off Schedule 2 (Staff Transfer)
  + Call-Off Schedule 3 (Continuous Improvement)
  + Call-Off Schedule 5 (Pricing)
  + 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
3. Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

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:

none

CALL-OFF START DATE: Monday 21st October 2024

CALL-OFF EXPIRY DATE: Sunday 29th December 2024

CALL-OFF INITIAL PERIOD: Phase 1 - Ten (10) Weeks

CALL-OFF OPTIONAL EXTENSION PERIOD

Phase 2 – Twelve (12) months (inclusive of the Ten (10) weeks already undertaken)

WORKING DAY

Not Applicable

CALL-OFF DELIVERABLES

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

MANAGEMENT OF CONFLICT OF INTEREST

Not Applicable

CONFIDENTIALITY

Not Applicable

IPR

Clause 9 (IPRs) assigns all IPRs in the outputs from the Deliverables to the Buyer.

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:

£200,000.00Estimated Charges in the first 12 months of the Contract.

CALL-OFF CHARGES

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

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

Not Applicable

REIMBURSABLE EXPENSES

None

DISBURSEMENTS

Not Payable

ADDITIONAL TRAINING CHARGE

Not Applicable

SECONDMENT CHARGE

Not Applicable

PAYMENT METHOD

By Invoice

BUYER’S INVOICING ADDRESS:

Redacted under FOIA section 40, Personal Information

BUYER’S AUTHORISED REPRESENTATIVE

Redacted under FOIA section 40, Personal Information

BUYER’S ENVIRONMENTAL POLICY

CCS Carbon reduction plan and environmental policy can be found here: <https://www.gov.uk/government/publications/carbon-reduction-policy/carbon-reduction-plan>

BUYER’S SECURITY POLICY

Not Applicable

BUYER’S ICT POLICY

Not Applicable

SUPPLIER’S AUTHORISED REPRESENTATIVE

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

PROGRESS REPORT

2 reports providing an update against deliverables

Please note report for Phase 2 work to be agreed prior to commissioning

PROGRESS REPORT FREQUENCY

By week 4 and 1 week prior to completion of Phase 1

Please note report for Phase 2 work to be agreed prior to commissioning

PROGRESS MEETINGS AND PROGRESS MEETING FREQUENCY

As per Call-Off Schedule 20 (Call-Off Specification)

KEY STAFF

Not applicable

KEY SUBCONTRACTOR(S)

Not applicable

COMMERCIALLY SENSITIVE INFORMATION

See Joint Schedule 4 (Commercially Sensitive Information)

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

Lot 1 Suppliers are required to have £10m Professional Indemnity Insurance

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender)

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| --- | --- | --- | --- |
| **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: |  | Date: |  |