



Department for Levelling Up,  
Housing & Communities

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

### Order Form

CALL-OFF REFERENCE: **CPD4126142**

THE BUYER: **THE SECRETARY OF STATE FOR LEVELLING UP, HOUSING AND COMMUNITIES ACTING THROUGH THE DEPARTMENT FOR LEVELLING UP, HOUSING AND COMMUNITIES (DLUHC)**

BUYER ADDRESS  
Fry Building  
2 Marsham Street  
London  
SW1P 4DF

THE SUPPLIER: Eversheds Sutherland (International) LLP

SUPPLIER ADDRESS: One Wood Street, London, EC2V 7WS

REGISTRATION NUMBER: OC304065

#### APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 16 May 2024. It's issued under the Framework Contract with the reference number *CPD4124234 RSU Legal Support Framework* for the provision of legal advice and services.



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CALL-OFF LOT:

**Lot 1 –Legal Support**

**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)
3. Framework Special Terms
4. The following Schedules in equal order of precedence:
  - Volume 3: Terms and Conditions: Core Terms
  - Call-Off Schedule 1 (Call-Off Tender)
  - Volume 3 Joint Schedule 2 - Variation Form
  - Volume 3 Joint Schedule 3 - Insurance Requirements
  - Volume 3 Joint Schedule 4 - Commercial Sensitive Information
  - Volume 3 Joint Schedule 5 - Corporate Social Responsibility
  - Volume 3 Joint Schedule 10 - Rectification Plan
  - Volume 3 Joint Schedule 11 – Processing Data
  - Volume 3 Framework Schedule 14 - Exit Management
  - Volume 3 Framework Schedule 13- Security
  - Volume 3 Framework Schedule 12 - Business Continuity and Disaster Recovery
  - Volume 3 Framework Schedule 11 - Continuous Improvement
  - Volume 3 Framework Schedule 8 - Cyber Essentials Scheme

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:

**20th May 2024**

CALL-OFF EXPIRY DATE:

On completion of the Deliverables



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CALL-OFF INITIAL PERIOD: 24 Months

CALL-OFF OPTIONAL EXTENSION PERIOD: 2 years in yearly extensions (1+1)

#### 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).

Call-Off Deliverables as set out in *CPD4126142 Annex A Specification\_Strategic Legal Consultant\_v0.3OFF SEN*

[REDACTED]

#### MANAGEMENT OF CONFLICT OF INTEREST

The Supplier confirms that no conflict of interest exists in relation to the Deliverables under this Order.

The Supplier shall complete a new conflict check for each instruction in relation to the Deliverables under this Order and will confirm to the Buyer the outcome of each new check.

#### CONFIDENTIALITY

As relevant, the Supplier's team mobilised in relation to the Deliverables under this Order shall adhere to confidentiality restrictions.

#### MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.



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#### CALL-OFF CHARGES

The applicable rates under this Call-Off Order are as set out below:

Lawyer Grade	Framework Hourly rate
Partner / Consultant	[REDCATED]
Legal Director/ Counsel or equivalent	[REDACTED]
Senior Solicitor / Senior Associate	[REDACTED]
Solicitor / Associate	[REDACTED]
Junior Solicitor / Newly Qualified Solicitor	[REDACTED]
Trainee Solicitor	[REDACTED]
Paralegal / Legal Assistant	[REDACTED]

The Estimated 12 Month Charges under this Contract is **£250,000** rising to a maximum of £1m over the Contract duration. This maximum value includes extensions which shall be subject to confirmation of funding and relevant Buyer approvals.

#### REIMBURSABLE EXPENSES

Expenses are to be in line with the Department's expenses policy: [TS-Policy.pdf \(paas-s3-broker-prod-lon-49db7b11-cef2-4b74-9d81-832176d5cc15.s3.eu-west-2.amazonaws.com\)](#)

#### DISBURSEMENTS

Not Payable without written commercial approval in advance for instruction of barristers, experts or other appropriate input.

#### PAYMENT METHOD

BACS payment on receipt of a valid invoice.

#### BUYER'S INVOICING ADDRESS:

Invoices must include a valid PO number (to be provided) and be submitted to [clginvoices@levellingup.gov.uk](mailto:clginvoices@levellingup.gov.uk) to process payment.

The Buyer will pay the Supplier within thirty (30) calendar days following receipt of an approved invoice.



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BUYER'S AUTHORISED REPRESENTATIVE  
[REDACTED]

Fry Building  
2 Marsham Street  
London  
SW1P 4DF

SUPPLIER'S AUTHORISED REPRESENTATIVE  
[REDACTED]

SUPPLIER'S CONTRACT MANAGER  
As above

#### PROGRESS REPORT

Work in Progress and forward planning, co-partnering matters reporting to be agreed with the Supplier.

#### PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month.

#### PROGRESS MEETINGS AND PROGRESS MEETING FREQUENCY

Quarterly on the first Working Day of each quarter.

#### KEY STAFF

- 1.1 The Order Form lists the key roles ("**Key Roles**") and names of the persons who the Supplier shall appoint to fill those Key Roles at the Start Date.
- 1.2 The Supplier shall ensure that the Key Staff fulfil the Key Roles at all times during the Contract Period.
- 1.3 The Buyer may identify any further roles as being Key Roles and, following agreement to the same by the Supplier, the relevant person selected to fill those Key Roles shall be included on the list of Key Staff.



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- 1.4 The Supplier shall not and shall procure that any Subcontractor shall not remove or replace any Key Staff unless:
- 1.4.1 requested to do so by the Buyer or the Buyer Approves such removal or replacement (not to be unreasonably withheld or delayed);
  - 1.4.2 the person concerned resigns, retires or dies or is on maternity or long-term sick leave; or
  - 1.4.3 the person's employment or contractual arrangement with the Supplier or Subcontractor is terminated for material breach of contract by the employee.
- 1.5 The Supplier shall:
- 1.5.1 notify the Buyer promptly of the absence of any Key Staff (other than for short-term sickness or holidays of two (2) weeks or less, in which case the Supplier shall ensure appropriate temporary cover for that Key Role);
  - 1.5.2 ensure that any Key Role is not vacant for any longer than ten (10) Working Days;
  - 1.5.3 give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Staff and, except in the cases of death, unexpected ill health or a material breach of the Key Staff's employment contract, this will mean at least three (3) Months' notice;
  - 1.5.4 ensure that all arrangements for planned changes in Key Staff provide adequate periods during which incoming and outgoing staff work together to transfer responsibilities and ensure that such change does not have an adverse impact on the provision of the Deliverables; and
  - 1.5.5 ensure that any replacement for a Key Role has a level of qualifications and experience appropriate to the relevant Key Role and is fully competent to carry out the tasks assigned to the Key Staff whom he or she has replaced.
- 1.6 The Buyer may require the Supplier to remove or procure that any Subcontractor shall remove any Key Staff that the Buyer considers in any respect unsatisfactory. The Buyer shall not be liable for the cost of replacing any Key Staff.



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Key Staff  
[REDACTED]

KEY SUBCONTRACTOR(S)  
Not Applicable

COMMERCIALLY SENSITIVE INFORMATION  
Supplier's Commercially Sensitive Information

SERVICE CREDITS  
Not applicable

ADDITIONAL INSURANCES in addition to the Framework Insurance levels.  
Not applicable

BUYER'S ENVIRONMENTAL POLICY  
[Environmental policy - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/policies/environmental-policy)

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 1 (Call-Off Tender).

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	[REDACTED]	Signature:	[REDACTED]
Name:	[REDACTED]	Name:	[REDACTED]
Role:	[REDACTED]	Role:	[REDACTED]
Date:	03 June 2024	Date:	03 June 2024



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