

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

Order Form

CALL-OFF REFERENCE: PPE Claims BUNZL – Z2103221

THE BUYER: Department of Health and Social Care

BUYER ADDRESS 39 Victoria Street, London, SW1H 0EU

THE SUPPLIER: Burges Salmon LLP

SUPPLIER ADDRESS: One Glass Wharf, Bristol, BS2 0ZX

REGISTRATION NUMBER: OC307212

DUNS NUMBER: 738152433

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 1 April 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 1 (Definitions)
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 5 (Corporate Social Responsibility)
 - Joint Schedule 6 (Key Subcontractors)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Call-Off Schedules
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer) - Part C only (No Staff Transfer on the Start Date)
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 9 (Security) - Part A only (Short Form Security Requirements)
 - Call-Off Schedule 20 (Call-Off Specification)
 - Call-Off Schedule 24 (Special Schedule)
5. CCS Core Terms (version 3.0.11)

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

Where the Services provided under the Call-Off Contract include Legal Services and **Schedule 24 (Special Schedule) Legal Services Contract** applies, in addition to

the amendments set out in Schedule 24, the following amendments shall be deemed incorporated into Schedule 24:

4. Pricing and Payments

4.12 Buyer (client) monies

- (a) The Supplier shall deposit Buyer monies with such banks as the Supplier may from time to time decide in accordance with its regulators' Accounts Rules.
- (b) The Supplier has no immediate control over these monies while they are held on deposit and the Supplier will not be liable to the Buyer for any monies lost as a result of the failure of the bank. In these circumstances, the Buyer may be entitled to compensation under the Financial Services Compensation Scheme.
- (c) Interest is earned on the Supplier's Client Account. The Supplier has an interest rate policy which is designed to ensure the Buyer is treated fairly and which complies with the Supplier's regulatory requirements. This policy is available on request.

34. Resolving Disputes

Complaint Handling

34.10 The Supplier's complaints handling procedure can be viewed here:
<https://www.burges-salmon.com/contact-us/complaints-handling-procedure>.

34.11 The Supplier is not authorised by the Financial Conduct Authority (FCA). The Supplier is, however, included on the register maintained by the FCA so that it can carry on insurance distribution activity, which is broadly the advising on, selling and administration of insurance contracts. This part of the Supplier's business is regulated by the Solicitors Regulation Authority and arrangements for complaints or redress are subject to the jurisdiction of the Legal Ombudsman. The register can be accessed at www.fca.org.uk/firms/financialservices-register.

CALL-OFF START DATE:	1 April 2023
CALL-OFF EXPIRY DATE:	On completion of deliverables
CALL-OFF INITIAL PERIOD:	On completion of deliverables

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

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.

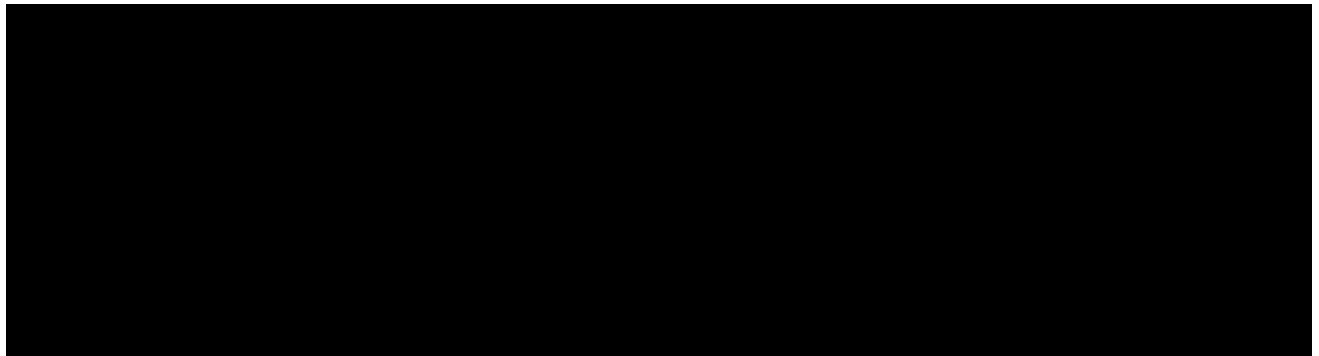
For the purposes of Clause 11.2 of the Core Terms (as amended by the Framework Special Terms), the Supplier's liability for any damages, costs, claims, expenses, interest or other liability arising out of the performance or non-performance by the Supplier (or by any person for whom the Supplier may be liable vicariously) of its obligations under this Call-Off Contract (whether by virtue of negligence or otherwise) shall be limited to £10 million per claim. When considering what may be regarded as one claim for the purposes of this limit of liability all claims against the Supplier arising from one act or omission, one series of related acts or omissions, the same act or omission in a series of related matters or transactions, similar acts or omissions in a series of related matters or transactions and all claims against the Supplier arising from one matter or transaction will be regarded as one claim.

The Buyer may Call-Off legal services under this contract up to a maximum of **£140,000 excluding VAT**

CALL-OFF CHARGES

The Supplier shall charge for the Services at the rates set out in the table below:

Burges Salmon LLP Rates:



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.

REIMBURSABLE EXPENSES

Recoverable in accordance with the Framework Contract

DISBURSEMENTS

Payable in accordance with the Framework Contract

PAYMENT METHOD

Payment by Purchase Order on receipt of a valid invoice.



Final invoices to be submitted as above bearing a valid PO number (to be provided).

SUPPLIER BANK DETAILS



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

ADDITIONAL TRAINING CHARGE:

None

SECONDMENT CHARGE:

None

BUYER'S INVOICING ADDRESS:

Accounts Payable

Department for Health and Social Care, 39 Victoria Street, London, SW1H 0EU

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]
[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]
[REDACTED]
[REDACTED]
[REDACTED]

SUPPLIER'S CONTRACT MANAGER:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

PROGRESS MEETINGS AND PROGRESS MEETING FREQUENCY

The Supplier's relationship partner or their nominated deputy shall meet with the Buyer to review progress on matters on which the Supplier is instructed under this Call-Off Contract. The frequency of such meetings will be agreed between the parties and shall take place via Microsoft Teams or equivalent.

KEY STAFF

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

KEY SUBCONTRACTOR(S)

Not Applicable

COMMERCIALLY SENSITIVE INFORMATION

As per Joint Schedule 4 (Commercially Sensitive Information)

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 Contract, that it will comply with the social value commitments established at Framework level.

For and on behalf of the Supplier:	For and on behalf of the Buyer:
[REDACTED]	[REDACTED]
	Role: Commercial Lead
	Date: 22 June 2023

Schedules and accompanying documents: