

PANEL AGREEMENT SCHEDULE 4
ORDER FORM AND TERMS AND CONDITION

SECTION A

- (i) This Order Form dated **7th January 2020** is 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.

1.1	Government Legal Ref - Z1914553 MHCLG Ref – CPD 004 120 145 Pinsent Masons Ref - [PM-AC.FID3671668]
1.2	Secretary of State for Housing, Communities and Local Government Fry Bldg 2 Marsham St London SW1P 4DF ("CUSTOMER")
1.3	Pinsent Masons LLP 30 Crown Place London EC2A 4ES

	(OC333653) ("SUPPLIER")
1.4	Commencement Date: 8 th January 2020
1.5	Term will expire on completion of the Services
1.6	Signed for and on behalf of the Customer by an authorised representative:
	Signature
	Date
1.7	Signed for and on behalf of the Supplier by an authorised representative:
	Name and Title
	Signature
	Date

SECTION B

1. PANEL SERVICES

1.1	Panel Services: <i>The Supplier shall provide such advice, support and drafting and negotiation as the Customer may require in relation to MHCLG's shareholding in Portalplanquest Ltd and the development of the National Planning Portal (the "Project")"; to include (i) review of Subscription Shareholder Agreement and related documents; (ii) provide advice on responding to letter from Terraquest Solutions Ltd dated [Redacted] and matters arising including [Redacted] (iii) prepare for and attend meetings with Customer and stakeholders (iv) draft documents as required (v) communicate with Customer's other professional advisers (vi) provide such ancillary advice, support and/or drafting not covered under (i) to (iv) above in relation to the Project as the Customer may require</i>
1.2	Management and review of the Services 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 [Redacted]
1.3	Place of performance The services will be provided by personnel based in Pinsent Masons' London and Glasgow offices.

2. CHARGES

2.1a	Rates Hourly Rates to be used on Panel Prices subject to paragraph 2.1b
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<p>2.1b</p>	<ul style="list-style-type: none"> • 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. • Where any Supplier Personnel have completed twenty (20) days of work in any given Month, the monthly rate will apply irrespective of how many further hours of work are completed in that Month.
<p>2.2</p>	<p>Estimate of Charges used</p> <p>Pinsent Masons have estimated a charge of [Redacted] for the review of the current documentation and initial advice as set out in section (i) of section 1.1 above. That is based on the assumption that [Redacted].</p>
<p>2.3</p>	<p>Fixed Price not used</p>
<p>2.4</p>	<p>Capped Price not used</p>
<p>2.5</p>	<p>Other Costs</p> <p>Reimbursable Expenses Not payable</p> <p>Disbursements Payable Disbursements shall only be payable where the Customer has authorised that the Disbursements may be incurred in advance.</p> <p>Additional training Not required</p>

3. MISCELLANEOUS

3.1	CUSTOMER REPRESENTATIVE Joanna Means Senior Procurement Advisor MHCLG joanna.means@communities.gov.uk
3.2	SUPPLIER REPRESENTATIVE [Redacted]
3.3	KEY PERSONNEL NOT REQUIRED
3.4	NOTICES Secretary of State for Housing, Communities and Local Government Fry Bldg 2 Marsham St London SW1P 4DF Pinsent Masons LLP 30 Crown Place London EC2A 4ES
3.5	CUSTOMER BILLING ADDRESS [Redacted]
3.6	SUPPLIER BANK DETAILS [Redacted]
3.7	CUSTOMER'S PURCHASE ORDER NUMBER – [Redacted]
3.8	NO APPROVED SUB-CONTRACTORS
3.9	BCDR - NONE
3.10	Exit Management: Schedule 2 (Exit Management) shall apply

3.11	Transparency Reports Not required
3.12	Call Off Guarantee (Clause 10 of the Legal Service Contract): Not required

4. VARIATIONS TO THE TERMS AND CONDITIONS

4.1	Liability cap No variation
4.2	Conflicts of Interest None
4.3	Confidentiality No special arrangements
4.5	Intellectual Property Rights Clause 8 applies
4.6	No variations

SECTION C

Not used

UNCLASSIFIED