

PANEL AGREEMENT SCHEDULE 4
ORDER FORM AND TERMS AND CONDITIONS

ORDER FORM

SECTION A

- (i) This Order Form dated 24 May 2018 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	Customer's reference number: Not Used
1.2	CUSTOMER Secretary of State for Work and Pensions
1.3	SUPPLIER TLT LLP
1.4	Commencement Date: 24 May 2018
1.5	Expiry Date

30 November 2018

1.6 Signed for and on behalf of the Customer by an authorised representative:

[Redacted]

Signature
[Redacted]

Date 14-6-18

1.7 Signed for and on behalf of the Supplier by an authorised representative:

Name and Title

[Redacted]

[Redacted]

Signature
[Redacted]

Date 05/06/18

ORDER FORM SECTION B

1 PANEL SERVICES

1.1	<p>Panel Services:</p> <p>The Supplier shall provide such legal advice, support and drafting as required by the Customer in connection with the Digital Debt Services Project in accordance with the capped fee estimate provided to the Customer dated 25 April 2018. This will include:</p> <ul style="list-style-type: none"> • Review of the draft invitation to Tender and assisting DWP in formulating the related evaluation criteria • Assisting DWP in developing the Model Services Agreement and Schedules • Dealing with any legal clarifications • Review of evaluation summaries, Commercial Board/ Evaluation Reports • Assisting DWP in finalising the Model Services Agreement
1.2	<p>Management and review of the Services</p> <p>The Contract will be managed by the Government Legal Department Commercial Law Group. Performance will be managed in accordance with the General Legal Services Panel management guidelines.</p> <p>All work commissioned shall be submitted to [REDACTED] (Senior Lawyer), Commercial Law Group, for review. Instructions shall be submitted under the supervision of the Senior Lawyer and agreed with the Supplier. All invoices will be scrutinised by the Senior Lawyer.</p> <p>The Supplier is referred to clause 3 of this Legal Services Contract regarding delivery and management of the panel services.</p> <p>The contract will be formally reviewed at 3 monthly intervals by the Senior Lawyer and Commercial Law Deputy Director and performance of the supplier will be managed in accordance with GLAS performance management guidelines.</p>
1.3	<p>Place of performance</p> <p>Principally to be performed at the Supplier's offices in Manchester and elsewhere as the Customer requires.</p>

2 CHARGES

2.1a	Supplier rates will be used (as shown in table below)			
	TLT LLP GLAS RATES	<i>Hourly</i>	<i>Daily</i>	<i>Monthly</i>
	Partner Rates	[REDACTED]	[REDACTED]	[REDACTED]
	Senior Solicitor Rates	[REDACTED]	[REDACTED]	[REDACTED]
	Solicitor Rates	[REDACTED]	[REDACTED]	[REDACTED]
	Junior Solicitor Rates	[REDACTED]	[REDACTED]	[REDACTED]
	Trainee/Paralegal Rates	[REDACTED]	[REDACTED]	£ [REDACTED]

2.1b	<p>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</p> <p>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> <p>The Supplier will provide weekly work in progress (WIP) reports to the Customer so that spend can be tracked throughout the course of the Contract.</p>
2.2	Estimate of Charges not used
2.3	Fixed Price not used
2.4	<p>Capped Price used</p> <p>The Customer requires a total capped price for all Services of [REDACTED] exclusive of VAT in accordance with the capped fee estimate dated 25 April 2018</p> <p>This total capped price will be calculated by reference to a single capped price, with all rates charged up to the level of the cap.</p> <p>The Supplier will provide weekly work in progress (WIP) reports to the Customer so that spend can be tracked throughout the course of the Contract.</p> <p>Any additional work required by the Customer over and above the capped fee estimate will be subject to further agreement between the Customer and Supplier.</p>
2.5	<p>Other Costs</p> <p>DWP will not pay any expenses.</p> <p>Disbursements shall only be payable where the Customer has authorised that the Disbursements may be incurred in advance and where they are within the total capped price.</p>

3. MISCELLANEOUS

3.1	<p>CUSTOMER REPRESENTATIVE</p> <p>[REDACTED], Senior Lawyer Government Legal Department Fifth Floor, Two St Peter's Square Manchester M2 3AA</p> <p>T: [REDACTED] M: [REDACTED]</p>
3.2	SUPPLIER REPRESENTATIVE

[REDACTED]
TLT LLP
3 Hardman Square
Manchester
M3 3EB

T: [REDACTED]
M: [REDACTED]

3.3 KEY PERSONNEL

Supplier will provide names with their respective grade to the customer of any fee earners they use in addition to the fee earner named above

3.4 Notices

CUSTOMER

[REDACTED] Senior Lawyer
Government Legal Department
Fifth Floor, Two St Peter's Square
Manchester
M2 3AA

T: [REDACTED]
M: [REDACTED]

SUPPLIER

[REDACTED]
TLT LLP
3 Hardman Square
Manchester
M3 3EB

T: [REDACTED]
M: [REDACTED]

3.5 Customer billing address and contact

[REDACTED] Business Manager
Department for Work and Pensions
Ground Floor Caxton House
Tothill Street
London SW1H 9NA
Tel: [REDACTED]
Email: [REDACTED]

3.6 SUPPLIER BANK DETAILS

Required from supplier

3.7	CUSTOMER'S PURCHASE ORDER NUMBER <i>Customer to provide to supplier</i>
3.8	APPROVED SUB-CONTRACTORS None
3.9	BCDR No additional requirements to the Panel Agreement Services
3.10	Exit Management: In Schedule 2 (Exit Management)
3.11	Transparency Reports As in Contract Schedule 4 (Transparency Reports) but not applicable due to the length of the contract
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 As set out at Clause 7 of this Legal Services Contract and Order Form.
4.2	Conflicts of Interest The Supplier confirms that it has run all relevant conflicts of interest checks and there are no conflicts of interest
4.3	Confidentiality No additional measures to those set out in the Legal Services Contract and Order Form shall apply.
4.5	Intellectual Property Rights As set out in Clause 8 of this Legal Services Contract and Order Form.
4.6	No further variations to this Legal Services Contract and Order Form are required.

ORDER FORM SECTION C

NOT USED