### **Order Form**

CALL-OFF REFERENCE: C233469

THE BUYER: The Secretary of State for Health and Social Care,

acting as part of the Crown,

BUYER ADDRESS 39 Victoria Street

London SW1H 0EU

THE SUPPLIER: TLT LLP

SUPPLIER ADDRESS: One Redcliff Street, Bristol, BS1 6TP

REGISTRATION NUMBER: OC326165

DUNS NUMBER:

SID4GOV ID: N/A

#### APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 03/01/2024. 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

Framework Ref: RM6179 Project Version: v1.0 Model Version: v3.7

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#### 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 2 (Variation Form)
    - Joint Schedule 3 (Insurance Requirements)
    - Joint Schedule 4 (Commercially Sensitive Information)
    - Joint Schedule 10 (Rectification Plan)
    - Joint Schedule 11 (Processing Data)
  - Call-Off Schedules for **C233469** Call-Off reference number]
    - Call-Off Schedule 1 (Transparency Reports)
    - Call-Off Schedule 2 (Staff Transfer)
    - Call-Off Schedule 3 (Continuous Improvement)
- 5. CCS Core Terms (version 3.0.11)
- 6. Joint Schedule 5 (Corporate Social Responsibility) RM6179

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: 3/01/2024

CALL-OFF EXPIRY DATE: 01/03/2024

CALL-OFF INITIAL PERIOD: up to **2 months** 

#### **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).

The Patient Safety Commissioner (PSC) has been issued with a Rule 9 request from the Thirlwall Inquiry and requires legal representation to support the request and

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produce a written witness statement. The supplier will assist the PSC with matters relating to this request.

#### MANAGEMENT OF CONFLICT OF INTEREST

The supplier will need to perform ongoing COI checks with regards the 'The Thirlwall Inquiry' and inform any clients about any potential representation of any other party to the Inquiry.

#### CONFIDENTIALITY

Nothing additional to the CCS Core Terms

#### 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 **up to \_\_\_\_\_.** 

#### **CALL-OFF CHARGES**

Fee Earner	Hourly Price	
Partner		
Legal Director		
Senior Solicitor		
Solicitor		
Junior Solicitor		
Trainee / Paralegal		
Legal Project Manager		

Up to total value of

#### **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 N/A

DISBURSEMENTS N/A

ADDITIONAL TRAINING CHARGE

ADDITIONAL TRAINING CHAP

# Framework Schedule 6 (Order Form Template and Call-Off Schedules) Crown Copyright 2018 N/A SECONDMENT CHARGE N/A PAYMENT METHOD Payment made via BACS within 30 days of receiving a valid invoice **BUYER'S INVOICING ADDRESS:** All invoices must be sent, quoting a valid Purchase Order Number and any relevant details to: **BUYER'S AUTHORISED REPRESENTATIVE BUYER'S ENVIRONMENTAL POLICY** Available upon request **BUYER'S SECURITY POLICY** Available upon request **BUYER'S ICT POLICY** Available upon request SUPPLIER'S AUTHORISED REPRESENTATIVE



SUPPLIER'S CONTRACT MANAGER



PROGRESS REPORT Not applicable.

PROGRESS REPORT FREQUENCY N/A

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# PROGRESS MEETINGS AND PROGRESS MEETING FREQUENCY $\mathbf{N/A}$

**KEY STAFF** 

N/A

KEY SUBCONTRACTOR(S) Not Applicable

COMMERCIALLY SENSITIVE INFORMATION Supplier rates

SERVICE CREDITS
Not applicable

ADDITIONAL INSURANCES

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

GUARANTEE Not applicable

SOCIAL VALUE COMMITMENT N/A

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:		Role:	
Date:	3 January 2024	Date:	04/01/2024