

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

Order Form

CALL-OFF REFERENCE:	PS25083 - Legal Fees – ET Claim (UKRI Active.FID29955)
THE BUYER:	UK Research and Innovation (UKRI)
BUYER ADDRESS	Polaris House, North Star Avenue, Swindon, SN2 1FF
THE SUPPLIER:	TLT LLP
SUPPLIER ADDRESS:	One Redcliff Street, Bristol, BS1 6TP
REGISTRATION NUMBER:	OC308658
DUNS NUMBER:	739281603
SID4GOV ID:	N/A

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated Wednesday 30th April.

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

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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 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Call-Off Schedules for PS25083
 - Call-Off Schedule 2 (Staff Transfer)
 - Call-Off Schedule 5 (Pricing Details)
 - Call-Off Schedule 20 (Call-Off Specification)
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

The following Special Terms are incorporated into this Call-Off Contract:

N/A.

CALL-OFF START DATE: Tuesday 1st April 2025

CALL-OFF EXPIRY DATE: Wednesday 30th September 2026

CALL-OFF INITIAL PERIOD: 18 Months

CALL-OFF DELIVERABLES

See details in Call-Off Schedule 20 (Call-Off Specification)

MANAGEMENT OF CONFLICT OF INTEREST

Not applicable

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CONFIDENTIALITY

Not applicable

IPR

Clause 9 (IPRs) assigns all IPRs in the outputs from the Deliverables to the Supplier, with a licence from the Supplier to the Buyer to use, transfer and sub-licence such rights.

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 Year 1 Charges used to calculate liability in the first Contract Year is £35,000.00 Excluding VAT.

CALL-OFF CHARGES

Capped Price for the contract is £35,000.00 Excluding VAT.

The Charges will not be impacted by any change to the Framework Prices. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of:

- Specific Change in Law

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

None

DISBURSEMENTS

Not Payable

ADDITIONAL TRAINING CHARGE

Not applicable

SECONDMENT CHARGE

Not applicable

PAYMENT METHOD

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The Supplier shall submit an invoice within 28 days of supplying the Supplies and or performing Services to the satisfaction of the Contracting Authority. The invoice shall show the amount of VAT payable and bear the Purchase Order number. Save where an invoice is disputed, the Contracting Authority shall pay the Contractor within 30 days of receipt of an invoice via BACS payment.

If you have a query regarding an outstanding payment please contact our accounts payable section either by email to [REDACTED] or by telephone [REDACTED] between 09:00 and 17:00 Monday to Friday.

The Supplier must facilitate payment by the Buyer of the Charges under a Call-Off Contract under any method agreed with the Buyer in the Order Form. The Supplier must facilitate a change of payment method during the term of any Call-Off Contract.

The Supplier shall not charge the Buyer for a change in payment method during the term of the Call-off Contract.

BUYER'S INVOICING ADDRESS:

All invoices should be sent to [REDACTED], [Innovate UK](#), Polaris House, North Star Avenue, Swindon, Wiltshire SN2 1FL.

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]

BUYER'S ENVIRONMENTAL POLICY[Environmental sustainability – UKRI](#)

BUYER'S SECURITY POLICY[Policies, standards and data – UKRI](#)

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

SUPPLIER'S CONTRACT MANAGER

[REDACTED]

PROGRESS REPORT

As required for the contract

PROGRESS REPORT FREQUENCY

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As required for the contract

PROGRESS MEETINGS AND PROGRESS MEETING FREQUENCY

As required for the contract

KEY STAFF

Not applicable

KEY SUBCONTRACTOR(S)

Not applicable

COMMERCIALLY SENSITIVE INFORMATION

Not applicable

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

Not applicable