



Department
for Transport



Crown
Commercial
Service

Framework Schedule 6

Order Form Template and Call-Off Schedules

DfT Provision of Project Harrier – Legal

Appointment

Contract Reference: TRCF3098

CALL-OFF REFERENCE: **TRCF3098**

THE BUYERS: BUYER 1: **The Department for Transport (DfT)**
BUYER 2: **National Highways Limited (NH)**
Together the ("**Buyers**")

BUYERS ADDRESS BUYER 1: Great Minster House, 33 Horseferry Road, London, SW1P 4DR.
BUYER 2: Company Secretary, Bridge House, 1 Walnut Tree Close, Guildford, Surrey GU1 4LZ.

THE SUPPLIER: **Eversheds Sutherland (International) LLP**

SUPPLIER ADDRESS: One Wood Street, London, EC2V 7WS

REGISTRATION NUMBER: OC304065

DUNS NUMBER: 73-413-0656

SID4GOV ID: **N/A**

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated **19/11/2025**.

It's issued under the Framework Contract with reference number Legal Services Panel RM6179 for the provision of legal advice and services.

CALL-OFF LOT(S):
Lot 2 – Finance and Complex Legal Services (Framework ref RM6179).

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 **TRCF3091**
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 5 (Pricing Details)
 - Call-Off Schedule 9 (Security) – Part A
 - Call-Off Schedule 10 (Exit Management)
 - Call-Off Schedule 16 (Benchmarking)
 - Call-Off Schedule 18 (Background Checks)
 - Call-Off Schedule 20 (Call-Off Specification)
 - Call-Off Schedule 24 (Special Schedule)
5. CCS Core Terms (version 3.0.11)
6. Joint Schedule 5 (Corporate Social Responsibility) RM6179
7. The Statement of Requirements as set out in Annex 1.

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	NA
CALL-OFF START DATE:	19/11/2025
CALL-OFF EXPIRY DATE:	19/11/2027
CALL-OFF INITIAL PERIOD:	2-years (12 months) from the Call-Off Start Date with an option to extend for up to a maximum of one further year (2+1 year term).

CALL-OFF DELIVERABLES

See Annex 1 – Attachment 3 Statement of Requirements.

Each 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).

MANAGEMENT OF CONFLICT OF INTEREST

As per the Core Terms as amended by the Framework Special Terms.

As set out in paragraph 3.2 of the Statement of Requirements, both of the Buyers have a substantially common interest and agree that the Supplier will act for both Buyers jointly. During the course of the Call-Off Contract any information which either Buyer provides to the Supplier may be disclosed to the other so the Supplier can jointly represent both Buyers' interests. The Supplier will be under no separate duty of confidentiality to either Buyer. The Buyers therefore agree not to disclose to the Supplier information that it wishes to be kept confidential from the other Buyer.

All legal advice that is shared between the Supplier and the Buyers throughout this Call-Off Contract is confidential and is shared on a joint interest basis. Such sharing between the Buyers will not constitute a waiver of legal privilege. Should the Supplier need to cease acting for one or both of the Buyers (because a conflict of interest has arisen), both Buyers agree that the Call-Off Deliverables are shared up to that point on a joint interest privilege basis. The Supplier will continue to keep under review its role in acting for the Buyers. If, during the course of the Call-Off Contract, the Supplier or either Buyer believes that a conflict of interest has arisen (for example, should any area of disagreement, conflict or adverse interests exist or arise in relation to the mandate) the Supplier will not be able to advise either Buyer on that disagreement. The Buyers will have to reach an appropriate agreement between them (the solution for which the Buyers will jointly instruct the Supplier on). If a resolution cannot be reached and the Supplier determines during the course of the Call-Off Contract that it is no longer able to represent the Buyers and act in all of their best interests, applicable conflict rules may prevent the Supplier from acting for one or both/more of the Buyers further on this mandate with the result that the Supplier would have to seek legal advice from alternative counsel.

CONFIDENTIALITY

Not applicable, the Supplier's confidentiality obligations are as set out in the Core Terms.

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. If the Buyer requires an alternative arrangement in respect of IPRs, these should be specified here.

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 **£750,000.00 plus VAT**

It is agreed that the liability cap shall represent the total limit of the Supplier's liability to both Buyers and that any amount paid by the Supplier in respect of liabilities to the Buyers will be allocated among them as appropriate. This allocation is entirely a matter for the Buyers and the Buyers are under no obligation to inform the Supplier of the allocation.

CALL-OFF CHARGES

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4 and 5 in Framework Schedule 3 (Framework Prices).

The Parties acknowledge and agree that Buyer 1 will remain fully liable and responsible for all Charges which apply under this Order Form.

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 as stated in Call-Off Schedule 20.

DISBURSEMENTS

Not Payable without prior approval

ADDITIONAL TRAINING CHARGE

Not Applicable

SECONDMENT CHARGE

Not Applicable

PAYMENT METHOD

BUYER'S INVOICING ADDRESS:

SSa.invoice@Ubusinessservices.co.uk

Unity Business Services,
5 Sandringham Park,
Swansea Vale,
Swansea
SA7 0EA

Please ensure the DfT Contract Lead is sent a copy of all invoices.

BUYER'S AUTHORISED REPRESENTATIVE (DFT CONTRACT LEAD)

[REDACTED]

Portfolio Lead: Strategic Assets & Advisory, Property Portfolio & Advisory

[REDACTED] [@df.gov.uk](mailto:[REDACTED]@df.gov.uk)

Department for Transport

33 Horseferry Rd
London
SW1P 4DR

BUYER'S AUTHORISED REPRESENTATIVE (COMMERCIAL APPROVAL)

[REDACTED]

Deputy Director, Commercial Directorate

[REDACTED] [@df.gov.uk](mailto:[REDACTED]@df.gov.uk)

Department for Transport

33 Horseferry Rd
London
SW1P 4DR

BUYER'S AUTHORISED REPRESENTATIVE (COMMERCIAL LEAD)

[REDACTED]

Commercial Relationship Manager

[REDACTED] [@df.gov.uk](mailto:[REDACTED]@df.gov.uk)

Department for Transport

33 Horseferry Rd
London
SW1P 4DR

BUYER'S ENVIRONMENTAL POLICY



DfT Corporate
Environmental Polic
Framework Ref: RM6179
Project Version: v1.0
Model Version: v3.7

BUYER'S SECURITY POLICY

DfT cyber security
policy.docx

BUYER'S ICT POLICY

Not Applicable

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

Partner

[REDACTED]@eversheds-sutherland.com

Eversheds Sutherland (International) LLP

One Wood Street, London, EC2V 7WS

SUPPLIER'S CONTRACT MANAGER

[REDACTED]

Business Manager

[REDACTED]@eversheds-sutherland.com

Eversheds Sutherland (International) LLP

One Callaghan Square, Cardiff, CF10 5BT

PROGRESS REPORT

To be provided verbally each week at the Project Harrier working group. This can be given by any member of the Evershed Sutherland Project Management Office on behalf of the legal teams.

PROGRESS MEETINGS AND PROGRESS MEETING FREQUENCY

Monthly and Quarterly, as set out in section 9 of Call-Off Schedule 20

(Specification)KEY STAFF

Not Applicable

KEY SUBCONTRACTOR(S)

Not Applicable

COMMERCIALLY SENSITIVE INFORMATION

Everything related to Project Harrier unless explicitly stated.

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

Not applicable (outside the agreed framework Professional Indemnity Insurance of £100m for Lot 2 suppliers).

Framework Ref: RM6179

Project Version: v1.0

Model Version: v3.7

GUARANTEE
N/A

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 in Call-Off Schedule 4 (Call-Off Tender)]

For and on behalf of Supplier:		For and on behalf of Buyer 1:	
Signature:		Signature:	
Name:		Name:	
Role:		Role:	
Date:	27/11/25	Date:	04/12/2025
For and on behalf of Buyer 2:			
Signature:			
Name:			
Role:			
Date:	28 November 2025		

Annex 1

Attachment 3 – Statement of Requirements

Contract Reference: TRCF3098

Project Harrier – Legal Appointment

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1. PURPOSE

- 1.1 The purpose of this Contract is to provide legal advice and undertake conveyancing works in respect of the freehold disposal of assets within the Harrier Portfolio, currently operated by Moto and Roadchef (RC).
- 1.2 This advice will be required within an initial period of two years, with an option to extend for up to a maximum of one further year. The contract will have a maximum value of **£750,000 excl. VAT**. The Contracting Authority is under no obligation to utilise the full contract value, or to utilise the Supplier's services for the full contract term.
- 1.3 The supplier will lead support to the Contracting Authority on negotiating heads of terms and subsequent legal work, as set out in section 5.

2. BACKGROUND TO THE CONTRACTING AUTHORITY

- 2.1 The Department for Transport ('DfT') is a ministerial department supported by 19 agencies and public bodies with the principal property business being DVSA, National Highways (NH), BTP, Network Rail, LCR and HS2 Ltd.
- 2.2 DfT works with its agencies and partners to support the transport network that helps the UK's businesses and gets people and goods travelling around the country. DfT plans and invests in transport infrastructure to keep the UK on the move.
- 2.3 DfT Property is a team that provides commercial services and advice to the DfT and the Secretary of State for Transport when a project involves a property transaction. DfT's work spans a raft of property sub-sectors, most notably Property Strategy, Estate and Asset Management, Advice and Assurance, Building Services/Facilities Management and Regeneration and Development.

3. BACKGROUND TO REQUIREMENT

- 3.1 The government owns the freeholds of 35 Motorway Service Area (MSA) sites in England which have been let to service operators on long leases, many of which are due to expire in 2030-2032. These sites are run by the three largest operators of roadside services: Moto, Welcome Break (WB) and RC. The subject contract relates to the assets operated by Moto and RC, known as Phase 2 of the Harrier portfolio.
- 3.2 In light of the limited lease term remaining, operators are reluctant to invest in sites, especially in key policy areas such as Electric Vehicle (EV) charging infrastructure and have been seeking clarity from the Contracting Authority about the future of the leases to give them certainty over the future policy as to strategy for the sites going forward.

The legal title to the properties are owned by NH, an arms-length body with the sole shareholder being DfT. DfT and NH are working jointly in respect of this project. The Contracting Authority should therefore be construed as both DfT and NH acting jointly, with both organisations

requiring reliance on the legal advice provided and being owed a duty of care.

- 3.3 Phase 1 of the project comprised the Contracting Authority extending the leases of the Welcome Break assets. A substantial premium was agreed for these extensions, and the transaction completed in August 2025.
- 3.4 The project has been ongoing for the last 4 years, with legal and property due diligence being undertaken in respect of the MSAs, together with initial bi-lateral negotiations with operators.
- 3.5 It is envisaged that the strategy going forward will comprise the sale of the freeholds of the MSA's within the Harrier portfolio, following an open marketing process. This will comprise the MSA's currently operated by Moto & RC.

4. DEFINITIONS

Expression or Acronym	Definition
CCS	Crown Commercial Services
Contracting Authority	When mentioned, this refers to both DfT and NH, who have equal reliance on the legal advice provided by the supplier under this contract.
DfT	Department for Transport
EU	European Union
EV	Electric Vehicle
GDPR	General Data Protection Regulations
GLD	Government Legal Department
HMG	Her Majesty's Government
MSA	Motorway Service Area
NH	National Highways
RC	Roadchef
SDLT	Stamp Duty Land Tax

5. SCOPE OF REQUIREMENT

5.1 The purpose of the contract is to provide legal advice and undertake conveyancing works in respect of the freehold sales of the Moto and RC operated MSA's within the Harrier portfolio. It is expected that this will require the following activities:

5.2 Certificates of Title

5.2.1 Both the Moto and Roadchef Certificates of Title will need to be updated, along with title reporting and site boundary due diligence.

5.3 Marketing

5.3.1 Extensive pre-marketing work to be undertaken, comprising strategy note and structuring advice, preparation of Heads of Terms, bespoke sale contracts, transfers documents & bridge leases to be drawn up for each of the assets as well as the preparation and upload of Crichel Down documentation.

5.3.2 Marketing process including the preparation of a Data Room, summary note for each MSA Asset, Q&A's with bidders and bids review and submissions.

5.4 Negotiation

5.4.1 Working with the Contracting Authority in the negotiation of sales contracts, transfers, refining the bespoke trading bridge lease terms and certificates of title with the successful bidders.

5.4.2 This will also cover other legal complexities and the asset transaction costs.

5.5 Completion Works

5.5.1 Concluding freehold disposal negotiations across Phase 2 of the Harrier portfolio, presenting final sales contracts for signature by the Contracting Authority, together with associated supporting legal assurances.

5.5.2 Dealing, as directed by the Authority, with all the processes associated with Land Registry requirements.

5.6 Strategy and Advice

5.6.1 Providing ad hoc legal advice on issues arising together with potential mitigations.

- 5.6.2 Providing advice on strategic issues, when specifically instructed to do so.

5.7 Traffic Signs Agreements

- 5.7.1 Agreement and documentation of new Traffic Signs Agreements where and to the extent this is required and appropriate taking into account the preferred bidder entity and whether there will remain an existing occupier at the MSA site with operational responsibility who is already acting under an existing Traffic Signage Agreement. The Contracting Authority may not be negotiating with the existing MSA operator (current tenant) who has the benefit of the existing traffic signage agreement. If that is the case then consideration will need to be given as to whether new traffic signage agreements are required, alongside the terms of the disposal documentation and the effectiveness of any new traffic signage agreements.

5.8 Project Management

- 5.8.1 Provision of associated Legal Project Management Services.
- 5.8.2 The Supplier may be required to collaborate with other professional resource (e.g. GLD or other advisors to the Contracting Authority) – and shall do so in accordance with the High-Level Principles for Internal/External Lawyer Interface set out at Annex A.

6. THE REQUIREMENT

- 6.1 The Contracting Authority requires a legal advisor with the essential skills, experience, capacity, and track record to provide the necessary legal support. The legal advisor is expected to provide high quality technical and complex legal advice as and when needed. The required advice must be in the form of ongoing consultation (with reason) during the period of the contract.
- 6.2 A high-level list of the initial advice required is provided in the following table however this list is not exhaustive, and any additional advice will be discussed as and when required via work packages agreed between both parties. The Contracting Authority would like your proposal to reflect your expertise and capabilities in these areas.

Requirement	Scope
Strategic advice in relation to Phase 2 of the Harrier portfolio.	Advice required as and when necessary in respect of overall portfolio strategy.
Delivering the legal aspects of freehold sales.	<p>The legal aspects of freehold sales across Phase 2 of the Harrier portfolio, and representation in undertaking negotiations against external legal representatives. This potentially includes, but is not limited to the following:</p> <ul style="list-style-type: none"> • Advice and strategy in respect of any proposed offers. • Acting against purchasers legal teams in seeking Agreements • Providing potential solutions and mitigations in respect of areas of concern • Providing project management support
Delivery alongside other professional advisors.	Delivery alongside other professional advisers to the Contracting Authority and, upon request, conducting a handover of relevant due diligence.

7. KEY MILESTONES AND DELIVERABLES

- 7.1 Key milestones and deliverables will be dependent on the agreement of draft heads of terms between the Contracting Authority and purchaser's, and the level of engagement received from the purchaser's legal advisors.
- 7.2 These will be reviewed at the Monthly Contract Review meetings. Any changes to the agreed milestone will be agreed with the Contracting Authority and minuted.
- 7.3 The following indicative Contract milestones/deliverables shall apply:

Milestone/ Deliverable	Description/(Deliverable)	Timeframe or Delivery Date
1	Certificates of Title preparation <ul style="list-style-type: none"> Update Moto & Roadchef COTs, review boundary plans of the asset list and prepare and complete COT questionnaire with the Contracting Authority. Submit searches once plans finalized and finalise draft COTs for bidder disclosure when required. 	To complete ahead of launch of marketing material. Where assistance is requested, a response within 3 working days required.
2	Pre-Marketing Preparation & Support <ul style="list-style-type: none"> Provide strategy note and structuring advice (covering covenants, rights & reservations, depots, trading and footbridges) Review and support on process letter Prepare Heads of Terms, template sales contract and template transfers Draft template bridge leases and bespoke bridge lease (trading & footbridges) Preparation of Crichel Down documentation when required 	To be provided ahead of launch of the portfolio to market (January 2026)

3	<p>Marketing Support;</p> <ul style="list-style-type: none"> • Prepare, maintain and operate data room to support with marketing, bidding and sales process. • Prepare summary notes for each MSA asset to assist purchasers and advisors • Support bidder engagement with Round 1 & 2 Q&A with bidders and review of submissions. 	Ongoing throughout the marketing and bidding process. Each bidder round to be completed in line with the marketing timetable agreed by the Contracting Authority
4	<p>Site specific negotiations;</p> <ul style="list-style-type: none"> • Negotiate the following: • draft sale contract for each MSA / Transfers / trading bridge lease / COTNegotiate on behalf of the Contracting Authority and make recommendations. 	To commence immediately following agreement of preferred bidders and offers for MSA accepted.
5	<p>Completion works;</p> <ul style="list-style-type: none"> • Provide a Legal Assurance to the Contracting Authority that the proposed transaction is appropriate and that all relevant Governance and assurance has been completed, in line with policies and procedures. • Arrange for formalities of documentation execution and completion; • Arrange for transfer of sale proceeds and provision of completion statements; • Liaise with purchasers' legal advisors in respect of Land Registry and SDLT requirements; • Provide a suite of documents to the Contracting Authority to retain with their records; • Undertake any other tasks consistent with the completion of the various freehold transactions (upon prior agreement with the Contracting Authority). 	Following agreement of all legal documentation and completion of governance.

6	<p>Strategy and Advice;</p> <ul style="list-style-type: none"> • Engage with the Contracting Authority on queries arising and anticipate legal issues associated with the transaction, and; • Provide follow-up written legal advice. 	Ongoing
7	<p>Traffic Signs Agreements (if applicable);</p> <ul style="list-style-type: none"> • Where appropriate in the context of the preferred bidder entity and taking account of whether the existing MSA operator already has in place a Traffic Signage Agreement, to liaise with the Contracting Authority to prepare draft Traffic Signs agreements for review before sharing with purchasers' solicitors for comment. • If appropriate, negotiate on behalf of the Contracting Authority and make recommendations. 	Model agreements to be drafted following agreement of model lease terms but subject to consideration as to the need and ability for new Traffic Signage Agreements to be put in place.
8	<p>Project Management;</p> <ul style="list-style-type: none"> • Host data site. • Chair project working groups and board meetings and prepare minutes and agendas. • Prepare and maintain project management documentation such as risk registers and action plans. 	Ongoing

9	<p>The Supplier is required to support the Contracting Authority in the delivery of the Exit Management Strategy, this includes but is not limited to:</p> <ul style="list-style-type: none"> • The Supplier will be required to provide the Contracting Authority with a draft Exit Plan within 4 weeks of appointment for approval. Further guidance is available within Call off Schedule 10 – Exit Management. • The purpose of the Exit Plan is to ensure that the Contracting Authority retains access to all of the legal documentation and strategic advice provided by the Supplier. • This may involve liaising with alternative professional advisors in some of the scenarios set out below. • The Contracting Authority will require access to the Suppliers legal data site for a period of 3 months from termination of the contract to download all documentation required. • It is envisaged that the Exit Plan would need to be implemented in a range of scenarios including: <ul style="list-style-type: none"> ○ Project completes as expected. ○ The Supplier’s contract is terminated for poor performance. ○ Various purchasers’ withdrawing their offer. Delays to the transaction to the point where the Contracting Authority must walk away. ○ Purchasers reduce their offer below the threshold for Contracting Authority to accept. <p>The negotiation reaches an impasse, and the Contracting Authority decides to pursue an alternative strategy.</p>	<p>Creation of draft Exit Plan for approval within 4 weeks of appointment.</p> <p>Within 2 weeks of a transfer to the Contracting Authority, or if directed, other professional advisors. (Transitional arrangements required if transactions become delayed/abortive).</p>
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8. CONTRACT MANAGEMENT

8.1 Due to the complexity of the project, the Contracting Authority will provide the Supplier with instructions at each milestone phase of the contract as set out in Section 7 (or as otherwise required to clarify the Contracting Authority's emerging requirements on the project).

8.2 Ongoing Management of Existing Instructions

8.2.1 The Supplier shall attend a Monthly Contract Review meeting to be held between the Supplier and the Contracting Authority.

8.2.2 The Monthly Contract Review meeting will be led by the contract manager to a standing agenda determined by the Contracting Authority (to be established at the Contract's inception and revised as appropriate).

8.2.3 The Monthly Contract Review meeting will revisit the scope and legal costs so that this can be refined and updated as the case progresses. For this purpose:

8.2.4 The Supplier shall update the Contracting Authority on progress against the Indicative Legal Scope Fee Estimate to include both work progress towards deliverables and fees against budget.

8.2.5 The Supplier shall additionally provide an estimate, for the Contracting Authority's minuted approval, of the work that shall be undertaken in the next month (or over a period otherwise agreed with the Contracting Authority) and the estimated fees for this work.

8.2.6 The Supplier shall, at this stage, indicate whether fees for any instruction are forecast to exceed the Lower Range.

8.2.7 Where fees are forecast to exceed the Lower Range provided the Supplier will need to justify the increase, such figure should not exceed the Higher Range. Any increase above the Lower Range will not be accepted unless approved by the Contracting Authority in the Contract Review meetings.

8.2.8 If fees are less than the Lower Range provided, the Supplier shall inform the Contracting Authority.

8.2.9 The Contracting Authority will increase the purchase order to take account of any changes at appropriate times, but it will not exceed the maximum value of the contract.

8.2.10 The Contracting Authority may, with sufficient justification, authorise payment beyond the Lower Range provided (and make administrative arrangements to facilitate such payment) - but will not authorise payments which exceed the maximum value of the Contract.

- 8.2.11 Any areas of work identified above may cease to be in scope as the project develops, and additional work may be required to support the scope which have not yet been identified
- 8.2.12 Attendance at all contract review meetings (including the Monthly Contract Review meeting) shall be at the Supplier's own expense and shall not be charged to the Contracting Authority.

8.3 New Instructions

- 8.3.1 Upon receipt of any new instructions under this contract, the Supplier must take proactive steps (in a manner and to an extent proportionate to the size and nature of the Order) to plan and agree with the Contracting Authority the Services to be provided to the Contracting Authority, clarifying and documenting:
- 8.3.1.1 the legal advice required;
 - 8.3.1.2 how the Supplier's resources will be mobilised in the timescale required by the Contracting Authority;
 - 8.3.1.3 how legal input, as well as digital tools/processes and/or project management (where applicable) will be structured to minimise costs and maximise efficiency;
 - 8.3.1.4 how work previously undertaken for the Contracting Authority can be re-used to reduce cost;
 - 8.3.1.5 A fee estimate range and a statement of any contingencies or uncertainty which is recognized in the fee estimate.
 - 8.3.1.6 the levels and names of Key Staff and lawyers who shall perform on the instructions;
 - 8.3.1.7 which of the Contracting Authority's Personnel can provide instructions and authorise additional work; and
 - 8.3.1.8 the general management of the instructions and the provision by the Supplier thereof.
- 8.3.2 Agreement may be facilitated by replication of records that meet the above requirements, with appropriate modification to reflect the specifics of the agreed instructions.

8.4 Quarterly Review

- 8.4.1 During the performance of Services, the Supplier must conduct reviews of ongoing instructions on a quarterly basis to ensure optimisation of efficiency and value for money in provision of the Services.
- 8.4.2 The Supplier must perform this review in conjunction with the Contracting Authority if requested but in any event shall (i) confirm to the Contracting Authority that any review required has, in each case, been completed; and (ii) report to the Contracting Authority on the outcome of the review.
- 8.4.3 Monthly and quarterly reviews shall be undertaken at the Supplier's own expense and shall not be charged to the Contracting Authority.

9. CONTINUOUS IMPROVEMENT

- 9.1 The Supplier will be expected to continually improve the way in which the required Services are delivered throughout the Contract duration.
- 9.2 The Supplier should present new ways of working to the Contracting Authority during Contract review meetings.
- 9.3 Changes to the way in which the Services are to be delivered must be brought to the Contracting Authority's attention and agreed prior to any changes being implemented.

10. QUALITY

- 10.1 All advice received via work package requests should be in an editable format compatible with Microsoft Office Suite.
- 10.2 All documentation or advice should receive a quality check prior to submitting to the Contracting Authority. Unless specifically approved, this quality check shall not be charged to the Contracting Authority.

11. PRICE

- 11.1 The supplier will provide an indicative legal scope fee estimate for approval which should detail:
 - 11.1.1 A fee estimate for each individual element of the scope of requirement.
 - 11.1.2 A high-level description of the tasks comprising each element.
 - 11.1.3 A breakdown of time and charge out rates.
 - 11.1.4 A range should be provided with a stated Higher and Lower Range as referenced in the contract management section.
- 11.2 Pricing will be based on the Suppliers hourly rates and must not exceed the maximum framework rates.
- 11.3 The contract will be based on an hourly rate except:
 - 11.3.1 Where the Contracting Authority identifies specific activities and wishes to call off discrete pieces of activity (in keeping with the overarching contract scope) a Statement of Work will be completed by both parties. The Contracting Authority may request capped or fixed fees for those discrete elements of the Contract which are able to be separated out as individual tasks.
 - 11.3.2 Where a capped price is specified, the capped price represents the maximum amount the Contracting Authority will incur. The Contracting Authority will only be liable to the value of the capped cost and no excess costs may be carried forward or otherwise applied to other activities.
 - 11.3.3 Where the Contracting Authority requires the Supplier to offer a fixed price for specific pieces of work, the acceptance of which will be based upon a value for money assessment carried out by the Contracting Authority, who reserves the right not to accept the fixed price and make alternative arrangements.
- 11.4 For the avoidance of doubt, all Services entered into require an executed call-off using a standard Statement of Work template where it is expected that a clear breakdown of resources, grades and estimated dates against the scope of the requirements and broken down by deliverable and totalled.
- 11.5 Payment will not be made in respect of:

- 11.5.1 Normal office overheads (e.g. hard copy reports, photocopying and postage, etc.).
 - 11.5.2 Internal supervision or checking the work of junior members of the team where duplication provides no demonstrable benefit.
 - 11.5.3 Two or more members of staff attending one meeting without the prior consent of the Contracting Authority; and
- 11.6 Travel and subsistence.
- 11.6.1 Travel and subsistence costs are to be itemised and submitted as expenses and are to be in accordance with Department for Transport Travel and Subsistence rates. The supplier cannot claim for travel and subsistence costs within the M25.

12. STAFF AND CUSTOMER SERVICE

- 12.1 The Supplier shall provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver a quality service.
- 12.2 All Supplier personnel assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract to the required standard.
- 12.3 The Supplier shall ensure that staff understand the Contracting Authority's vision and objectives and will provide excellent customer service to the Contracting Authority throughout the duration of the Contract.
- 12.4 Any changes of resource will require a like-for-like replacement with Supplier personnel who have appropriate and similar skills and experience to the existing resource
- 12.5 Any changes to resource will require a submission of a CV and must be agreed by the Contracting Authority.

13. SERVICE LEVELS AND PERFORMANCE

- 13.1 The Contracting Authority will monitor the Supplier's performance through monthly meetings and as required when requesting advice. Meetings may be held via video conference or in-person. The format of the meetings shall be agreed between the Supplier and the Contracting Authority. Ad hoc meetings can be arranged to discuss any issues which arise.
- 13.2 The Contracting Authority will monitor the performance of the supplier and report any corrective action needed. Failure to correct actions may lead to the Contracting Authority deeming that milestones have not been met and will require the Supplier to produce a Rectification Plan under the process outlined in 10.3 of the RM6179 Core Terms.
- 13.3 Any variations from the agreed procedures and timeline, including deliverables, for the project shall be notified and agreed between the Contract Manager for the Contracting Authority and the Supplier.

13.4 At the end of the contract, the Contracting Authority requires the Supplier to provide a final report and a close out meeting highlighting the outcome of the report and its recommendations.

14.5 Key Performance Indicators/Service Level Agreements

14.5.1 The Contracting Authority will measure supplier performance according to the following metrics:

- Above Expectation
- At (meeting) Expectation
- Below Expectation

14.5.2 At (meeting) Expectation will be treated as the baseline and performance will only be scored Above Expectation or Below Expectation by exception.

14.5.3 Supplier performance against these metrics will be reviewed at the monthly contract review meetings.

KPI/SLA	Service Area	KPI/SLA description	Target
1	Delivery	<p>Overall Project Deliverables:</p> <p>How satisfied is the Contracting Authority with the delivery of the services from the Supplier?</p> <p>Have all the deliverables been met in accordance with the requirements and expectations on quality?</p> <p>Has the Supplier provided sufficient assurance to their deliverables?</p>	At Expectation
2	Staff	<p>How satisfied is the Contracting Authority that the Supplier’s staff appointed to the project are competent and suitably qualified to perform the work required of them by the project?</p> <p>Do the staff communicate effectively, attend regular meetings / conference calls and follow-up accordingly, as required by the project?</p> <p>Are the staff’s deliverables consistent with the required reporting /</p>	At Expectation

		evaluations expected by the Contracting Authority team?	
3	Mobilisation and Delivery to Programme/Project Delivery	<p>Has the Supplier mobilised in a manner consistent with the Contracting Authority's expectations?</p> <p>How satisfied is the Contracting Authority with the programme management by the Supplier?</p> <p>Has the Supplier suitably managed project deliverables in a timely manner? If not, has the Contracting Authority provided suitable notice of any possible delays to the programme and/or identified suitable corrective action and acted accordingly?</p> <p>Is the Contracting Authority satisfied that the overall programme is under control?</p> <p>Has the Supplier passed onto the Contracting Authority as part of the exit process all information required for future use, therefore, enabling the project to be closed off with no outstanding dependencies.</p>	At Expectation
4	Budget Management	<p>The Contracting Authority is responsible for the internal reporting on project costs, which is supported by regular Supplier updates on billing and forecasts.</p> <p>How satisfied is the Contracting Authority with the Supplier's billing processes and forecast updates?</p> <p>Is the Contracting Authority satisfied that it clears Departmental Goods Received Notices (GRNs)s and the Contracting Authority duly pays the approved invoices?</p>	At Expectation

14. SECURITY AND CONFIDENTIALITY REQUIREMENTS

14.1 The Supplier will hold and process data that is marked as OFFICIAL

SENSITIVE (COMMERCIAL) in compliance with the mandatory requirements set out in HMG Security Policy Framework and Government Security Classifications guidance.

- 14.2 The Supplier will be required to comply with all applicable requirements of the Data Protection Legislation including the General Data Protection Regulation (EU) 2016/679 (“GDPR”), the Law Enforcement Directive (Directive (EU) 2016/680), and all Applicable Law about the processing of Personal Data and privacy.

- 15.** Delivery of this contract may require the Supplier to process Personal Data (as defined in the GDPR) on behalf of the Contracting Authority.

PAYMENT AND INVOICING

- 15.1 Payment can only be made following satisfactory delivery of pre-agreed deliverables.
- 15.2 Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.
- 15.3 Invoices should be submitted to and should clearly state the Purchase Order number:

***Unity Business Services,
5 Sandringham Park,
Swansea Vale,
Swansea
SA7 0EA.***

Or via email to SSa.invoice@Ubusinessservices.co.uk.

16. TERMINATION AND EXIT MANAGEMENT

- 16.1 There is no certainty that the freehold transactions will complete. Although it is not possible to anticipate all permutations, two main scenarios are envisaged.
- 16.2 The operators and other potential purchasers in the market don't make an acceptable offer. In this instance, the Contracting Authority will terminate the contract with immediate effect. A handover of all documentation and due diligence will be required to the Contracting Authority (or, at the Contracting Authority's request, to any other parties acting under the Contracting Authority's instruction on this or related matters).
- 16.3 The potential purchasers seek to renegotiate/progress is slow, and it is not known whether a successful outcome can be achieved. In this instance, the Supplier shall share (upon the Contracting Authority's request) any documentation requested by the Contracting Authority with

other parties acting under the Contracting Authority's instruction. In this case, there could be different legal advisors acting on behalf of the same properties for different purposes/transactions.

17. SOCIAL VALUE

- 17.1 The Supplier shall, throughout this Call-Off Contract, support the key social value policy outcomes for Framework RM6179, in line with Procurement Policy Note 06/20. These are:
- 17.1.1 Effective stewardship of the environment;
 - 17.1.2 Tackling workforce inequality and improve diversity; and
 - 17.1.3 Improving health and wellbeing.
 - 17.1.4 In support of these policy outcomes the Supplier shall use all reasonable endeavours in the provision of services under this Call-Off Contract to:
 - 17.1.5 Progress its current and proposed Social Value activities with respect to tackling workforce inequality and improving diversity, and improving health and wellbeing;
 - 17.1.6 Achieve the Gender Balance Improvements;
 - 17.1.7 Achieve the Under-Represented Groups Improvements;
 - 17.1.8 Comply with the Mental Health Standards; and
 - 17.1.9 Meet the Climate Change Standards.

18. LOCATION

- 18.1 The Supplier will be expected to carry out the majority of work at their own office but where, from time to time and in respect of specific tasks, co-location is considered to be appropriate, the Supplier may be required to work at an agreed location.
- 18.2 The offices of the Contracting Authority during the Contract term are expected to be:

Department for Transport, Great Minster House, 33 Horseferry Road, London, SW1P 4DP.

Annex A – High Level Principles for Internal / External Lawyer Interface

1. To guide and inform the working relationship between the authority's internal lawyers (gld) and external lawyers (the supplier).
2. It is recognised that the balance of responsibilities as between external lawyers and internal lawyers may vary from matter to matter and that the degree of involvement of the internal lawyers in a matter where external lawyers have been appointed may also vary. However, the principles which are set out below in relation to identification and handling of risk will apply in all cases, from the date agreed between the authority and the external lawyers for this purpose.
3. It is also recognised that in most matters there will be a variety of relationships, including direct engagement between the client (the authority's project team) and the external lawyer as well as between the client and the internal lawyer and between the internal lawyer and external lawyer. Information gleaned in any of these contexts may need to be passed on additionally to the client, internal lawyer, or external lawyer as appropriate. In particular, any substantive information or advice given by the external lawyer must be in writing and must be sent to both the client and the internal lawyer.
4. The principles below must be read together with the external lawyers' agreed scope of service. They are as follows:
5. The relationship between internal and external lawyers always has to be based upon clear communication and swift and effective escalation of issues in line with these principles.
6. It is acknowledged that lawyers (internal and external) are only able to advise on matters of which they have actual knowledge. However, if the lawyer has a concern in relation to a matter but insufficient information to know whether the matter creates a significant legal issue, the lawyer should seek extra information to establish the position. It is expected that the external lawyers will apply any acquired knowledge of the industry or market which is relevant to the issues on which they are advising, subject to any confidentiality constraints.
7. For each matter, the responsible internal lawyer (and their deputy director) will be identified to the external lawyers along with a description of matters (if any) on which the internal lawyer is taking responsibility for advising. This will be made clear at the time of appointment.
8. The external lawyers should notify the internal lawyer about any issues of procurement law, public or administrative law, state aid, particular issues which require an interface with the European Commission, data protection, human rights and freedom of information, or issues which could lead to allegations of negligence or some other tort against the Secretary of State, a Minister, the Department, or its officials. The external lawyers should agree with the relevant

deputy director how such issue(s) will be progressed. It is likely that the internal lawyers will be in the lead in dealing with them.

9. If the external lawyers have concerns in relation to any legal issue related to the matters on which the external lawyers are advising, the external lawyers must notify the appointed internal lawyer in writing as soon as reasonably practicable. In this context, concern about a legal issue means a concern that the secretary of state, a minister, the department, or its officials is/are or will be at particular risk of acting unlawfully or in breach of obligation, or otherwise is/are or will be taking an unusual legal risk in the context of a transaction or matter of that sort. The internal lawyer and relevant deputy director must be told what the issue is and why it is a concern and be the recipient of or copied in on any written advice given on the issue. Oral advice will need to be put in writing for this purpose. If it is apparent to the external lawyers that the issue is very serious or urgent, or where the deputy director is not available, advice must be copied to the legal director or deputy legal director, or those individuals must be orally notified of the issue, in either case as soon as reasonably practicable.
10. Where relevant to the external lawyers' instructions, and subject to the agreement of the clients, it is expected that the relevant representatives of the external lawyers will be present at any investment and portfolio delivery committee (or equivalent) in order to be able to provide legal advice at first hand.
11. Irrespective of their scope of work, external lawyers may be required to provide a report on the legal risks arising on any matter and, if so, how those risks have been mitigated. In some cases, the department will require a written note of advice from external lawyers confirming that the decision or action the department proposes to take is lawful. External lawyers will be expected to work with internal lawyers and clients in order to be able to provide such a note. Alternatively, if external lawyers conclude that such a note cannot be provided, they will be expected to work with internal lawyers and clients with a view to resolving the issues in question to the satisfaction of the department.
12. The legal director or deputy legal director (as appropriate, or a nominated substitute) may require regular meetings with the relationship partner (or equivalent senior representative of the external lawyers) to discuss any issues and concerns.
13. Executive agencies of a department which are not separately constituted bodies may be involved in matters to which these arrangements apply. In those cases, the teams in the agencies dealing with the relevant matter(s) will need to be made aware of the existence of these arrangements by the department. Where the external lawyers operate on the basis of a framework or call off arrangement with an agency, the internal lawyer, or deputy director (as appropriate) may also require regular meetings with the external lawyers to discuss any issues and concerns. Again, meetings should be on a quarterly basis.

14. It is not anticipated that these arrangements will apply in respect of separately constituted bodies.