

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

## Order Form

CALL-OFF REFERENCE: CPD4124049 – Legal Services to Support Covid 19 Inquiry (DLUHC)

THE BUYER: Department for Levelling Up, Housing and Communities (DLUHC)

BUYER ADDRESS **REDACTED**

THE SUPPLIER: Sharpe Pritchard

SUPPLIER ADDRESS: **REDACTED**

REGISTRATION NUMBER: OC378650

### APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 04 October 2022 .

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** 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 5 (Corporate Social responsibility)
    - Joint Schedule 10 (Rectification Plan)

- Joint Schedule 11 (Processing Data)
- Call-Off Schedules for **RM6179**
  - 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 7 (Key Supplier Staff)
  - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
  - Call-Off Schedule 9 (Security)
  - Call-Off Schedule 10 (Exit Management)
  - Call-Off Schedule 20 (Call-Off Specification)
  - Call-Off Schedule 24 (Legal Services Special Schedule)
  - Call-Off Schedule 25 (Secondment Agreement Template)
- 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:

### Special Term 1

The Supplier has numerous clients that rely upon it for general representation. The Supplier advises clients in matters arising under the laws of: one or more of the constituent parts of the United Kingdom, the European Union, a Member State of the European Union, the WTO, other international trade and/or investment agreements, or public international law generally. As a result, without advance conflicts waivers from Supplier clients, conflicts of interest could arise that could deprive either the Buyer or other Supplier clients of the right to select the Supplier as counsel.

In light of the foregoing, other current or future clients of the Supplier including those identified in the preceding paragraph (collectively, the “Other Clients”) may ask the Supplier to represent them in matters (including litigation) that are adverse to the Buyer but that are not substantially related to the Supplier’s representation of the Buyer. If the Supplier is not representing the Buyer in such a matter, and the matter in which the Buyer and the Other Client have adverse interests is not substantially related to our current or past representation of the Buyer, then:

1. the Buyer agrees that the Supplier may represent such Other Client to the extent and provided that the Supplier is and remains not substantially related to the Supplier’s representation of the Buyer;

2. the Buyer waives any conflict of interest arising from such representation;  
and
3. the Buyer agrees that it will not seek to disqualify or otherwise prevent the Supplier from representing such Other Client,

provided that any Confidential Information and Personal Data held by lawyers of the Supplier that assisted the Buyer in this matter is kept confidential, in the case of Confidential Information, and Processed, in the case of Personal Data, in accordance with Clauses 14 and 15 of the Core Terms, respectively.

The Buyer acknowledges that it has had an opportunity to consult with other counsel (in-house or otherwise) before agreeing to this waiver.

#### Special Term 2 –

Should the Buyer require additional security to apply to any Services or Deliverables beyond that set out in para 2.1 of either Part A or Part B of Call off Schedule 9 (Security), this shall be agreed at that time in writing between the Parties.

#### Special Term 3 - Non Solicitation

#### ***See Annex 1 to this Order Form***

CALL-OFF START DATE: **10 Oct 2022**

CALL-OFF EXPIRY DATE: **10 Oct 2024**

CALL-OFF INITIAL PERIOD: The Contract will be for an initial two (2) Years.

CALL-OFF OPTIONAL EXTENSION PERIOD: Three (3) x One (1) Year Exercisable Extensional Options.

CALL-OFF Value: Contract Value is determined via individual Tasking Forms.

The Authority does not guarantee the Supplier any exclusivity, quantity, or value of work under this Contract. Services called off this Contract are subject to Financial Approval.

#### **WORKING DAY**

Any day other than a Saturday or Sunday or Public Holiday in England and Wales unless otherwise requested by the Buyer and agreed in advance.

## 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).

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



Call-Off Schedule 20  
Specification\_Final 230

## MANAGEMENT OF CONFLICT OF INTEREST

In the event that a conflict arises through the course of the provision of the Services which the Buyer agrees in writing that the conflict can be managed to their satisfaction, Call Off Special Term 1 will apply, and any particular arrangements or mitigating steps shall be agreed in writing with the Buyers Authorised Representative.

## CONFIDENTIALITY

See Call Off Schedule 26 (Non Disclosure Agreement template)

IPR

N/A

## 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.

## CALL-OFF CHARGES – Schedule 5 (Pricing Details)

### Hourly Rates

Grade	Hourly Rate
Partner	REDACTED
Legal Director	REDACTED
Senior Associate (6+)	REDACTED
Associate (3-5)	REDACTED
Solicitor (NQ - 2)	REDACTED
Legal Exec, Trainee, Paralegal	REDACTED

The Charges will not be impacted by any change to the Framework Prices

#### 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

Any disbursements must be agreed in advance by the Buyers Contract Manager. For the avoidance of doubt, if the Buyers contract Manager agrees that the Suppliers shall instruct Counsel, the Supplier shall instruct Panel Counsel at Panel Counsel rates.

#### ADDITIONAL TRAINING CHARGE

None

#### SECONDMENT CHARGE

**This will be agreed in the event that a secondment is requested.**

#### PAYMENT METHOD

Purchase Order

#### BUYER'S INVOICING ADDRESS:

CP2P Team

DLUHC

4th Floor

High Trees

Hillfield Road

Hemel Hempstead

HP2 4XN

Email address: [CLGInvoices@levellingup.gov.uk](mailto:CLGInvoices@levellingup.gov.uk)

#### BUYER'S AUTHORISED REPRESENTATIVE

**REDACTED**

#### BUYER'S ENVIRONMENTAL POLICY

**Available on request**

#### BUYER'S SECURITY POLICY

Framework Ref: RM6179

Project Version: v1.0

Model Version: v3.7

**Available on request**

BUYER'S ICT POLICY

**Available on request**

SUPPLIER'S AUTHORISED REPRESENTATIVE

**REDACTED**

SUPPLIER'S CONTRACT MANAGER

**REDACTED**

PROGRESS REPORT

See Call-Off Schedule 20

PROGRESS REPORT FREQUENCY

**As requested by the Buyers Authorised Representative, but no less frequent than monthly.**

PROGRESS MEETINGS AND PROGRESS MEETING FREQUENCY

**As requested by the Buyers Authorised Representative, but no less frequent than monthly.**

**KEY STAFF**

Grade	Name	Email Address
<b>REDACTED</b>	<b>REDACTED</b>	<b>REDACTED</b>
<b>REDACTED</b>	<b>REDACTED</b>	<b>REDACTED</b>
<b>REDACTED</b>	<b>REDACTED</b>	<b>REDACTED</b>
<b>REDACTED</b>	<b>REDACTED</b>	<b>REDACTED</b>
<b>REDACTED</b>	<b>REDACTED</b>	<b>REDACTED</b>

Address for all key staff is Elm Yard, 13- 16 Elm Street, London, WC1X 0BJ

KEY SUBCONTRACTOR(S)

**Not Applicable**

COMMERCIALLY SENSITIVE INFORMATION

Not Applicable

SERVICE CREDITS

## Not Applicable

### ADDITIONAL INSURANCES

Lot 1 Suppliers are required to have £10m Professional Indemnity Insurance under Joint Schedule 3

### GUARANTEE

Not Applicable

### 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 the Supplier:		For and on behalf of the Buyer:	
Signature:	REDACTED	Signature:	REDACTED
Name:	REDACTED	Name:	REDACTED
Role:	REDACTED	Role:	REDACTED
Date:	7/10/22	Date:	12 <sup>th</sup> October 2022