

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

## Order Form

CALL-OFF REFERENCE: **65634**

THE BUYER: The Secretary of State for Environment, Food and Rural Affairs (Defra)

BUYER ADDRESS Seacole Building, 2 Marsham Street, London, SW1P 4DF

THE SUPPLIER: Crawford & Company Adjusters (UK) Limited

SUPPLIER ADDRESS: The Hallmark Building, 106 Fenchurch Street, London, EC3M 5JE

REGISTRATION NUMBER: 2908444

DUNS NUMBER:

SID4GOV ID:

### APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 22<sup>nd</sup> September 2022.

It's issued under the Framework Contract with the reference number RM6020 Insurance Services 3 for the provision of Loss Adjuster Services.

CALL-OFF LOT(S):  
Lot 2.

### 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) **RM6020**.

3. The following Schedules in equal order of precedence:

- Joint Schedules for **RM6020 – available from appointed supplier**
    - Joint Schedule 2 (Variation Form)
    - Joint Schedule 3 (Insurance Requirements)
  - Call-Off Schedules for **RM6020**
    - 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 20 (Call-Off Specification)
4. CCS Core Terms (version 3.0.7)
5. Joint Schedule 5 (Corporate Social Responsibility) **RM6020** – available from appointed supplier.

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:  
None.

CALL-OFF START DATE: **1<sup>st</sup> October 2022.**

CALL-OFF EXPIRY DATE: **30<sup>th</sup> September 2024**

CALL-OFF INITIAL PERIOD: **2 years +1 year +4 months**

#### CALL-OFF DELIVERABLES

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

#### MAXIMUM LIABILITY

The supplier shall take out and maintain with a reputable insurance company a policy or policies of insurance providing cover of not less than:

(a) five million pounds sterling (£5,000,000) in respect of any one claim and in the aggregate per annum to indemnify the insured in respect of all sums which the insured shall become legally liable to pay as damages, in respect of the accidental death or bodily injury to or sickness, illness or disease contracted by any person arising out of or in connection with the provision of the Services;

(b) five million pounds sterling (£5,000,000) in respect of any one claim and in the aggregate per annum to indemnify the insured in respect of all sums which the insured shall become legally liable to pay as damages, in respect of accidental loss of or damage to property arising out of or in connection with the provision of the Services;

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(c) twenty million pounds sterling (£20,000,000) in respect of any one claim and in the aggregate per annum to indemnify the insured in respect of all sums which the insured shall become legally liable to pay as a result of claims first made against the insured during the period of insurance by reason of any negligent act, error and/or omission arising from or in connection with the provision of the Services;

(d) five million pounds sterling (£5,000,000) in respect of employers' liability insurance or such higher limit as required by law from time to time.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is **up to £25,000.**

### CALL-OFF CHARGES

See details in Call-Off Schedule 5 (Pricing Details)

### REIMBURSABLE EXPENSES

As stated in the pricing schedule

### PAYMENT METHOD

Invoicing for the services will be monthly in arrears (up to the end of the last full working week before the end of the month). Any KPI deductions will be shown as a separate line on the invoices supplied.

### BUYER'S INVOICE ADDRESS:

[REDACTED]

### BUYER'S AUTHORISED REPRESENTATIVE:

[REDACTED]

Project Governance, Management and Assurance, Thames Tideway Tunnel Team

[REDACTED]

Defra, Seacole Block, 2 Marsham Street, London, SW1P 4DF

### SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

President

The Hallmark Building, 106 Fenchurch Street, London, United Kingdom, EC3M 5JE

### SUPPLIER'S CONTRACT MANAGER

[REDACTED]

Technical Director

[REDACTED]

90 St Vincent Street, Glasgow, G2 5UB

### PROGRESS REPORT FREQUENCY

As detailed in the specification.

### PROGRESS MEETING FREQUENCY

Framework Ref: RM6020 – Insurance and Related Services 3

Project Version: v1.0

Model Version: v3.5

As detailed in the specification.

**KEY STAFF**

Not applicable

**KEY SUBCONTRACTOR(S)**

Not applicable

**COMMERCIALLY SENSITIVE INFORMATION**

Not applicable

**SERVICE CREDITS**

Not applicable

**ADDITIONAL INSURANCES**

As under maximum liability.

**GUARANTEE**

Not applicable

**SOCIAL VALUE COMMITMENT**

Not applicable

Execution of the Contract is carried out in accordance with EU Directive 99/93 (Community framework for electronic signatures) and the Electronic Communications Act 2000. The Contract is formed on the date on which both Parties communicate acceptance of its terms on the Authority's electronic contract management system ("Bravo").

# Call-Off Schedule 5 (Pricing Details)

All pricing in this Schedule is net of VAT.

## Hourly Rates

This Contract will be charged on an hourly rates basis. The following hourly rates shall apply:

Table 1

Staff Category	Hourly Rate
Director BAU	
Principal Consultant BAU	
Consultant/Adjuster BAU	
Administration/Project Support BAU	
Director Ramp Up	
Principal Consultant Ramp Up	
Senior Consultant Ramp Up	
Administration/Project Support Ramp Up	

The rates above do not include expenses, which shall be charged in addition in line with the Travel and Expenses Policy comprising Schedule 7. The Contractor will be required to produce timesheets weekly, to be submitted within 3 Working Days after the end of the week, for approval by the Authority, detailing:

- (a) work completed by task;
- (b) hours charged, together with the name of the fee earner who has carried out the task and their hourly rate; and
- (c) recoverable expenses and approved disbursements.

## Claims Handling – Surge Event

Two pricing alternatives are available to the Authority in respect of fee scales in the event of a large volume of claims (surge). The Authority will consult with the Contractor and choose its preferred pricing option as the need arises.

The rates below are net of exceptional disbursements, e.g. specialist sub-contractors, to be agreed between the Parties on a case by case basis.

### 1) Hourly Rates

An hourly rate of [redacted] for claims with a gross settlement value up to [redacted] with a maximum fee 'cap' of [redacted] per claim. Claims with a value above [redacted] and the 'cap' of [redacted] would be as per the rates included in Table 1 above.

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### 2) Banded Rates

Table 2

Claims Value <sup>*based on</sup> gross settlement value	Desk Top Claims	Claims with Site Visit
£0 - £4,999		
£5,000 - £9,999		
£10,000 - £24,999		
£25,000 - £49,999		

The above will be capped to 16 hours. Where the time spent on handling claims exceeds 16 hours, the rates will be as per the hourly rates in Table 2 above.

Desk Top Claims apply to simple/straightforward claims, where it is anticipated that there would be no need for a loss adjuster to visit site and the claim can be dealt with, in its entirety, in writing and/or verbally. Larger or more complex claims where a site visit(s) would be required are priced in the right hand side column in Table 2 above.

Administrative charges are included within the rates above. No additional charges shall be made for administration or support staff for the processing of paperwork/claim/authorship of adjusting reports etc.

All of the rates above will apply to both CAR and TPL losses.

### Knowledge Transfer

The Contractor shall charge for any knowledge transfer activity based on the hourly rates table detailed above.

### Invoicing

Invoicing for the services will be monthly in arrears (up to the end of the last full working week before the end of the month). Any KPI deductions will be shown as a separate line on the invoices supplied.

The Contractor is able to operate on a delegated authority basis and can maintain an escrow account on behalf of the Authority to facilitate the efficient payment of claims at no additional cost to the Contract rates.