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

**Order Form**

CALL-OFF REFERENCE: 703610450

THE BUYER: Ministry of Defence - DIO

BUYER ADDRESS DMS Whittington, Lichfield, Staffs, WS14 9PY

THE SUPPLIER: Burges Salmon

SUPPLIER ADDRESS:1 Glass Wharf, Bristol, BS2 0ZX

REGISTRATION NUMBER: OC307212

DUNS NUMBER: 738152433

SID4GOV ID: N/A

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 05/04/2022.

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 10 (Rectification Plan)
  + Joint Schedule 11 (Processing Data)

* Call-Off Schedules for 703610450
  + Call-Off Schedule 1 (Transparency Reports)
  + Call-Off Schedule 2 (Staff Transfer)
  + Call-Off Schedule 3 (Continuous Improvement)
  + Call-Off Schedule 24 (Special Schedule)

1. CCS Core Terms (version 3.0.11)
2. 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: none

CALL-OFF START DATE: 06/04/2022

CALL-OFF EXPIRY DATE: On completion of the Deliverables

CALL-OFF INITIAL PERIOD: 4 Months

WORKING DAY: 7.24 hours

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).

Option A: Completion of the lease

MANAGEMENT OF CONFLICT OF INTEREST

CONFIDENTIALITY

IPR

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.

For the purposes of Clause 11.2 of the Core Terms (as amended by the Framework Special Terms), the Supplier's liability for any damages, costs, claims, expenses, interest or other liability arising out of the performance or non-performance by the Supplier (or by any person for whom the Supplier may be liable vicariously) of its obligations under this Call-Off Contract (whether by virtue of negligence or otherwise) shall be limited to [£3 million] per claim. When considering what may be regarded as one claim for the purposes of this limit of liability all claims against the Supplier arising from one act or omission, one series of related acts or omissions, the same act or omission in a series of related matters or transactions, similar acts or omissions in a series of related matters or transactions and all claims against the Supplier arising from one matter or transaction will be regarded as one claim.]

CALL-OFF CHARGES

Time and materials based on the Supplier’s rates set out in the RM6179 Legal Services Rate Card.

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

SECONDMENT CHARGE

PAYMENT METHOD

CP&F

BUYER’S INVOICING ADDRESS:

Via CP&F

BUYER’S AUTHORISED REPRESENTATIVE

REDACTED

BUYER’S ENVIRONMENTAL POLICY

https://www.gov.uk/government/publications/jsp-418-mod-corporate-environmental-protection-manual

BUYER’S SECURITY POLICY

https://www.gov.uk/government/publications/security-policy-framework

BUYER’S ICT POLICY

N/A

SUPPLIER’S AUTHORISED REPRESENTATIVE

REDACTED

SUPPLIER’S CONTRACT MANAGER

REDACTED

PROGRESS REPORT N/A

PROGRESS REPORT FREQUENCY N/A

PROGRESS MEETINGS AND PROGRESS MEETING FREQUENCY N/A

KEY STAFF

Not Applicable

KEY SUBCONTRACTOR(S)

Not Applicable

COMMERCIALLY SENSITIVE INFORMATION

Not Applicable

SERVICE CREDITS

Not applicable

A Critical Service Level Failure is: Failure to deliver requirements.

ADDITIONAL INSURANCES

Not Applicable

GUARANTEE

Not Applicable

SOCIAL VALUE COMMITMENT

Not Applicable

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