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

**Order Form**

CALL-OFF REFERENCE: 704936450

THE BUYER: DIO Ministry of Defence

BUYER ADDRESS Building A1, MOD Donnington, Telford TF2 8JT

THE SUPPLIER: Burges Salmon LLP

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

REGISTRATION NUMBER:07556770

DUNS NUMBER: 738152433

SID4GOV ID:n/k

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 1 December 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 **704936450**
	+ 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: On signature of both parties

CALL-OFF EXPIRY DATE: On completion of the Deliverables

CALL-OFF INITIAL PERIOD: 6 months

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).

Deliverables:

Legal assistance is required to obtain a court order to remove a trespasser

MANAGEMENT OF CONFLICT OF INTEREST

None

CONFIDENTIALITY

N/A

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.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is

Maximum £6,950 Ex VAT. (Framework Rates ex Disbursements)

CALL-OFF CHARGES

Rates:

**Partner** - £315/hour

**Associate** - £260/hour

**Solicitor** - £210/hour

Based on these fee rates, the estimate fees for the above work: **£6950 plus VAT** **(Supplier is not to exceed this amount without prior written approval of the Authority, with the exception of Disbursements to an overall Value of £9,000)**

WORKING DAY

7 hours 24 minutes per day

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

Payable up to a Value that when added to Burgess Salmon LLP Framework Rates shall not exceed a limit of £9,000.

ADDITIONAL TRAINING CHARGE

None

SECONDMENT CHARGE

None

PAYMENT METHOD

Via CP&F in accordance with DEFCON 522

BUYER’S INVOICING ADDRESS:

Email to:

Shaun.Carter565@mod.gov.uk

Lisa.Payne691@mod.gov.uk

BUYER’S AUTHORISED REPRESENTATIVE

Commercial Officer, DIO Enabling Services

65 Brown Street

Glasgow, G2 8EX

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

[Insert name]

[Insert role]

[Insert email address]

[Insert address]

SUPPLIER’S CONTRACT MANAGER

[Insert name]

[Insert role]

[Insert email address]

[Insert address]

PROGRESS REPORT

TBC

PROGRESS REPORT FREQUENCY

TBC

PROGRESS MEETINGS AND PROGRESS MEETING FREQUENCY

TBC

KEY STAFF

TBC

KEY SUBCONTRACTOR(S)

[Not Applicable]

COMMERCIALLY SENSITIVE INFORMATION

[Not Applicable]

SERVICE CREDITS

[Not Applicable]

ADDITIONAL INSURANCES

[Not Applicable]

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: |  | Signature: |  |
| Name: |  | Name: |  |
| Role: |  | Role: |  |
| Date: |  | Date: |  |