

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

### Order Form

CALL-OFF REFERENCE:	con_4193
THE BUYER:	<b>Department for Business and Trade</b>
BUYER ADDRESS	Old Admiralty Building, London, SW1A 2DY
THE SUPPLIER:	Slaughter and May
SUPPLIER ADDRESS:	1 Bunhill Row, London EC1Y 8YY
REGISTRATION NUMBER:	55388 (SRA number)
DUNS NUMBER:	288548605

#### APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 2<sup>nd</sup> June 2023.

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 2 – Finance and Complex Legal 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 **con\_4193**
    - Call-Off Schedule 1 (Transparency Reports)
    - Call-Off Schedule 2 (Staff Transfer)
    - Call-Off Schedule 3 (Continuous Improvement)
    - Call-Off Schedule 24 (Special Schedule)
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:

In the event any of the Special Terms listed below conflict with any other term within this Call-Off Contract, the Special Terms listed below will prevail.

1. [REDACTED]

[REDACTED]

[REDACTED]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

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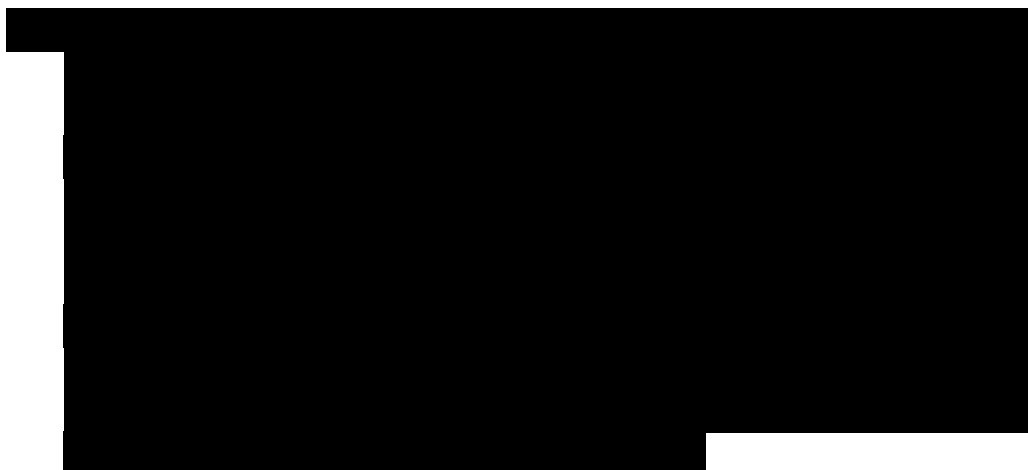
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CALL-OFF START DATE: **5 June 2023**

CALL-OFF EXPIRY DATE: 4 September 2023

CALL-OFF INITIAL PERIOD: **3 months**

CALL-OFF OPTIONAL EXTENSION PERIOD 1 Month

WORKING DAY

Monday-Friday, 9am-5pm

#### CALL-OFF DELIVERABLES

Provide the Department for Business and Trade with written legal advice in relation to two large loss claims submitted for payment under the Trade Credit Re-insurance Scheme.

The first claim relates to the correct interpretation of Hire Purchase agreements. Specifically

- 1, An opinion as to the correct interpretation of the contractual payment term of the subject HP Agreements in accordance with the scheme.
- 2, Whether the original contractual payment terms can be considered modified upon termination of the HP Agreements.

The second claim concerns advice regarding the eligibility under the scheme guidance of pre-shipment costs incurred prior to the buyer becoming insolvent.

If required Slaughter And May, may also be asked by DBT to provide legal advice in relation to a third large loss claim.

#### MANAGEMENT OF CONFLICT OF INTEREST

As set out in Clause 32 of the Core Terms, as amended by the Framework Special Terms.

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### CONFIDENTIALITY

As set out in Clause 15 of the Core Terms.

### IPR

As set out in Clause 9 of the Core Terms, as amended by Call off Schedule 24 (Special Schedule).

### MAXIMUM LIABILITY

As set out in Special Term 1, Liability Cap, above.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is **£50,000 excluding VAT.**

### CALL-OFF CHARGES

- Time and Materials, total value capped at £50,000 excluding VAT. Below rates are per hour:
- Partner- [REDACTED]
- Legal Director/ Counsel (or equivalent)- [REDACTED]
- Senior Solicitor (6+ years)- [REDACTED]
- Solicitor (3-5 yrs)- [REDACTED]
- Junior Solicitor (0-3yrs)- [REDACTED]
- Trainee- [REDACTED]
- Paralegal- [REDACTED]
- Legal Project Manager- [REDACTED]

### 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

Not applicable

### DISBURSEMENTS

To be agreed and approved in writing by the Buyer.

### ADDITIONAL TRAINING CHARGE

Not Applicable

### SECONDMENT CHARGE

**Not Applicable**

### PAYMENT METHOD

Framework Ref: RM6179

Project Version: v1.0

Model Version: v3.7

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Payment by BACS following receipt of a correct and valid invoice, paid monthly, 30 days in arrears.

**BUYER'S INVOICING ADDRESS:**

[REDACTED]

Head of Finance and Governance

[REDACTED]

The Department for Business and Trade 1<sup>st</sup> Floor Fleethams House Darlington  
Economic Campus, Darlington, DL1 5AD.

**BUYER'S AUTHORISED REPRESENTATIVE**

[REDACTED]

Head of New Operational Delivery and New Scheme Development

[REDACTED]

The Department of Business and Trade, 23 Stephenson Street, Birmingham,

**BUYER'S ENVIRONMENTAL POLICY**

**Available upon request**

**BUYER'S SECURITY POLICY**

**available upon request**

**BUYER'S ICT POLICY**

**Available upon request**

**SUPPLIER'S AUTHORISED REPRESENTATIVE**

[REDACTED]

[REDACTED]

**SUPPLIER'S CONTRACT MANAGER**

[REDACTED]

Senior Legal Project Manager

[REDACTED]

[REDACTED]

Legal Project Manager

[REDACTED]

**PROGRESS REPORT**

Not applicable.

**PROGRESS REPORT FREQUENCY**

**Not applicable**

**PROGRESS MEETINGS AND PROGRESS MEETING FREQUENCY**



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**To be discussed with the Buyer following contract award**

**KEY STAFF**



The Supplier also agrees not to change any Key Staff without prior written approval from the Buyer. The Supplier shall consult with the Buyer before changing any non-key staff.

**KEY SUBCONTRACTOR(S)**

Not Applicable

**COMMERCIALLY SENSITIVE INFORMATION**

Supplier's Commercially Sensitive Information

**SERVICE CREDITS**

Not applicable

**ADDITIONAL INSURANCES**


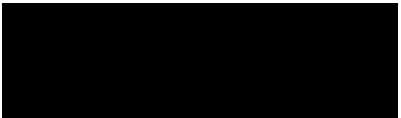


Not applicable

**GUARANTEE**

Not applicable

**SOCIAL VALUE COMMITMENT**

Not applicable

<b>For and on behalf of the Supplier:</b>		<b>For and on behalf of the Buyer:</b>	
Signature:		Signature:	
Name:		Name:	
Role:	Partner	Role:	Head of Commercial Management
Date:	28 June 2023	Date:	6/30/2023