

FRAMEWORK SCHEDULE 5: ORDER AND CALL-OFF TERMS

Part 1

Pro Forma Order

Date	13/11/20	Order Reference	ecm_59655
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FROM:

Contracting Body	Environment Agency "Customer"
Contracting Body's Address	Horizon House, Deanery Road, Bristol BS1 5AH
Invoice Address	SSCL (Environment Agency), PO Box 797, Newport, Gwent, NP10 8FZ APinvoices-ENV-U@gov.sscl.com
Principal Contact	Name: [REDACTED] Address: As above Phone: [REDACTED] e-mail: [REDACTED] Fax: [REDACTED]

TO:

Supplier	Lexix Nexis "Supplier"
Supplier's Address	Lexis House, 30 Farringdon Street, London, EC4A 4HH
Account Manager	Name: [REDACTED] Address: As above Phone: [REDACTED] e-mail: [REDACTED] Fax: [REDACTED]

1. GENERAL

- 1.1** This Order is entered into pursuant to the Framework Agreement.
- 1.2** This Order incorporates the Call-Off Terms (as amended herein) and constitutes a separate contract between the parties set out above.
- 1.3** In this Order (except where the context otherwise requires), words and phrases shall have the meaning set out in the Framework Agreement and this Call-Off Agreement or as otherwise defined in this Order.

2. TERM

2.1 Commencement Date

This Call-Off Agreement commences on: 6th January 2021

2.2 Expiry Date

This Call-Off Agreement shall expire on 5th January 2025 unless terminated earlier in accordance with the Call-Off Terms or otherwise at Law.

2.3 Services Requirements

1.3.1 This Order is for the provision of the Services by the Supplier to the Customer to meet the Customer's Service Requirements, such Service Requirements being set out below:

Number of users: 155

Transactional Charges:

Year 1
Year 2
Year 3
Year 4



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8. LEXISPSL PRACTICE COMPLIANCE
9. STONES JUSTICE MANUAL x 8 hard copy

This Agreement allows for the Legal Team to have access to ALL services and non-lawyers (names agreed with the Environment Agency but not limit to the number) to have access to Legislation only.

4. PAYMENT

4.1 Payment Profile

[Charges will be based on the charging structure set out in Framework Schedule 2 (Charging Structure)]

Billed annually as in section 2.

4.2 Invoicing

The Supplier shall raise its invoice for the Charges annually.

4.3 Invoice format

The Supplier shall issue electronic invoices to the following address:

For the attention of SSCL (Environment Agency)
Address: SSCL (Environment Agency), PO Box 797, Newport, Gwent, NP10 8FZ
Email: APinvoices-ENV-U@gov.sscl.com

4.4 Payment Terms

Payment shall be made by BACS to the following account details:

Account Name: [REDACTED]
Bank name and address: [REDACTED]
Sort Code: [REDACTED]
Account Number: [REDACTED]

4.5 Liquidated Damages

Not applicable

5. LIABILITY

5.1 The Supplier's Limit on Liability

Subject to provisions of Clause 34.1 and 34.5 of the Call-Off Terms, the total aggregate liability of the Supplier under and in connection with this Call-Off Agreement) whether those liabilities are expressed as an indemnity or otherwise (whether in contract, tort (including negligence), breach of statutory duty or howsoever arising) shall be limited to the greater of:

(a) £100,000; or

(b) 150% of the total Charges due and payable by the Customer in respect of the provision by the Supplier of the Services under this Call-Off Agreement.

For the avoidance of doubt, the Parties acknowledge and agree that this Clause shall not limit the Supplier's liability under the Framework Agreement which liability shall be governed by the terms of the Framework Agreement.

5.2 The Customer's Limit on Liability

Subject to provisions of Clauses 34.1 and 34.5 of the Call-Off Terms, the total aggregate liability of the Customer under and in connection with this Call-Off Agreement) whether those liabilities are expressed as an indemnity or otherwise (whether in contract, tort (including negligence), breach of statutory duty or howsoever arising) shall be limited to the greater of:

(a) £50,000; or

(b) 50% of the total Charges due and payable by the Customer in respect of the provision by the Supplier of the Services under this Call-Off Agreement. (For the avoidance of doubt, this does not affect the Customer's obligation to pay properly invoiced sums in accordance with this Call-Off Agreement).

For the avoidance of doubt, the Parties acknowledge and agree that where the Customer and the Authority are the same entity, this Clause shall not limit the Authority's liability under the Framework Agreement, which liability shall be governed by the terms of the Framework Agreement.

6. INSURANCE

9.1 Minimum Insurance Period and Insurance Requirements

The Supplier shall maintain the following insurances throughout the duration of this Call-Off Agreement and for a period of six (6) years following the expiration or earlier termination of this Call-Off Agreement:

- **professional indemnity insurance** with a minimum limit of indemnity of £1M for each individual claim;
- **employers' liability insurance** with a minimum limit of £2M.

7. PERFORMANCE OF THE SERVICES, TRANSITION ACTIVITIES AND DELIVERABLES

Not applicable.

8. SPECIAL TERMS

RELX (UK) Limited, trading as LexisNexis Licence Terms

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").