

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

## Order Form

CALL-OFF REFERENCE:	<b>UKEF1375</b>
THE BUYER:	<b>UK Export Finance</b>
BUYER ADDRESS	<b>1 Horse Guards Road, Whitehall, London SW1A 2HQ</b>
THE SUPPLIER:	<b>Dentons UK &amp; Middle East LLP</b>
SUPPLIER ADDRESS:	<b>One, Fleet Place, London, EC4M 7WS</b>
REGISTRATION NUMBER:	<b>OC322045</b>

### APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 4<sup>th</sup> December 2024.

It is 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 **UKEF1375**
    - 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

None

CALL-OFF START DATE: 10<sup>th</sup> December 2024

CALL-OFF EXPIRY DATE: On completion of the Deliverables

## 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).

Review of the SBLG and BNG documentation (including the Guarantee Letters, Terms and Conditions) and buyer credit terms (altogether, the **Documentation**) to consider if these require adaption to meet the requirements for a new product that

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PPD is launching (the EPSG). Any changes will be drafted by Dentons by way of footnotes and commentary to allow future deals to be easily adapted for the EPSG.]

### MANAGEMENT OF CONFLICT OF INTEREST

N/A

### 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 **£10,000**

### CALL-OFF CHARGES

Fees would be in the region of GBP10,000 (exc. taxes and disbursements) for reviewing and making the necessary updates to the Documentation. This assumes the matter completes by the end of January 2025, and that discussions between Dentons and UK Export Finance are not unduly protracted.

### 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

### ADDITIONAL TRAINING CHARGE

N/A

### SECONDMENT CHARGE

N/A

**PAYMENT METHOD**

Payment will be made via BACS on receipt of valid invoice to  
[REDACTED]@ukexportfinance.gov.uk

**BUYER'S INVOICING ADDRESS:**

1 Horse Guards Road,  
London  
SW1A 2HQ

**BUYER'S AUTHORISED REPRESENTATIVE**

[REDACTED]  
**Legal Adviser and Team Leader**

[REDACTED]@ukexportfinance.gov.uk  
1 Horse Guards Road,  
London  
SW1A 2HQ

**SUPPLIER'S AUTHORISED REPRESENTATIVE**

[REDACTED]  
Partner  
[REDACTED]@dentons.com  
One Fleet Place  
London  
EC4M 7WS

**SUPPLIER'S CONTRACT MANAGER**

[REDACTED]  
Consultant  
[REDACTED]@dentons.com  
One Fleet Place  
London  
EC4M 7WS

**PROGRESS REPORT**

Not applicable

**PROGRESS REPORT FREQUENCY**

N/A

**PROGRESS MEETINGS AND PROGRESS MEETING FREQUENCY**

N/A

**KEY STAFF**

Not applicable

KEY SUBCONTRACTOR(S)  
Not applicable



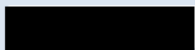

COMMERCIALLY SENSITIVE INFORMATION  
Not applicable

SERVICE CREDITS  
Not applicable

ADDITIONAL INSURANCES  
Not applicable

GUARANTEE  
Not applicable

SOCIAL VALUE COMMITMENT  
Not applicable

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:	Partner	Role:	Head of Commercial Partnerships, Projects & policy
Date:	6 December 2024	Date:	9th December 2024