

FRAMEWORK Con_17187 SCHEDULE 5: ORDER AND CALL-OFF TERMS
Part 1

The Provision of Legal Publications - Print and eBook

Order

| | | | |
|-------------|-------------------------------|------------------------|-----------------------|
| Date | Date of Last Signature | Order Reference | PO 37070033744 |
|-------------|-------------------------------|------------------------|-----------------------|

FROM:

| | |
|----------------------------|--|
| Contracting Body | Office of the Parliamentary Counsel "Customer" |
| Contracting Body's Address | 1 Horse Guards Road, London, SW1A 2HQ |
| Invoice Address | REDACTED TEXT under FOIA Section 40, Personal Information. |
| Principal Contact | Name: REDACTED TEXT under FOIA Section 40, Personal Information. Address: REDACTED TEXT under FOIA Section 40, Personal Information. Phone: REDACTED TEXT under FOIA Section 40, Personal Information. e-mail: REDACTED TEXT under FOIA Section 40, Personal Information. |

TO:

| | |
|--------------------|--|
| Supplier | RELX (UK) Limited trading as LexisNexis "Supplier" |
| Supplier's Address | 1-3 Strand, London, WC2N 5JR |
| Account Manager | Name: REDACTED TEXT under FOIA Section 40, Personal Information. Address: REDACTED TEXT under FOIA Section 40, Personal Information. Phone: REDACTED TEXT under FOIA Section 40, Personal Information. e-mail: REDACTED TEXT under FOIA Section 40, Personal Information. |

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: **1st September 2023**

2.2 Expiry Date

This Call-Off Agreement shall expire on **31st March 2024** unless terminated earlier in accordance with the Call-Off Terms or otherwise at Law.

2.3 Services Requirements

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:

3. BASE LOCATION

3.1 The Base Location at which the Services shall be performed is:

Print Services to be delivered to the Contact Address as shown for the Principal Contact and if necessary to other addresses including Home Addresses.

4. PAYMENT

4.1 Payment Profile

The cost of the Full 12 month sub period would be as follows

REDACTED TEXT under FOIA Section 40, Personal Information.

As Stone's 2023 would be invoiced under the current Contract Variation the *pro rata* charge for period 1st September 2023 to 31st March 2024 = £94,338.15

PLEASE NOTE:

- 1) This Agreement does not *Civil Court Practice 2023* and *Halsbury's Laws Cumulative Supplement 2023*.
- 2) This Agreement allows for "unwanted" volumes of e.g. *Halsbury's Laws* and *Halsbury's Statutes* but there would be NO part-credits issued.

4.2 Invoicing

The Supplier shall raise its invoice for the Charges in **August 2023 to cover the period 1st September 2023 up to 31st March 2024**

4.3 Invoice format

The Supplier shall issue electronic invoices to the following address:

REDACTED TEXT under FOIA Section 40, Personal Information.

4.4 Payment Terms

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

Account Name: **LexisNexis**

Bank name and address: **REDACTED TEXT under FOIA Section 40, Personal Information.**

Sort Code: **REDACTED TEXT under FOIA Section 40, Personal Information.**

Account Number: **REDACTED TEXT under FOIA Section 40, Personal Information.**

5. LIABILITY

5.1 The Supplier's Limit on Liability

to be inserted at (a) should be a number which reflects the value of services to be performed as multiplied by the percentage in (b).]

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) **£141,507.23**; 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) **£94,338.15**; or

(b) [100%] 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 £5,000,000 for each individual claim;
- **employers' liability insurance** with a minimum limit of £5,000,000

7. PERFORMANCE OF THE SERVICES, TRANSITION ACTIVITIES AND DELIVERABLES

As per the Framework Agreement

8. SPECIAL TERMS

Not applicable

BY SIGNING AND RETURNING THIS ORDER FORM THE SUPPLIER AGREES to enter into a legally binding contract with the Customer to provide the Services. The Parties hereby acknowledge and agree that they have read the Call-Off Terms and the Order Form and by signing below agree to be bound by the terms of this Call-Off Agreement.

Signed - via DocuSign

Supplier

Name: **REDACTED TEXT under FOIA Section 40, Personal Information.**

Position: **REDACTED TEXT under FOIA Section 40, Personal Information.**

Date: **22/08/2023**

Signature: **REDACTED TEXT under FOIA Section 40, Personal Information.**

Buyer

Name: REDACTED TEXT under FOIA Section 40, Personal Information.

Position: REDACTED TEXT under FOIA Section 40, Personal Information.

Date: 22nd August 2023

Signature: REDACTED TEXT under FOIA Section 40, Personal Information.