Framework Schedule 6 Order Form Template and Call-Off Schedules

Order Form

CALL-OFF REFERENCE:	Commercial Law Group, HO – Hours Bank
THE BUYER:	Government Legal Department
BUYER ADDRESS:	102 Petty France, Westminster London SW1H 9GL United Kingdom
THE SUPPLIER:	Burges Salmon LLP
SUPPLIER ADDRESS:	One Glass Wharf, Bristol, BS2 0ZX
REGISTRATION NUMBER:	LLP number OC307212
DUNS NUMBER:	

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 26 July 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 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:
 - o 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 Commercial Law Group HO - Hours Bank

- 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

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WORK\49285591\v.2 Framework Ref: RM6179 Project Version: v1.0

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General contractual and procurement legal advice and support



Relevant Jurisdiction - The Parties agree that clauses 34.3 and 35 of the Core Terms will apply in relation to jurisdiction and governing law.

MANAGEMENT OF CONFLICT OF INTEREST

Nothing additional to the CCS Core Terms (Version 3.0.11).

CONFIDENTIALITY

Clause 15 (What you must keep confidential) of the Core Terms shall apply.

IPR

Clause 9 (Intellectual Property Rights (IPRs)) of the Core Terms shall apply.

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.

For the purposes of Clause 11.2 of the Core Terms (as amended by the Framework Special Terms), the Supplier's liability for any damages, costs, claims, expenses, interest or other liability arising out of the performance or non-performance by the Supplier (or by any person for whom the Supplier may be liable vicariously) of its obligations under this Call-Off Contract (whether by virtue of negligence or otherwise) shall be limited to £3 million per claim. When considering what may be regarded as one claim for the purposes of this limit of liability all claims against the Supplier arising from one act or omission, one series of related acts or omissions, the same act or omission in a series of related matters or transactions, similar acts or omissions in a series of related matters or transactions and all claims against the Supplier arising from one matter or transaction will be regarded as one claim.

CALL-OFF CHARGES



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

Recoverable as stated in the Framework Contract

DISBURSEMENTS

Payable

ADDITIONAL TRAINING CHARGE

Not applicable

SECONDMENT CHARGE

Not applicable

PAYMENT METHOD

Payment in arrears upon submission of a compliant Invoice.



BUYER'S INVOICING ADDRESS:

BUYER'S AUTHORISED REPRESENTATIVE



BUYER'S ENVIRONMENTAL POLICY

Available on request

BUYER'S SECURITY POLICY

Available on request

BUYER'S ICT POLICY

Available on request

SUPPLIER'S AUTHORISED REPRESENTATIVE



SUPPLIER'S CONTRACT MANAGER



PROGRESS REPORT

Not applicable

PROGRESS REPORT FREQUENCY

Not applicable

PROGRESS MEETINGS AND PROGRESS MEETING FREQUENCY

Not applicable

KEY STAFF



KEY SUBCONTRACTOR(S)

Not applicable

COMMERCIALLY SENSITIVE INFORMATION

As per Joint Schedule 4 (Commercially Sensitive Information)

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:	
(A)	Signature:		
	Name:		
	Role:		
	Date:		
	ehalf of the Supplier:	Signature: Name: Role:	