

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

## Order Form

CALL-OFF REFERENCE: **C337875**

THE BUYER: The Secretary of State for Health and Social Care,  
acting as part of the Crown

BUYER ADDRESS Department for Health and Social Care (DHSC),  
39 Victoria Street, London SW1H 0EU

THE SUPPLIER: Bevan Brittan LLP

SUPPLIER ADDRESS: Kings Orchard, 1 Queen Street, Bristol, BS2 0HQ

REGISTRATION NUMBER: OC309219

DUNS NUMBER: 739754104

SID4GOV ID: Not known

### APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 7/02/2025.

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:

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)

● Call-Off Schedules for **C337875**

- Call-Off Schedule 3 (Continuous Improvement)
- Call-Off Schedule 7 (Key Supplier Staff)
- Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
- Call-Off Schedule 20 (Call-Off Specification)
- 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**

Special Term 1:

The Supplier has numerous clients that rely upon it for general representation. The Supplier advises clients in matters arising under the laws of: one or more of the constituent parts of the United Kingdom, the European Union, a Member State of the European Union, the WTO, other international trade and/or investment agreements, or public international law generally. As a result, without advance conflicts waivers from Supplier clients, conflicts of interest could arise that could deprive either the Buyer or other Supplier clients of the right to select the Supplier as counsel.

In light of the foregoing, other current or future clients of the Supplier including those identified in the preceding paragraph (collectively, the "Other Clients") may ask the Supplier to represent them in matters (including litigation) that are adverse to the Buyer but that are not substantially related to the Supplier's representation of the Buyer. If the Supplier is not representing the Buyer in such a matter, and the matter in which the Buyer and the Other Client have adverse interests is not substantially related to our current or past representation of the Buyer, then:

1. the Buyer agrees that the Supplier may represent such Other Client to the extent and provided that the Supplier is and remains not substantially related to the Supplier's representation of the Buyer;

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2. the Buyer waives any conflict of interest arising from such representation;  
and

3. the Buyer agrees that it will not seek to disqualify or otherwise prevent the Supplier from representing such Other Client,

provided that any Confidential Information and Personal Data held by lawyers of the Supplier that assisted the Buyer in this matter is kept confidential, in the case of Confidential Information, and Processed, in the case of Personal Data, in accordance with Clauses 14 and 15 of the Core Terms, respectively.

The Buyer acknowledges that it has had an opportunity to consult with other counsel (in-house or otherwise) before agreeing to this waiver.

CALL-OFF START DATE: 21 January 2025

CALL-OFF EXPIRY DATE: 31 March 2025

CALL-OFF INITIAL PERIOD: 10 weeks

### 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).

See details in Call-Off Schedule 20 (Call-Off Specification)]

### MANAGEMENT OF CONFLICT OF INTEREST

As set out in Clause 32 of the Core Terms.

### CONFIDENTIALITY

As set out in Clause 15 of the Core Terms.

### IPR

Clause 9 (IPRs), as amended by Call-Off Schedule 24 (Special Schedule) assigns all IPRs in the outputs from the Deliverables to the Supplier, with a licence from the Supplier to the Buyer to use, transfer and sub-licence such rights.

### 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.

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The Estimated Year 1 Charges used to calculate liability in the first Contract Year is

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### CALL-OFF CHARGES

The Charges for the Deliverables, including pricing mechanism and unit on an:

- **(a) Hourly Rate;** (b) Capped Price; (c) Fixed Price; and/or (d) any combination of the above for the applicable grades being used, or (e) any other fee arrangement.
- Insert if a Legal Project Manager is being used and the rate applicable.

Supplier			
Bevan Brittan LLP			
Band 1 (Partner)	Band 2 (Legal Director)	Band 3 (Senior Solicitor, Senior Associate)	Band 4 (Solicitor, Associate)
£ Redacted in Line with Section 43 of FOIA	£ Redacted in Line with Section 43 of FOIA	£ Redacted in Line with Section 43 of FOIA	£ Redacted in Line with Section 43 of FOIA
Band 5 (NQ Solicitor / Associate, Junior Solicitor / Associate)	Band 6 (Trainee)	Band 7 (Paralegal, legal assistant)	Legal Project Manager (if required)
£ Redacted in Line with Section 43 of FOIA	£ Redacted in Line with Section 43 of FOIA	£ Redacted in Line with Section 43 of FOIA	£ Redacted in Line with Section 43 of FOIA

The Charges will not be impacted by any change to the Framework Prices. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of:

- Indexation
- Specific Change in Law

### 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.

Threshold 1	Threshold 2	Threshold 3
£1m and above, up to a maximum of £2,499,999.99	£2.5m and above, up to a maximum of £4,999,999.99	£5m and above

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### REIMBURSABLE EXPENSES

None

### DISBURSEMENTS

Not Payable

### ADDITIONAL TRAINING CHARGE

Not applicable

### SECONDMENT CHARGE

Not applicable

### PAYMENT METHOD

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[Redacted]

[Redacted]

[Redacted]

[Redacted]

### BUYER'S INVOICING ADDRESS:

All draft invoices, after being verified and approved by the Buyer or their representatives, should be submitted by the Supplier, quoting a valid purchase order number (PO) as follows:

#### Accounts Payable

Redacted in Line with Section 43 of FOIA

Department for Health and Social Care (DHSC), 39 Victoria Street, London, SW1H 0EU

Draft invoices to be submitted for approvals to Redacted in Line with Section 43 of FOIA and any other named person (as required)

Final invoices to be submitted in PDF to the above for prompt payment.

**BUYER'S AUTHORISED REPRESENTATIVE**

Redacted in Line with Section 43 of FOIA

Senior Lawyer

Redacted in Line with Section 43 of FOIA

Redacted in Line with Section 43 of FOIA

Redacted in Line with Section 43 of FOIA

Deputy Director

Redacted in Line with Section 43 of FOIA

Redacted in Line with Section 43 of FOIA

**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**

Redacted in Line with Section 43 of FOIA

Partner

Redacted in Line with Section 43 of FOIA

**SUPPLIER'S CONTRACT MANAGER**

Redacted in Line with Section 43 of FOIA

Legal Director

Redacted in Line with Section 43 of FOIA

**KEY STAFF**

Redacted in Line with Section 43 of FOIA

## 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

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	Redacted in Line with Section 43 of FOIA	Signature:	Redacted in Line with Section 43 of FOIA
Name:	Redacted in Line with Section 43 of FOIA	Name:	Redacted in Line with Section 43 of FOIA
Role:	Partner	Role:	Commercial Manager
Date:	29/01/25	Date:	7/02/2025

## Joint Schedules



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## Call-Off Schedules

Framework Ref: RM6179  
Project Version: v1.0  
Model Version: v3.7

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