

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

Order Form

CALL-OFF REFERENCE: TCA 3-7-1284

THE BUYER: Maritime & Coastguard Agency (MCA)

BUYER ADDRESS Spring Place, 105 Commercial Road,
Southampton, SO15 1EG

THE SUPPLIER: Mills & Reeve LLP

SUPPLIER ADDRESS: 24 King William Street, London, EC4R 9AT

REGISTRATION NUMBER: OC326165

DUNS NUMBER: 219268914

SID4GOV ID: Not Known

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables dated 22nd of September 2022. 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 Service

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
2. Joint Schedule 1(Definitions and Interpretation) RM6179
3. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6179
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Call-Off Schedules for TCA 3-7-1284
 - Call-Off Schedule 1 (Transparency Reports)

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- Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 5 (Pricing Details)
 - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
 - Call-Off Schedule 10 (Exit Management)
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - Call-Off Schedule 20 (Call-Off Specification)
4. CCS Core Terms (version 3.0.11)
 5. Joint Schedule 5 (Corporate Social Responsibility) RM6179
 6. Call-Off Schedule 4 (Call-Off Tender)

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: 09/11/2022

CALL-OFF EXPIRY DATE: 07/11/2025

CALL-OFF INITIAL PERIOD: 3 Years Only

WORKING DAY

The main MCA operations in HQ are undertaken Monday to Friday. His Majesty's Coastguard, MCA Surveyors and the MCA Regulatory Compliance Investigation Team are however are 24/7 365 days of the year operations.

The services in scope of this requirement shall be delivered during normal working days. However as and when required, the Supplier shall provide services at the weekend or Bank Holidays depending upon the urgency of the work required.

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) for further information regarding the requirement.

MANAGEMENT OF CONFLICT OF INTEREST

Nothing additional to the CCS Core Terms

CONFIDENTIALITY

Nothing additional to the CCS Core Terms

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IPR

Nothing additional to the CCS Core Terms

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 ***Redacted under FOI Regulation No 43 – Commercial Interests.***

CALL-OFF CHARGES

See details in Call-Off Schedule 5 (Pricing Details)

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.

Bespoke to the delivery of this requirement, the following discounts have also been proposed as per the Supplier Tender response to itt_1058 – Legal Support for Replacement Aerial Dispersant Spray Service – dated 22/09/2022:

Redacted under FOI Regulation No 43 – Commercial Interests

REIMBURSABLE EXPENSES

Recoverable as stated in the Framework Contract. It should be noted however that Travel & Subsistence Payments must align with the Department for Transport Travel and Subsistence Policy. A copy of which is available upon request.

DISBURSEMENTS

Payable

ADDITIONAL TRAINING CHARGE

Not Applicable

SECONDMENT CHARGE

If a Secondment requirement arises during the Contract Period, it can be dealt with using the Variation Procedure and Joint Schedule 2 (Variations).

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PAYMENT METHOD

The payment method is BACS. The MCA will be invoiced monthly for the work that has been carried out on matters under this framework.

The Buyer will pay the Supplier within 30 days of receipt of a valid invoice. All invoices must include the relevant Contract Reference Number found on this Order Form, the details of the relevant service provision and dates as well as the Purchase Order Number quoted.

BUYER'S INVOICING ADDRESS:

Maritime & Coastguard Agency (Accounts Payable)
Ssa.invoice@sharedservicesarvato.co.uk
5 Sandringham Park
Swansea Vale
Swansea
SA7 0EA

BUYER'S AUTHORISED REPRESENTATIVE

Redacted under FOIA No 40 – Personal Information

Director – Programme Delivery Directorate

Redacted under FOIA No 40 – Personal Information

Redacted under FOIA No 40 – Personal Information

Aviation Commercial Manager – Programme Delivery Directorate

Redacted under FOIA No 40 – Personal Information

Redacted under FOIA No 40 – Personal Information

Aviation Contracts Manager – Programme Delivery Directorate

Redacted under FOIA No 40 – Personal Information

BUYER'S ENVIRONMENTAL POLICY



DfT Corporate
Environmental Policy.pdf

BUYER'S SECURITY POLICY



MCA Information
Security Policy.pdf

SUPPLIER'S AUTHORISED REPRESENTATIVE

Redacted under FOIA No 40 – Personal Information

Partner – Mills & Reeve

Redacted under FOIA No 40 – Personal Information

24 King William St, London, EC4R 9AT

SUPPLIER'S CONTRACT MANAGER

Redacted under FOIA No 40 – Personal Information

Solicitor – Mills & Reeve

Redacted under FOIA No 40 – Personal Information

24 King William St, London, EC4R 9AT

PROGRESS REPORT

As set out in section 6 – Management of Work outlined in the MCA's Specification found in Call-Off Schedule 20.

PROGRESS REPORT FREQUENCY

To be determined

PROGRESS MEETINGS AND PROGRESS MEETING FREQUENCY

Bi-weekly management reports shall be provided that summarise the current range of activities, progress made on the project, any slippage or deviation from proposed activities, broken down into appropriate tasks or subject matters. Further details are set out in MCA's Specification found in Call-Off Schedule 20.

KEY STAFF

Redacted under FOIA No 40 – Personal Information

Partner – Mills & Reeve

Redacted under FOIA No 40 – Personal Information

24 King William St, London, EC4R 9AT

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Partner – Mills & Reeve

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24 King William St, London, EC4R 9AT

Redacted under FOIA No 40 – Personal Information

Solicitor – Mills & Reeve

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Redacted under FOIA No 40 – Personal Information

Legal Director – Procurement Support – Mills & Reeve

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Solicitor – Procurement

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Legal Director - Mills & Reeve

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Solicitor – Mills & Reeve

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Senior Solicitor – Procurement - Mills & Reeve

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Partner – TUPE – Mills & Reeve

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Legal Director – IPR – Mills & Reeve

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KEY SUBCONTRACTOR(S)

N/A

COMMERCIALLY SENSITIVE INFORMATION

N/A

SERVICE CREDITS

N/A

ADDITIONAL INSURANCES

N/A

GUARANTEE

N/A

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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: | |
|------------------------------------|--|---------------------------------|--|
| Signature: | <i>XXXXXX Redacted under FOIA No 40 – Personal Information</i> | Signature: | <i>XXXXXX Redacted under FOIA No 40 – Personal Information</i> |
| Name: | <i>XXXXXX Redacted under FOIA No 40 – Personal Information</i> | Name: | <i>XXXXXX Redacted under FOIA No 40 – Personal Information</i> |
| Role: | Aviation Commercial Manager | Role: | Partner – Mills & Reeve |
| Date: | 05/06/2023 | Date: | 06/06/2023 |