

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

Order Form

CALL-OFF REFERENCE: 2022-592

THE BUYER: AHDB

BUYER ADDRESS Siskin Parkway East, Coventry, West Midlands,
CV3 4PE

THE SUPPLIER: Ashfords LLP

SUPPLIER ADDRESS:

COMPANY NUMBER:

This Order Form, when completed and executed by both Parties, forms a Call-Off Contract. A Call-Off Contract can be completed and executed using an equivalent document or electronic purchase order system.

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 27th February 2024.

It's issued under the Framework Contract with the reference number RM6240 for the provision of Public Sector Legal Services.

CALL-OFF LOT(S):

RM6240 Lot 1a Full Service Provision – England and Wales

CALL-OFF INCORPORATED TERMS

[This is a Bronze Contract]

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 includes the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1 (Definitions and Interpretation) RM6240
3. Framework Special Terms

Framework Ref: RM6240 Public Sector Legal Services

Project Version: v1.0

Model Version: v3.8

4. The following Schedules in equal order of precedence:

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- Joint Schedules for RM6240
 - 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 RM6240
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)
 - Call-Off Schedule 3 (Continuous Improvement)
 - [Call-Off Schedule 12 (Clustering)]
 - Call-Off Schedule 20 (Call-Off Specification)
5. CCS Core Terms (version 3.0.11)
6. Joint Schedule 5 (Corporate Social Responsibility) RM6240
7. Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

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

The following Special Terms are incorporated into this Call-Off Contract:

[Special Term 1 – The Core Terms (version 3.0.11) shall be amended with additional wording underlined and deletions scored-through as follows: -

3.1 Deliverables

3.1.3 The Supplier shall bring to the attention of the Buyer any conflict between:
(a) the Core Terms or Special Terms in a Contract; and/or
(b) any of the requirements in Clause 3.1.1;
and shall comply with the Buyer's decision on the resolution of any such conflict.

3.3 Services clauses

3.3.8 The Supplier shall to the extent expressly set out in the Order Form, obtain Approval from the Buyer's Authorised Representative before advising the Buyer on:
(a) Retained EU Law (including State aid and public procurement); or
(b) public law (including national security); or
(c) the Employment Regulations; or
(d) any other issue as may be notified to the Supplier from time to time by the Buyer's Authorised Representative,
and where Approval is given, if the advice is given orally, confirm in writing, to the Buyer's Authorised Representative, any advice given to the Buyer.

8. Rights and protection

8.8 In order to protect the legitimate business interests of the Parties, each Party covenants with the other that it shall not (except with the prior written consent of the other Party or where a vacancy is openly and publicly advertised by means of a national advertising campaign) employ or engage or otherwise facilitate the employment or engagement of any Restricted Staff.

9 Intellectual Property Rights (IPRs)

9.1 Subject to Clause 9.2, each Party keeps ownership of its own Existing IPRs.

9.2 Unless otherwise provided in the Order Form:

(a) Intellectual Property Rights in the output from the Deliverables shall vest in the Supplier who shall grant to the Buyer a non-exclusive, unlimited, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change, exploit and sub-license the same; and

(b) The Supplier gives the Buyer a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change and sub-licence Supplier's Existing IPR to enable it to both:

- (bi) receive and use the Deliverables; and
- (ii) make use of the deliverables provided by a Replacement Supplier.

9.4 Neither Party has the right to use the other Party's IPRs, including any use of the other Party's names, logos or trademarks, except as provided in Clause 9 or otherwise agreed in writing. However, nothing shall prevent a Buyer from using any techniques, ideas, Know-How which the Buyer has gained during the performance of the Contract in the course of its normal business to the extent that this use does not result in the disclosure of the Supplier's Confidential Information or an infringement of IPRs.

9.5 If there is an IPR Claim, the Supplier indemnifies CCS and each Buyer against all ~~Losses, damages, costs or expenses (including professional fees and fines)~~ incurred as a result.

9.6 If an IPR Claim is made: -

- (a) the Buyer shall notify the Supplier in writing of the IPR Claim and the Buyer shall not make any admissions which may be prejudicial to its defence or settlement. The Supplier shall at its own expense conduct all negotiations and any litigation arising out of or in connection with the IPR Claim provided always that the Supplier shall: -
 - (i) consult CCS and the Buyer on all substantive issues which arise during the conduct of such litigation and negotiations;

- (ii) take due and proper account of the interests of the CCS and the Buyer;
 - (iii) consider and defend the IPR Claim diligently using competent counsel and in such a way as not to bring the reputation of the Buyer into disrepute; and
 - (iv) not settle or compromise the IPR Claim without the prior written approval of the Buyer (not to be unreasonably withheld or delayed).
- (b) or anticipated the Supplier must at its own expense and the Buyer's sole option, either:
 - (i) obtain for CCS and the Buyer the rights in Clause 9.1 and 9.2 without infringing any third party IPR; or
 - (ii) replace or modify the relevant item with substitutes that do not infringe IPR without adversely affecting the accuracy, completeness, reliability, functionality or performance of the Deliverables.

11. How much you can be held responsible for

11.10 No enquiry, inspection, approval, sanction, comment, consent, decision or instruction at any time made or given by or on behalf of the Buyer to any document or information provided by the Supplier in its provision of the Deliverables, and no failure of the Buyer to discern any defect in or omission from any such document or information shall operate to exclude or limit the obligations of a professional Supplier employed in a buyer / supplier relationship.

11.11 Save as otherwise expressly provided, the obligations of the Buyer under the Contract are obligations of the Buyer in its capacity as a contracting counterparty and nothing in the Contract shall operate as an obligation upon, or in any other way fetter or constrain the Buyer in any other capacity, nor shall the exercise by the Buyer of its duties and powers in any other capacity lead to any liability under the Contract (howsoever arising) on the part of the Buyer to the Supplier.

11.12 No individual nor any service company of the Supplier employing that individual shall have any personal liability to the Buyer for the Deliverables supplied by that individual on behalf of the Supplier and the Buyer shall not bring any claim under the Contract against that individual or such service company in respect of the Contract save in the case of Fraud or any liability for death or personal injury. Nothing in this Clause 11.12 shall in any way limit the liability of the Supplier in respect of the Deliverables, and such liability shall be uncapped unless otherwise specified in the Order Form.

34 Resolving Disputes

Complaint Handling

34.7 If a Complaint is made by any Buyer, either Party shall notify the other Party in writing of the Complaint which if not resolved by operation of the Supplier's usual Complaint handling procedure within 5 Working Days of becoming aware of the Complaint and, if the Supplier is providing the written notice, such notice shall contain full details of the Supplier's plans to resolve the Complaint.

34.8 Without prejudice to any:

- (a) rights and remedies that a complainant may have at Law (including under a Contract), and
- (b) obligation of the Supplier to take remedial action under the provisions of the Contract,

the Supplier shall aim to conclude its investigation within 28 days of acknowledgement of the complaint, or the date by which the parties agree the issues of concern if clarification is needed. The Supplier shall deal with the Complaint fully, expeditiously and fairly.

[Special Term 2.

[Special Term 3.

[None]

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CALL-OFF START DATE:

1st March 2024

INITIAL CONTRACT END DATE:

28th February 2026

CALL-OFF EXPIRY DATE:

1st call off extension will run from 1st March 2026 to 28th February 2027 and so on.
Potential end date of contract 28th February 2029 if all options are taken.

CALL-OFF INITIAL PERIOD:

2 years

Please be advised that the work for HR will not join this contract until the 1st May'25 (therefore costings quoted have been included on Page 8 of this document).

Debt Recovery will not form part of this contract at this time. If AHDB wish for this area to be included in the future, we appreciate that new pricing will need to be quoted and agreed.

CALL-OFF DELIVERABLES

[Option B: See details in Call-Off Schedule 20 (Call-Off Specification)]

Call-Off Schedule 20 (Call-Off Specification)

This Schedule sets out the characteristics of the Deliverables that the Supplier will be required to make to the Buyers under this Call-Off Contract



Ashford revised
requirements

IPR

Core Terms as amended by Special Term 1 provides that Clause 9 (IPRs) 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, etc. such rights. If the Buyer requires an alternative arrangement in respect of IPRs, they should take legal advice before amending the provisions of Clause 9 as set out in Special Term 1 above.

MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is [REDACTED] **(but this is dependent on how much service is required and could increase or decrease)** Estimated Charges in the first 12 months of the Contract.

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AHDB Legal Services Pricing Matrix		
Company specific information		
Company name	Ashfords LLP	Supplier to complete with the name of the contracting company.
Instructions		
Please complete the following pricing matrix, breaking your total price down into the categories suggested.		
Prices will remain fixed for the duration of the call-off agreement.		
Employment - HR support		
Telephone /Email Advice Monthly Fixed Fee. Please note that HR currently enjoy an arrangement of one monthly payment for a flexible use of time of up to about 1.5 hours, per month which rolls over if not used. This is the preferred option because it gives the HR team good flexibility for immediate legal advice on a specific, limited issue. There is little use of employment support on top, other than the occasional tribunal case.		
Description	Unit	Price (£)
HR Support Monthly Fee	per month	
Menu of fixed costs for Employment Tribunal and additional support requirements		
Category 1 Employment Tribunal Menu of fixed Costs		
Description	Unit	Price (£)
Preparation of Notice of Appearance	fixed cost per item	
Early case assessment and strategy sheet	fixed cost per item	
Negotiating a settlement at any stage	fixed cost per item	
Compliance with disclosure obligations	fixed cost per item	
Preparation of bundles of documents for hearing	fixed cost per item	
Taking of witness statements	per witness	
Preparation for hearing commenced when case settled	fixed cost per item	
Preparation for hearing completed (and case then settled or heard)	fixed cost per item	
Representation at tribunal hearing including counsel's fees if applicable (first day)	fixed cost per item	
Additional days representation at tribunal hearing	fixed cost per item	
Additional pre-hearing review or preliminary hearings	fixed cost per item	
If second or subsequent days of attendance at your premises are needed to deal with witness statements (per day)	per day	0
Attendance at your request pre-hearing for witness preparation or similar purposes (per day)	fixed cost per item	
Preparing written skeleton arguments or submissions where ordered to do so by the Tribunal	fixed cost per item	
Request for or supply of further pleadings	fixed cost per item	
Dealing with discrimination questionnaire	fixed cost per item	
Category 2 Employment Tribunal Menu of fixed Costs		
Description	Unit	Price (£)
Preparation of Notice of Appearance	fixed cost per item	
Early case assessment and strategy sheet	fixed cost per item	
Negotiating a settlement at any stage	fixed cost per item	
Compliance with disclosure obligations	fixed cost per item	
Preparation of bundles of documents for hearing	fixed cost per item	
Taking of witness statements	per witness	
Preparation for hearing commenced when case settled	fixed cost per item	
Preparation for hearing completed (and case then settled or heard)	fixed cost per item	
Representation at tribunal hearing including counsel's fees if applicable (first day)	fixed cost per item	
Additional days representation at tribunal hearing	fixed cost per item	
Additional pre-hearing review or preliminary hearings	fixed cost per item	
If second or subsequent days of attendance at your premises are needed to deal with witness statements (per day)	per day	
Attendance at your request pre-hearing for witness preparation or similar purposes (per day)	fixed cost per item	
Preparing written skeleton arguments or submissions where ordered to do so by the Tribunal	fixed cost per item	
Request for or supply of further pleadings	fixed cost per item	
Dealing with discrimination questionnaire	fixed cost per item	
Instructing expert witness (not including expert's fee)	fixed cost per item	
Category 3 Employment Tribunal Menu of fixed Costs		
Description		Price (£)
Serious reputational risk to organisation or senior management		See Lines 64-79
Appeal likely from the outset		See Lines 64-80
Complex expert evidence		See Lines 64-81
Any Equal Pay case		See Lines 64-82
If second or subsequent days of attendance at your premises are needed to deal with witness statements (per day)		See Lines 64-83
Significant uncertainty as to facts		See Lines 64-84
Seriously defective or inadequate documents		See Lines 64-85
Major problems with one or more key witnesses - eg possible dishonesty or hostility		See Lines 64-86
Case appropriate for Partner or Senior Associate		See Lines 64-87
Claimant running a crusade or campaign		See Lines 64-88
Preparation of Notice of Appearance	fixed cost per item	
Early case assessment and strategy sheet	fixed cost per item	
Negotiating a settlement at any stage	fixed cost per item	
Compliance with disclosure obligations	fixed cost per item	
Preparation of bundles of documents for hearing	fixed cost per item	
Taking of witness statements	per witness	
Preparation for hearing commenced when case settled	fixed cost per item	
Preparation for hearing completed (and case then settled or heard)	fixed cost per item	
Representation at tribunal hearing including counsel's fees if applicable (first day)	fixed cost per item	
Additional days representation at tribunal hearing	fixed cost per item	
Additional pre-hearing review or preliminary hearings	fixed cost per item	
If second or subsequent days of attendance at your premises are needed to deal with witness statements (per day)	per day	
Attendance at your request pre-hearing for witness preparation or similar purposes (per day)	fixed cost per item	
Preparing written skeleton arguments or submissions where ordered to do so by the Tribunal	fixed cost per item	
Request for or supply of further pleadings	fixed cost per item	
Dealing with discrimination questionnaire	fixed cost per item	
Instructing expert witness (not including expert's fee)	fixed cost per item	
Description	Unit	Price (£)
Partner	per hour	
Partner	per day	
Senior Solicitor	per hour	
Senior Solicitor	per day	
Solicitor	per hour	
Solicitor	per day	
Junior Solicitor	per hour	
Junior Solicitor	per day	
Trainee/ Paralegal	per hour	
Trainee/ Paralegal	per day	

REIMBURSABLE EXPENSES

Only if discussed and agreed prior with AHDB

DISBURSEMENTS

Payable with the prior agreement of AHDB

ADDITIONAL TRAINING CHARGE

Only as discussed and agreed upfront with AHDB.

SECONDMENT CHARGE

Not Applicable

PAYMENT METHOD

BACS

BUYER'S INVOICE ADDRESS:

[REDACTED]

Legal Manager

[REDACTED]

AHDB, [REDACTED]

[REDACTED]

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]

Legal Manager

[REDACTED]

[REDACTED]

[REDACTED]

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

SUPPLIER'S CONTRACT MANAGER

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

PROGRESS REPORT FREQUENCY

No specific requirements, but as agreed on individual instructions with AHDB.

PROGRESS MEETING FREQUENCY

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Quarterly on the first Working Day of each quarter or as discussed and agreed between Supplier and Buyer.

KEY STAFF



COMMERCIALLY SENSITIVE INFORMATION

Applicable on individual instructions, where commercially sensitive information may be shared between the Buyer and the Supplier.

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

There's a guarantee of the Supplier's performance provided for all Call-Off Contracts entered under the Framework Contract]

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:		Signature:	
Name:		Name:	
Role:		Role:	
Date:		Date:	



Ashfords LLP
Proposal to AHDB 13.