

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

## Order Form

<b>CALL-OFF REFERENCE:</b>	PS23414 - Greenhouse Gas Removal - Legal Services
<b>THE BUYER:</b>	Department for Energy Security & Net Zero (DESNZ)
<b>BUYER ADDRESS</b>	3-8 Whitehall Place, London SW1A 2AW
<b>THE SUPPLIER:</b>	Ashurst LLP
<b>SUPPLIER ADDRESS:</b>	London Fruit & Wool Exchange, 1 Duval Square, London, E1 6PW
<b>REGISTRATION NUMBER:</b>	OC330252
<b>DUNS NUMBER:</b>	210089859

### APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated Monday, 6<sup>th</sup> January 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 2 – Finance and Complex Legal 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 6 (Key Subcontractors)
    - Joint Schedule 10 (Rectification Plan)
    - Joint Schedule 11 (Processing Data)
  - Call-Off Schedules for **PS23414**
    - Call-Off Schedule 2 (Staff Transfer)
    - Call-Off Schedule 3 (Continuous Improvement)
    - Call-Off Schedule 5 (Pricing Details)
    - Call-Off Schedule 7 (Key Supplier Staff)
    - Call-Off Schedule 9 (Security)
    - Call-Off Schedule 14 (Service Levels)
    - Call-Off Schedule 15 (Call-Off Contract Management)
    - 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
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**

None

**CALL-OFF START DATE:** 6<sup>th</sup> January 2025

**CALL-OFF EXPIRY DATE:** 31<sup>st</sup> December 2027

**CALL-OFF INITIAL PERIOD:**

2 Years

**CALL-OFF OPTIONAL EXTENSION PERIOD:**

There is an option to extend for up to a further 1 years until 31<sup>st</sup> December 2028 at the contracting authority's sole discretion.

**WORKING DAY**

Monday to Friday excluding bank holidays.

**CALL-OFF DELIVERABLES**

See details in Call-Off Schedule 20 (Call-Off Specification) for an overview of the Services that will be required under this Contract. As work packages are identified, specific details will be provided as Task Orders (as detailed in the Specification).

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), this will be per Call-Off Task Order.

**MANAGEMENT OF CONFLICT OF INTEREST**

Both the Buyer & Supplier are to manage their own Conflict of Interest process and agree to notify each other in writing as soon as practically possible for any identified Conflict of Interest.

**CONFIDENTIALITY**

As per Core Terms

**IPR**

As per 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.

In accordance with Clause 11.6, the Supplier's total aggregate liability in each Contract Year under Clause 14.8 is no more than the Data Protection Liability, being **£2 Million**

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £2,000,000.00 excluding VAT

**CALL-OFF CHARGES**

The maximum total contract value is £6,000,000.00 including VAT

For avoidance of doubt the value of this contract should the full 3 years be utilised would be £ 6,000,000.00 which is made up of £4,000,000.00 for years 1 and 2 with a further £ 2,000,000.00 for year 3 subject to budgetary approval.

The maximum Charges for each work package under this Contract will be agreed in writing between the Parties in line with the procedure for agreeing work packages outlined in Call-Off Schedule 20 (Call-Off Specification). In the event that a change to the maximum charge for a work package is needed, the Supplier shall contact the Buyer in writing for approval in advance of any additional charges being incurred with details of the requested change and a justification for that change.

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

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.

### **REIMBURSABLE EXPENSES**

None

### **DISBURSEMENTS**

Not Payable

### **ADDITIONAL TRAINING CHARGE**

Not applicable

### **SECONDMENT CHARGE**

No applicable

### **PAYMENT**

Payment will be made for the provision of deliverables to the reasonable satisfaction of the Authority.

Payment will be made on a time and materials basis supported by timesheets up to the maximum amount agreed amount for each work package.

### **PAYMENT METHOD**

Invoices will be submitted monthly by the Supplier to the Buyer's Contract Manager in accordance with the agreed payment plan for each agreed work package. Each

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invoice shall be submitted in British pounds sterling only and shall show the following information:

- Date of invoice
- The Buyer's Purchase Order number
- Supplier's address and contact details
- Supplier's correct banking information
- Short narrative description of the services being billed including where appropriate the reference number of the associated agreed work package under this Call-off Contract.
- Net fees
- Amount of VAT payable
- The total sum due
- Any supporting information that the Buyer may reasonably require (e.g. timesheets)

Save where an invoice is disputed, the Contracting Authority shall pay the Contractor within 30 days of receipt of a correct invoice via BACS payment.

If you have a query regarding an outstanding payment please contact the Buyer's Contract Manager in the first instance.

Alternatively, please contact the Buyer's accounts payable section either by email to [ap@uksbs.co.uk](mailto:ap@uksbs.co.uk) or by telephone: 01793 67004 between 09:00 and 17:00 Monday to Friday

The Supplier must facilitate payment by the Buyer of the Charges under a Call-Off Contract under any method agreed with the Buyer in the Order Form.

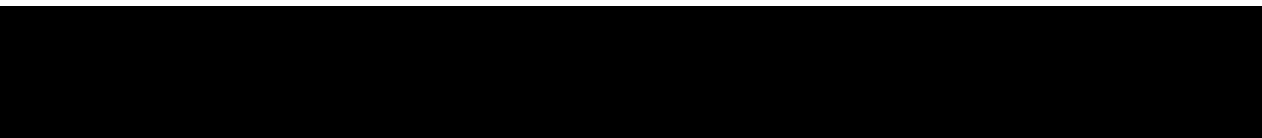
The Supplier must facilitate a change of payment method during the term of any Call - Off Contract.

The Supplier shall not charge the Buyer for a change in payment method during the term of the Call-off Contract

### **BUYER'S INVOICING ADDRESS:**

DESNZ c/o UKSBS, Queensway House, West Precinct, Billingham, TS23 2NF  
[ap@uksbs.co.uk](mailto:ap@uksbs.co.uk)

### **BUYER'S AUTHORISED REPRESENTATIVE**



### **BUYER'S ENVIRONMENTAL POLICY**

Appended at Call-Off Schedule 20

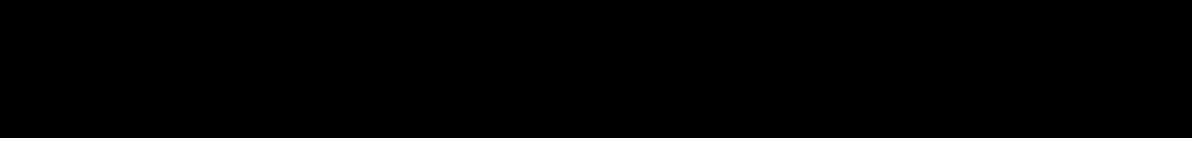
### **BUYER'S SECURITY POLICY**

Short form security requirements apply.

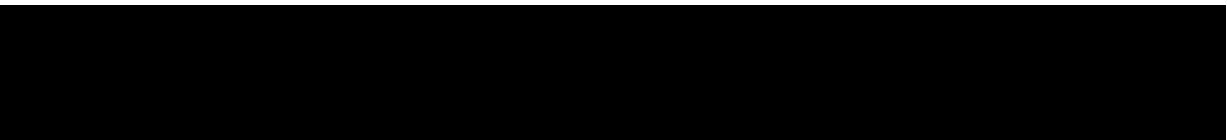
**BUYER'S ICT POLICY**

No Applicable

**SUPPLIER'S AUTHORISED REPRESENTATIVE**



**SUPPLIER'S CONTRACT MANAGER**



**PROGRESS REPORT**

Not applicable.

**PROGRESS REPORT FREQUENCY**

Not Applicable

**PROGRESS MEETINGS AND PROGRESS MEETING FREQUENCY**

Quarterly contract update meetings with the Buyer's Contract Manager and an Annual Contract Review within one month of the end of the Contract Year.

**KEY STAFF**

The Supplier's main contact point for the contract will be considered key staff. Additional Key Staff may be agreed from time to time in writing with the Supplier in relation to a specific agreed work package.

**KEY SUBCONTRACTOR(S)**

Not Applicable

**COMMERCIALLY SENSITIVE INFORMATION**

As per Joint Schedule 4 (Commercially Sensitive Information)

**SERVICE CREDITS**

As per Call-Off Schedule 14 (Service Levels).

**ADDITIONAL INSURANCES**

Additional Insurances required in accordance with Joint Schedule 3 (Insurance Requirements)

**GUARANTEE**

Not applicable

**SOCIAL VALUE COMMITMENT**

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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)