

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

### Order Form

CALL-OFF REFERENCE: **CON101**

THE HOME OFFICE: **HOME OFFICE**

HOME OFFICE ADDRESS **[REDACTED]**

THE SUPPLIER: **TLT LLP**

SUPPLIER ADDRESS: **[REDACTED]**

REGISTRATION NUMBER:

DUNS NUMBER:

SID4GOV ID:

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.

It is essential that if you, as the Home Office, add to or amend any aspect of any Call-Off Schedule, then **you must send the updated Schedule** with the Order Form to the Supplier]

#### APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 19<sup>th</sup> September 2023.

It's issued under the Framework Contract with the reference number Legal Services Panel RM6179 for the provision of legal advice and services.

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CALL-OFF LOT(S):  
**Lot 1 – General Legal Advice and Services**

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### 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: This will incorporate all of the Framework Special Terms into the Call-Off Contract.
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)
    - Joint Schedule 11 (Processing Data)
  - Call-Off Schedules for CON101
    - Call-Off Schedule 1 (Transparency Reports)
    - Call-Off Schedule 2 (Staff Transfer)
    - Call-Off Schedule 3 (Continuous Improvement)
    - ~~Call Off Schedule 5 (Pricing Details)~~
    - ~~Call Off Schedule 6 (ICT Services)~~
    - ~~Call Off Schedule 7 (Key Supplier Staff)~~
    - ~~Call Off Schedule 8 (Business Continuity and Disaster Recovery)~~
    - ~~Call Off Schedule 9 (Security)~~
    - ~~Call Off Schedule 10 (Exit Management)~~
    - ~~Call Off Schedule 12 (Clustering)~~
    - ~~Call Off Schedule 11 (Installation Works)~~
    - ~~Call Off Schedule 13 (Implementation Plan and Testing)~~
    - ~~Call Off Schedule 14 (Service Levels)~~
    - ~~Call Off Schedule 15 (Call Off Contract Management)~~
    - ~~Call Off Schedule 16 (Benchmarking)~~
    - ~~Call Off Schedule 17 (MOD Terms)~~
    - ~~Call Off Schedule 18 (Background Checks)~~
    - ~~Call Off Schedule 19 (Scottish Law)~~
    - ~~Call Off Schedule 20 (Call Off Specification)~~
    - ~~Call off Schedule 21 (Northern Ireland Law)~~

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- ~~○ [Call Off Schedule 23 (HMRC Terms) ]~~
- ~~○ [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 Home Office (as decided by the Home Office) 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: none

[Special Term 1 Home Office guidance]: This Special Term 1 may be incorporated into the Home Office's Call-Off Contract where a Conflict Waiver is requested by the Supplier:

*"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 Home Office 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 Home Office but that are not substantially related to the Supplier's representation of the Home Office. If the Supplier is not representing the Home Office in such a matter, and the matter in which the Home Office and the Other Client have adverse interests is not substantially related to our current or past representation of the Home Office, then:*

1. *the Home Office agrees that the Supplier may represent such Other Client to the extent and provided that the Supplier is and remains not*

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*substantially related to the Supplier's representation of the Home Office;*

2. *the Home Office waives any conflict of interest arising from such representation; and*
3. *the Home Office 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 Home Office 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 Home Office acknowledges that it has had an opportunity to consult with other counsel (in-house or otherwise) before agreeing to this waiver."*

**]**

[Special Term 2]

[Special Term 3]

[None]

**]**

CALL-OFF START DATE: **1<sup>st</sup> September 2023**

CALL-OFF EXPIRY DATE: **30<sup>th</sup> June 2024**

CALL-OFF INITIAL PERIOD: none

**CALL-OFF DELIVERABLES**

**Home Office guidance:** ~~complete option A or, if Deliverables are too complex for this form, use option B and Call-Off Schedule 20 instead.~~

The Home Office 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).

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

#### MANAGEMENT OF CONFLICT OF INTEREST

**[Home Office guidance:** consider whether any particular arrangements in respect of COI apply, and whether any mitigating steps (such as the establishment of ethical wall arrangement) are to be required of the Supplier]

#### CONFIDENTIALITY

**[Home Office guidance:** Consider whether any particular arrangement in respect of confidentiality are to apply. If any additional measures are required, they should be included here]

#### IPR

**[Home Office guidance:** Clause 9 (IPRs) assigns all IPRs in the outputs from the Deliverables to the Supplier, with a licence from the Supplier to the Home Office to use, transfer and sub-licence such rights. If the Home Office requires an alternative arrangement in respect of IPRs, these should be specified here]

#### 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.

**[Home Office guidance:** you can change the cap on liability in Clause 11.2 using a Call-Off Special Term where you have made an appropriate risk assessment and sought the necessary management approvals. Unlimited liability is not usually permitted except in limited circumstances where Deliverables are required relating to matters involving Securities dealt in or on a public market and in accordance with the Home Office's instructions]

#### CALL-OFF CHARGES

[Option A: £285,000 lump sum]

- [Indexation]
- [Specific Change in Law]
- [Benchmarking using Call-Off Schedule 16 (Benchmarking)]

#### 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

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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**

None

**SECONDMENT CHARGE**

Not applicable

**PAYMENT METHOD**

Monthly invoice payments

**HOME OFFICE'S INVOICING ADDRESS:**

[REDACTED]  
[REDACTED]  
[REDACTED]

**HOME OFFICE'S AUTHORISED REPRESENTATIVE**

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

**HOME OFFICE'S ENVIRONMENTAL POLICY**

Not Applicable

**HOME OFFICE'S SECURITY POLICY**

<https://www.gov.uk/government/publications/security-policy-framework/hmg-security-policy-framework>

**HOME OFFICE'S ICT POLICY**

None

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**SUPPLIER'S AUTHORISED REPRESENTATIVE**

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

**PROGRESS REPORT**

Not applicable

**PROGRESS REPORT FREQUENCY**

Not applicable

**PROGRESS MEETINGS AND PROGRESS MEETING FREQUENCY**

Not applicable

**KEY STAFF**

Not applicable

**KEY SUBCONTRACTOR(S)**

Not applicable

**COMMERCIALLY SENSITIVE INFORMATION**

Not applicable

**SERVICE CREDITS**

Not applicable

**ADDITIONAL INSURANCES**

Lot 1 Suppliers are required to have £10m Professional Indemnity Insurance

**GUARANTEE**

Not applicable

**SOCIAL VALUE COMMITMENT**

Not applicable

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For and on behalf of the Supplier:		For and on behalf of the HOME OFFICE:	
Signature:		Signature:	
Name:		Name:	
Role:		Role:	 
Date:	28 September 2023	Date:	29/09/2023

Execution by seal / deed where required by the Home Office.

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