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

**Order Form**

|  |  |
| --- | --- |
| CALL-OFF REFERENCE: | TBC |
| THE BUYER: | Defence Infrastructure Organisation |
| BUYER ADDRESS: | St George’s House  DMS Whittington  Lichfield  Staffordhshire WS14 9PY |
| THE SUPPLIER: | Slaughter and May |
| SUPPLIER ADDRESS: | One Bunhill Row  London  EC1Y 8YY |
| REGISTRATION NUMBER: | 55388 (SRA number) |

**APPLICABLE FRAMEWORK CONTRACT**

This Order Form is for the provision of the Call-Off Deliverables identified on this Order Form and shall be effective from the date that both the Buyer and the Supplier have signed and dated this Order Form in one or more counterparts.

It is a Call-Off Contract 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, in the following order of precedence:

1. This Order Form including the Call-Off Special Terms, Additional Special Terms and the Call-Off Schedules listed below, in equal order of precedence
2. Joint Schedule 1(Definitions and Interpretation)
3. Framework Incorporated Terms and Framework Special Terms as set out in the Framework Award Form
4. The following Joint Schedules, in equal order of precedence:

* 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)

1. CCS Core Terms (version 3.0.11)
2. Joint Schedule 5 (Corporate Social Responsibility)

All documents can be found on the CCS web site.

No other Supplier terms form part of the Call-Off Contract, including any terms written on the back of or added to this Order Form.

**CALL-OFF SPECIAL TERMS**

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

|  |
| --- |
| CALL-OFF START DATE  On signature by both parties. |
| CALL-OFF EXPIRY DATE  On completion of the Call-Off Deliverables. |
| CALL-OFF DELIVERABLES (CALL-OFF SPECIFICATION)  Advice, strategy formulation, coordination with other advisers and programme management in respect of actual and potential claims against MOD and/or UKGI in connection with MOD's pending litigation in the matter of various enfranchisement claims served against Annington Property Ltd.  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).  The Supplier shall not, except where expressly authorised by the MoD Legal Advisers, advise on any of the following matters:   * Procurement law * Subsidies * Public Law * SSCR * TUPE * IPR * any matters where other advisers are instructed (from time to time), including the specific matters on which Gowling LLP and Forsters LLP are advising |
| IPR  As set out in Clause 9 of the Core Terms, as amended by Call off Schedule 24 (Special Schedule). |
| MAXIMUM LIABILITY  As set out in Additional Special Term 1, Liability Cap, below. |
| CALL-OFF CHARGES  Time and materials based on the Supplier’s rates set out in the RM6179 Legal Services Rate Card. |
| 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 (FOR TRAVEL, SUBSISTANCE AND HOTEL ACCOMMODATION)  Recoverable in accordance with the Ministry of Defence Business Travel Policy, provided authorised in advance: |
| DISBURSEMENTS  Payable, provided authorised in advance |
| PAYMENT METHOD  The Buyer will pay the Call-Off Charges by electronic transfer and prior to submitting any claims for payment the Supplier shall register its details (supplier on-boarding) on the Contracting, Purchasing and Finance electronic procurement tool. |
| BUYER’S AUTHORISED REPRESENTATIVE |
| SUPPLIER’S AUTHORISED REPRESENTATIVE |
| GENERAL  The Supplier’s advice and services are for the Buyer’s benefit only in connection with the particular work that the Buyer instructs the Supplier to do. Unless agreed otherwise in writing, the Supplier’s advice is not intended to be used or relied upon by anyone else, or for a different purpose. The Buyer should not, therefore, disclose the Supplier’s advice to anyone else without the Supplier’s consent or rely on it in connection with any other matter.  The Buyer may share any advice provided by the Supplier with UK Government Investments and UK Government Investments may rely on such advice for the sole purpose of their role detailed in the Call-Off Specification listed above provided:   1. the limitations of liability set out in this Order Form (in particular at Additional Special Term 1) will apply in respect of such reliance; 2. the Buyer will ensure that UK Government Investments is aware of such limitations prior to sharing the advice; and 3. the Supplier does not enter into any direct Solicitor-Client relationship with UK Government Investments.   The Buyer recognises that the sharing of the Supplier’s advice with any other party may increase the risk of waiving any privilege in that advice.  The Supplier will take instructions from the contact(s) named in this Order Form, as confirmed by the Buyer. The Supplier may also take instructions from and provide advice in this matter to other individuals within the Buyer’s organisation.  The Supplier’s bank account details are unlikely to change. Should the Buyer receive any suspicious correspondence the Supplier shall contact the Buyer on a verified number. Numbers can be verified on the Supplier’s website, or by contacting the Supplier using the details set out in the Solicitors Register hosted on the Solicitors Regulation Authority website. |

**ADDITIONAL SPECIAL TERMS**

The following Additional Special Terms are incorporated into this Call-Off Contract. In the event any of the Additional Special Terms listed below conflict with any other term within this Call-Off Contract, the Additional Special Terms listed below will prevail.

|  |
| --- |
|  |

**CALL-OFF SCHEDULES**

The following Call-Off Schedules are incorporated into this Call-Off Contract, as amended or supplemented as follows:

|  |
| --- |
| CALL-OFF SCHEDULE 1 (TRANSPARENCY REPORTS)  Annex 1: List of Transparency Reports and/or other reports  Weekly billing report (hours spent, charge out rate, total cost plus disbursements) to be emailed to Simon Birtles. |
| CALL-OFF SCHEDULE 2 (STAFF TRANSFER)  No transfer at the start - Parts C, D and E apply. |
| CALL-OFF SCHEDULE 3 (CONTINUOUS IMPROVEMENT) |
| CALL-OFF SCHEDULE 17 (MOD TERMS) |
| CALL-OFF SCHEDULE 24 (SPECIAL SCHEDULE) |

|  |  |  |  |
| --- | --- | --- | --- |
| **For and on behalf of the Supplier:** | | **For and on behalf of the Buyer:** | |
| Signature: |  |  |  |
| Name: |  |  |  |
| Role: |  |  |  |
| Date: |  |  |  |