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

**Order Form**

CALL-OFF REFERENCE: **CCLL25A02**

THE BUYER: **HM Treasury**

BUYER ADDRESS 1 Horse Guards Road, SW1A 2HQ, London

THE SUPPLIER: **Dentons UK and Middle East LLP**

SUPPLIER ADDRESS: **9 Haymarket Square, Edinburgh EH3 8RY**

REGISTRATION NUMBER: **OC 322045**

DUNS NUMBER: **779522056**

It is essential that if you, as the Buyer, 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 **7 August 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 8 (Guarantee)
	+ Joint Schedule 10 (Rectification Plan)
	+ Joint Schedule 11 (Processing Data)
* Call-Off Schedules for **CCLL25A02**
	+ 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 14 (Service Levels)
	+ Call-Off Schedule 15 (Call-Off Contract Management)
	+ Call-Off Schedule 16 (Benchmarking)
	+ Call-Off Schedule 18 (Background Checks)
	+ Call-Off Schedule 20 (Call-Off Specification)
	+ Call-Off Schedule 23 (HMRC Terms)
	+ Call-Off Schedule 24 (Special Schedule)
1. CCS Core Terms (version 3.0.11)
2. Joint Schedule 5 (Corporate Social Responsibility)RM6179
3. 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: **13 August 2025**

CALL-OFF EXPIRY DATE: **30 November 2026**

CALL-OFF INITIAL PERIOD: **15 Months**

The Customer may request:

* a variation to the Ordered Panel Services;
* an extension to the Term specified at paragraph 1.5 of section A of the Order Form); and/or
* a variation to any other part of the Order Form; and/or
* a variation to any other term of these Terms and Conditions, at any time during the Term.

Any request by the Customer for a variation to the Ordered Panel Services shall be by written notice to the Supplier:

* giving sufficient information for the Supplier to assess the extent of the variation and any additional costs that may be incurred (where any element of the Charges is composed of a fixed price or a capped price); and
* specifying the timeframe within which the Supplier must respond to the request, which shall be reasonable and the Supplier shall respond to such request within such timeframe.

In the event that the Supplier and the Customer are unable to agree any change to the Charges in connection with any requested variation to the Ordered Panel Services, the Customer may agree that the Supplier should continue to perform its obligations under the Legal Services Contract without the variation or may terminate the Legal Services Contract in accordance with Clause 11.8 (Termination in relation to Variation).

CALL-OFF DELIVERABLES

See details in Call-Off Schedule 20 (Call-Off Specification)

MANAGEMENT OF CONFLICT OF INTEREST

CONFIDENTIALITY

IPR

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 such rights.

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.

CALL-OFF CHARGES

Option B: 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.

REIMBURSABLE EXPENSES

None

DISBURSEMENTS

Not Payable. Disbursements shall only be payable where the Customer has authorised that the Disbursements may be incurred in advance.

ADDITIONAL TRAINING CHARGE

Not applicable.

SECONDMENT CHARGE

Not applicable.

PAYMENT METHOD

Payment can only be made following satisfactory delivery of the final report on the validity of a DRD claim or the impact of an amendment to a claim.

Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.

Invoices shall be submitted by email to both andI REDACTED TEXT under FOIA Section 43 Commercial Interests

BUYER’S INVOICING ADDRESS:

HM Treasury

Attention: Accounts Payable

Rosebury Court, St Andrews Business Park

Norwich, Norfolk, NR7 0HS

BUYER’S AUTHORISED REPRESENTATIVE

**REDACTED TEXT under FOIA Section 40, Personal Information**

SUPPLIER’S AUTHORISED REPRESENTATIVE

**REDACTED TEXT under FOIA Section 40, Personal Information**

SUPPLIER’S CONTRACT MANAGER

**REDACTED TEXT under FOIA Section 40, Personal Information**

PROGRESS REPORT

The Customer shall be kept informed of progress throughout the claim via regular updates, informing the Customer in good time of any potential slippage in delivery.

PROGRESS REPORT FREQUENCY

A minimum of once bi-weekly while a claim is ongoing.

PROGRESS MEETINGS AND PROGRESS MEETING FREQUENCY

Progress meetings will be requested from the Customer from time to time, to inform internal planning and the timing of when to engage various internal sign-off procedures before a response to a claim may be made.

KEY STAFF

**REDACTED TEXT under FOIA Section 40, Personal Information**

**REDACTED TEXT under FOIA Section 40, Personal Information**

**REDACTED TEXT under FOIA Section 40, Personal Information**

KEY SUBCONTRACTOR(S)

**N/A**

COMMERCIALLY SENSITIVE INFORMATION

**Suppliers submitted tender and Commercial Pricing**

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

 Not applicable

GUARANTEE

 Not applicable

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: | REDACTED TEXT under FOIA Section 40, Personal Information | Signature: | REDACTED TEXT under FOIA Section 40, Personal Information |
| Name: | REDACTED TEXT under FOIA Section 40, Personal Information | Name: | REDACTED TEXT under FOIA Section 40, Personal Information |
| Role: | REDACTED TEXT under FOIA Section 40, Personal Information | Role: | REDACTED TEXT under FOIA Section 40, Personal Information |
| Date: |  | Date: |  |