

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

### Order Form

CALL-OFF REFERENCE: K280022037

THE BUYER: Driver and Vehicle Standards Agency

BUYER ADDRESS DVSA, Berkeley House, Croydon Street, Bristol. BS5 0DA

THE SUPPLIER: Veale Wasbrough Vizards LLP

SUPPLIER ADDRESS: Narrow Quay House, Narrow Quay, Bristol, BS1 4QA

REGISTRATION NUMBER: XXXXXX Redacted under FOIA section 40

DUNS NUMBER: XXXXXX Redacted under FOIA section 40

### APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 01/05/2024. It's issued under the Framework Contract with the reference number RM6240 for the provision of Public Sector Legal Services.

### CALL-OFF LOT(S):

#### Lot 1a: Full Service Provision - England and Wales

### CALL-OFF INCORPORATED TERMS

#### This is a Silver 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
4. The following Schedules in equal order of precedence:
  - Joint Schedules for RM6240
    - Joint Schedule 2 (Variation Form)
    - Joint Schedule 3 (Insurance Requirements)
    - Joint Schedule 4 (Commercially Sensitive Information)
    - Joint Schedule 6 (Key Subcontractors)

- Joint Schedule 7 (Financial Difficulties), including Annex 5 – Optional Terms for Bronze Contracts
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)
- Joint Schedule 12 (Supply Chain Visibility)
- 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 4 (Call-Off Tender)
  - Call-Off Schedule 8 (Business Continuity and Disaster Recovery) amended for a Bronze Contract as per Paragraph 10 of Part A of this Schedule
  - Call-Off Schedule 9 (Security)
  - Call-Off Schedule 10 (Exit Management)
  - Call-Off Schedule 13 (Implementation Plan and Testing)
  - Call-Off Schedule 14 (Service Levels)
  - Call-Off Schedule 19 (Scottish Law)
  - Call-Off Schedule 20 (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 Service clauses**

3.3.9 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. Restraint of Trade**

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-license 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**

11.11 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.

11.12 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.

11.13 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 11.13 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**

34.8 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.

34.9 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 use its best endeavours to resolve the Complaint within 10 Working Days and in so doing, shall deal with the Complaint fully, expeditiously and fairly.

CALL-OFF START DATE: 01/05/2024

CALL-OFF EXPIRY DATE: 31/04/2027

CALL-OFF INITIAL PERIOD: 36 months

CALL-OFF DELIVERABLES

See details in Requirement Specification as part of the tender, and the core services stated within RM6240 Lot 1a: [Microsoft Word - Framework Schedule 1 \(Specification\) \(1\) \(crown-commercial.gov.uk\)](#)

In addition, the supplier is required to provide the following specifying services:

- Transactional property work; including but not limited to, non-complex and complex conveyancing and work relating to leases, licences, acquisitions and disposals.
- Litigation and advice on litigious property legal matters.
- Advice on and service of, all legal notices and correspondence in relation to continuing occupation or ownership of the property by the contracting authority.
- Advice and service of, all notices and correspondence in relation to construction matters and repairing and maintenance liabilities, whether as landlord or tenant.
- All searches and title investigations such as, but not limited to, highway searches, land registry transactions and searches, environmental and planning.
- Crichel Down Rules advice and actions on sites held by the Contracting Authority

- Provide specialist advice and support (such as Barristers) for all property related matters such as, but not limited to, rent reviews, overage, injunctions, telecoms.
- General professional advice, negotiation and guidance on legal documentation and interpretation of property documentation, estates issues and disputes.
- Conforming to the Charging Structure;
- Undertaking any billing requirements including holding monies on account and undertakings on behalf of the contracting authority;
- Provide advice for Construction Contracts and service of disputes with contractors;
- Providing a support function to deal with Contracting Authority enquiries and issues;
- Complying with any KPIs and any service levels and any reporting requirements;
- Providing a dedicated account manager to manage the relationship between the Authority and the Supplier under this Framework Agreement, to resolve any issues arising from this Framework Agreement and to implement any improvements/innovations during the Framework Period;

#### CONFLICT OF INTEREST (COI)

No additional measures required.

#### CONFIDENTIALITY

No additional measures required.

#### IPR

No additional measures required.

#### 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  
£ XXXXXX Redacted under FOIA section 43

#### CALL-OFF CHARGES

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

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4, 5 and 6 (if used) in Framework Schedule 3 (Framework Prices)

## REIMBURSABLE EXPENSES

None

## DISBURSEMENTS

Disbursements shall only be payable where the Customer has authorised that the Disbursements may be incurred in advance.

## ADDITIONAL TRAINING CHARGE

N/A

## SECONDMENT CHARGE

No Secondment Charges if required at the outset of the contract. If a Secondment requirement arises during the Contract Period, it can be dealt with using the Variation Procedure and Joint Schedule 2 (Variation Form).

## PAYMENT METHOD

Via Invoice/Purchase Order (BACS)

## BUYER'S INVOICE ADDRESS:

Invoices must be sent either electronically. All electronic invoices and credit notes can be emailed, in PDF format, to:

XXXXXX Redacted under FOIA section 40

and

XXXXXX Redacted under FOIA section 40

## BUYER'S AUTHORISED REPRESENTATIVE

XXXXXX Redacted under FOIA section 40

XXXXXX Redacted under FOIA section 40

XXXXXX Redacted under FOIA section 40

DVSA, The Ellipse, Padley Road, Swansea. SA1 8AN

## BUYER'S ENVIRONMENTAL POLICY

[DVSA sustainability strategy - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/612345/DVSA_sustainability_strategy.pdf)

## BUYER'S SECURITY POLICY

N/A

## SUPPLIER'S AUTHORISED REPRESENTATIVE

XXXXXX Redacted under FOIA section 40

XXXXXX Redacted under FOIA section 40

XXXXXX Redacted under FOIA section 40

XXXXXX Redacted under FOIA section 40

Narrow Quay House, Narrow Quay, Bristol, BS1 4QA

**SUPPLIER'S CONTRACT MANAGER**

XXXXXX Redacted under FOIA section 40

XXXXXX Redacted under FOIA section 40

XXXXXX Redacted under FOIA section 40

XXXXXX Redacted under FOIA section 40

Narrow Quay House, Narrow Quay, Bristol, BS1 4QA

**PROGRESS REPORT FREQUENCY**

On the first Working Day of each calendar month

**PROGRESS MEETING FREQUENCY**

Quarterly on the first Working Day of each quarter

**KEY STAFF**

As above

**KEY SUBCONTRACTOR(S)**

N/A

**COMMERCIALLY SENSITIVE INFORMATION**

To be found in Joint Schedule 4.

**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:	XXXXXX Redacted under FOIA section 40	Signature:	XXXXXX Redacted under FOIA section 40
Name:	XXXXXX Redacted under FOIA section 40	Name:	XXXXXX Redacted under FOIA section 40
Role:	XXXXXX Redacted under FOIA section 40	Role:	XXXXXX Redacted under FOIA section 40
Date:	19/04/2024	Date:	25/04/2024