

## Order Form

CALL-OFF REFERENCE: **C81363**

THE BUYER: **Secretary of State for Health & Social Care** acting as part of the **Crown**

BUYER ADDRESS Department of Health and Social Care  
39 Victoria Street  
London  
SW1H 0EU

THE SUPPLIER: **TLT LLP**

SUPPLIER ADDRESS: 20 Gresham Street, London EC2V 7JE

REGISTRATION NUMBER: OC308658

DUNS NUMBER: 739281603

SID4GOV ID: N/A

### APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 8 August 2022

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:  
**Lot 1 – General Legal Advice and 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 10 (Rectification Plan)
    - Joint Schedule 11 (Processing Data)
  - Call-Off Schedules for Call-Off reference **C81363**
    - Call-Off Schedule 1 (Transparency Reports) (as set out below)
    - Call-Off Schedule 2 (Staff Transfer) (Part C and Part E only)
    - Call-Off Schedule 3 (Continuous Improvement) (managed at framework level)
    - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
    - Call-Off Schedule 9 (Security) - A, the short version
    - Call-Off Schedule 20 (Call-Off Specification)
    - Call-Off Schedule 24 (Special Schedule)
    - Call off schedule 26 Non-Disclosure Agreement template
5. CCS Core Terms (version 3.0.11)
6. Joint Schedule 5 (Corporate Social Responsibility) RM6179

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

Redacted in line with Section 43 of

Redacted in line with Section 43 of The FOIA

[Redacted]

- [Redacted]

- [Redacted]

- [Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

CALL-OFF START DATE: **25 July 2022**

CALL-OFF EXPIRY DATE: On completion of the Deliverables

WORKING DAY

Any day other than a Saturday or Sunday or public holiday in England and Wales unless otherwise requested by the Buyer and agreed in advance.

## CALL-OFF DELIVERABLES

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).

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

## MANAGEMENT OF CONFLICT OF INTEREST

In the event that a conflict arises through the course of the provision of the Services which the Buyer agrees in writing that the conflict can be managed to their satisfaction, Call Off Special Term 1 will apply, and any particular arrangements or mitigating steps shall be agreed in writing with the Buyers Authorised Representative.

## CONFIDENTIALITY

See Call Off Schedule 26 (Non-Disclosure Agreement template)

IPR

N/A

## 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

### Hourly Rates

Fee Earner	Hourly Price
Partner	Redacted
Legal Director	£Redact
Senior Solicitor	£Redact
Solicitor	£Redact
Junior Solicitor	£Redact
Trainee / Paralegal	£Redac
Legal Project Manager	£Redact

The Charges will not be impacted by any change to the Framework Prices.

## 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

Any disbursements must be agreed in advance by the Buyers Contract Manager.

For the avoidance of doubt, if the Buyers Contract Manager agrees that the Suppliers shall instruct Counsel, the Supplier shall instruct Panel Counsel at Panel Counsel rates.

## ADDITIONAL TRAINING CHARGE

None

## SECONDMENT CHARGE

This will be agreed in the event that a secondment is requested (see Specification).

## PAYMENT METHOD

£ STERLING CLIENT ACCOUNT BANK	Redacted in line with
BANK BRANCH/ADDRESS	Redacted in line with
ACCOUNT NAME	Redacted in line with
SORT CODE	Redacted
ACCOUNT NUMBER	Redacted in
SWIFT/BIC	Redacted in
IBAN	Redacted in line with Section 43 of The
REFERENCE	Redacted in line with Section 43 of The

Payment will be made by Bank Transfer.

Draft invoices with full narrative to include work to that point should be sent to [Redacted in line with Section] or a GLD email address as nominated from time to time by 25<sup>th</sup> of the month for approval. Once the draft invoice is approved, the invoice should be sent to the Buyer's Invoicing Address quoting the correct Purchase Order Number.

#### BUYER'S INVOICING ADDRESS:

Department of Health and Social Care  
39 Victoria Street  
London  
SW1H 0EU

[Redacted in line with Section 40 of The FOIA]

Business manager

[Redacted in line with Section 40 of The FOIA]

or

email: [Redacted in line with Section 40 of The FOIA]

#### BUYER'S AUTHORISED REPRESENTATIVE(S)

[Redacted in line with Section 40 of The FOIA]

[Redacted in line with Section 40 of The FOIA]

[Redacted in line with Section 40 of The FOIA]

Department of Health and Social Care  
39 Victoria Street  
London  
SW1H 0EU

[Redacted in line with Section 40 of The FOIA] n

Senior Lawyer

[Redacted in line with Section 40 of The FOIA]

Redacted in line with Section 40 of The FOIA Government Legal  
Department, 102 Petty France London SW1H 9GL

#### SUPPLIER'S AUTHORISED REPRESENTATIVE

Redacted in  
line with  
Section 40 of  
The FOIA

TLT LLP, 20 Gresham Street, London EC2V 7JE

#### SUPPLIER'S CONTRACT MANAGER

Redacted in  
line with  
Section 40 of  
The FOIA

TLT LLP, 20 Gresham Street, London EC2V 7JE

#### PROGRESS REPORT

See Call-Off Schedule 20

#### PROGRESS REPORT FREQUENCY

As requested by the Buyers Authorised Representative, but no less frequent than monthly.

#### PROGRESS MEETINGS AND PROGRESS MEETING FREQUENCY

As requested by the Buyers Authorised Representative, but no less frequent than monthly.

#### KEY STAFF

Redacted in  
line with  
Section 40 of  
The FOIA

TLT LLP, 20 Gresham Street, London EC2V 7JE

Redacted in line with  
Section 40 of The FOIA

TLT LLP, 20 Gresham Street, London EC2V 7JE

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of The FOIA

TLT LLP, 20 Gresham Street, London EC2V 7JE

#### KEY SUBCONTRACTOR(S)

Not Applicable

#### COMMERCIALLY SENSITIVE INFORMATION

As per Joint Schedule 4 (Commercially sensitive information)

#### SERVICE CREDITS

Not applicable

#### ADDITIONAL INSURANCES

Not applicable

#### GUARANTEE

Not applicable

#### SOCIAL VALUE COMMITMENT

Not applicable



For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	Redacted in line with Section 40 of The FOIA	Signature:	Redacted in line with Section 40 of The FOIA
Name:	Redacted in	Name:	Redacted in
Role:	Partner	Role:	Senior Commercial Category Manager
Date:	5 August 2022	Date:	8/8/22