

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

Order Form

CALL-OFF REFERENCE:	CH-1216
THE BUYER:	Companies House
BUYER ADDRESS	Crown Way, Cardiff, CF14 3UZ
THE SUPPLIER:	DWF Law LLP
SUPPLIER ADDRESS:	1 Scott Place, 2 Hardman Street, Manchester, Greater Manchester, M3 3AA
REGISTRATION NUMBER:	OC423384
DUNS NUMBER:	n/a
SID4GOV ID:	n/a

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated **27/12/2023** date of issue.

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 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 **CH-1216**
 - 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 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 20 (Call-Off Specification)
 - Call-Off Schedule 24 (Special Schedule)
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:

None

CALL-OFF START DATE: **5th February 2024**

CALL-OFF EXPIRY DATE: **4th February 2025**
OR On completion of the Deliverables

CALL-OFF INITIAL PERIOD: **1 Year, 0 Months**

CALL-OFF OPTIONAL EXTENSION PERIOD **1 Year, 0 Months to be limited to existing open cases to support closure of cases with existing teams.**

WORKING DAY

A standard working day will be Monday-Friday however services may be required on Saturday, Sunday or Public Holidays in England and Wales, Scotland and NI if the courts list hearings to take place on such days or give direction that necessitate work being done on such days. Services required on Saturday, Sunday, or a bank holiday shall be priced using the SOW (Statement of Works) template and process.

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).

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

MANAGEMENT OF CONFLICT OF INTEREST

Nothing additional to the CCS Core Terms (version 3.0.11).

CONFIDENTIALITY

All information provided by the Buyer to the Supplier must be treated as Confidential as a minimum unless a higher level of classification advised.

IPR

As per Clause 9 of the Core Terms

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.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is **one million one hundred thousand pounds (£1,100,000.00)** Estimated Charges in the first 12 months of the Contract.

CALL-OFF CHARGES

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

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4 and 5 in Framework Schedule 3 (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

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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

Limited to reasonable travel expenses for the purpose of face to face meetings subject to prior approval by Buyer.

DISBURSEMENTS

Payable

ADDITIONAL TRAINING CHARGE

No paid for training included as part of the deliverables – any paid for training must be added as Variation following the variation process.

SECONDMENT CHARGE

If a Secondment requirement arises during the Contract Period, it can be dealt with using the Variation Procedure JS2 and inclusion and completion of COS25 Secondment template.

PAYMENT METHOD

Payment to be made by Bacs to Supplier named account within 30 days of receipt of acceptable invoice. See COS5 Pricing details for more information.

Invoices must be sent to **accountspayable@companieshouse.gov.uk**

Invoices must include all information reasonably requested by the Buyer and as a minimum a purchase order number supplied by Companies House and details of the chargeable services supplied.

The Supplier must submit accompanying breakdown backing data for review to enable invoice reconciliation. Failure to do so may result in delays to payment.

BUYER'S INVOICING ADDRESS:

**Accounts Payable
accountspayable@companieshouse.gov.uk**

BUYER'S AUTHORISED REPRESENTATIVE

**[redacted]
Business Contract Manager
[redacted]
Crown Way, Cardiff, CF14 3UZ
&
[redacted]
Commercial Contract Manager**

[redacted]

BUYER'S ENVIRONMENTAL POLICY

Companies House Environmental Policy 2023 available online at:

<https://www.gov.uk/government/publications/companies-house-environmental-policy/companies-house-environmental-policy>

BUYER'S SECURITY POLICY

See document titled Call-Off Schedule 9 (Security) Annex Supplier Security Policy.

SUPPLIER'S AUTHORISED REPRESENTATIVE

[redacted]

Contract Lead

[redacted]

20 Fenchurch Street, London EC3M 3AG

SUPPLIER'S CONTRACT MANAGER

[redacted]

Contract Manager

[redacted]

2 Sempole Street, Edinburgh, EH3 8BL

PROGRESS REPORT

Reporting requirements to be agreed during mobilisation however as a minimum regular progress reports must include:

Activity undertaken since last report

Costs incurred

Cumulative spend to date

Activity during next reporting period

Forecast spend next reporting period

High level stats on live cases, where they are in process, spend to date by case and against threshold, estimated cost to conclude.

PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month. Note this does not include operational reporting which may be required at increased frequency e.g. weekly.

PROGRESS MEETINGS AND PROGRESS MEETING FREQUENCY

Meeting requirements to be agreed during mobilisation however the following requirements are envisioned:

Operational - Weekly on the first Working Day of each week

Contract management - Monthly on the third week of each month

Strategic - Quarterly on the first Working Day of each quarter

The frequency of the meetings may change depending on the maturity of the contract and activity at the time. Changes to the frequency of meetings will be by mutual agreement.

KEY STAFF

[redacted]

Charging Order Lead

[redacted]

[redacted]

Appeals Lead

[redacted]

KEY SUBCONTRACTOR(S)

Not Applicable

COMMERCIALLY SENSITIVE INFORMATION

Fees contained within Pricing Detail Call off schedule 5

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 Annex 'Social Value Commitment'

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For and on behalf of the Supplier:		For and on behalf of the Buyer (1):	
Signature:	[redacted]	Signature:	[redacted]
Name:	[redacted]	Name:	[redacted]
Role:	[redacted]	Role:	[redacted]
Date:	[redacted]	Date:	[redacted]
		For and on behalf of the Buyer (2):	
		Signature:	[redacted]
		Name:	[redacted]
		Role:	[redacted]
		Date:	[redacted]