

PANEL AGREEMENT SCHEDULE 4
ORDER FORM AND TERMS AND CONDITIONS

SECTION A

- (i) This Order Form dated 10/06/2021 is issued in accordance with the provisions of the Panel Agreement for the provision of general legal services.
- (ii) The Supplier agrees to supply the Ordered Panel Services specified below on and subject to the terms of this Legal Services Contract.
- (iii) For the avoidance of doubt this Legal Services Contract consists of the terms set out in this Order Form and the Terms and Conditions.
- (iv) By signing and returning this Order Form (which may be done by electronic means) the Supplier agrees to enter this Legal Services Contract with the Customer to provide the Ordered Panel Services in accordance with this Order Form and the Terms and Conditions.
- (v) The Parties hereby acknowledge and agree that they have read this Order Form and the Terms and Conditions and by signing below agree to be bound by this Legal Services Contract.
- (vi) In accordance with paragraph 7 of Panel Schedule 5 (Ordering Procedure), the Parties hereby acknowledge and agree that this Legal Services Contract shall be formed when the Customer acknowledges (which may be done by electronic means) the receipt of the signed copy of this Order Form (together with the Terms and Conditions) from the Supplier within two (2) Working Days from such receipt.

1.1	CPD 004 121 148
1.2	Ministry of Housing, Communities and Local Government (MHCLG) 2 Marsham Street, London SW1P 4DF ("CUSTOMER")
1.3	DAC Beachcroft LLP 25 Walbrook, London, England, EC4N 8AF ("SUPPLIER")

1.4	Commencement Date: 14 June 2021
1.5	Term (a) Expiry Date 6 weeks after contract commencement Date (b) option to extend by up to 4 months until 1 st October 2021 in any increment to account for possible additional work packages in relation to the monument. (c) Option period has been formally enacted by Contract Amendment 01. This contract will expire on the 1 st November 2021 to allow time for all actions to be completed
1.6	Signed for and on behalf of the Customer by an authorised representative:
	Name and Title [Redacted]
	Signature [Redacted]
	Date 04/10/2021
1.7	Signed for and on behalf of the Supplier by an authorised representative:
	Name and Title: [Redacted]
	Signature; [Redacted]
	Date: 4.10.21

SECTION B**1. PANEL SERVICES**

1.1	<p>Panel Services:</p> <p>MHCLG require specialist legal expertise and advice on a specific work package to ensure that the contracts and arrangements we enter into are robust and will ensure the Windrush Monument is constructed and erected, safely and securely and will be in situ for many decades to come. Also that the position of HM Government is appropriately protected in all agreements. This includes providing legal advice on areas such as liabilities..</p> <p>We are seeking advice on the contract with an organisation to provide engineering advice on the engineering and construction specification. Specifically, we seek advice on the terms and conditions used in this contract, with a particular reference to issues such as risk and liability.</p> <p>Full details can be found in Attachment 3 – Statement of Requirements.</p> <p>The Supplier’s proposal can be found in Annex A – DAC Beachcroft proposal to MHCLG, June 2021.</p>									
1.2	<p>Management and review of the Services</p> <p>The following Contract milestones/deliverables shall apply:</p> <p>Work Package 1</p> <table><tr><th>Milestone/Deliverable</th><th>Description</th><th>Timeframe or Delivery Date</th></tr><tr><td>1</td><td>Initial advice on the contract to provide engineering advice to shape the specification for engineering and consultancy works.</td><td>Within 1 week of contract award</td></tr><tr><td>2.</td><td>Advice leading to the final contract</td><td>Within 3 weeks of contract award</td></tr></table>	Milestone/Deliverable	Description	Timeframe or Delivery Date	1	Initial advice on the contract to provide engineering advice to shape the specification for engineering and consultancy works.	Within 1 week of contract award	2.	Advice leading to the final contract	Within 3 weeks of contract award
Milestone/Deliverable	Description	Timeframe or Delivery Date								
1	Initial advice on the contract to provide engineering advice to shape the specification for engineering and consultancy works.	Within 1 week of contract award								
2.	Advice leading to the final contract	Within 3 weeks of contract award								

	Work Package 2		
	Milestone/Deliverable	Description	Timeframe or Delivery Date
	1	Initial advice on the artist and fabricator contract	Within 1 week of contract award
	2.	Advice leading to the final contract	Within 3 weeks of contract award
	The Supplier will provide weekly updates to the Client. This will include an update on costs incurred and forecast.		
1.3	Place of performance Suppliers offices or at employee's place of residence if working from home.		

2. CHARGES

2.1a	Hourly Rates AND Daily Rates AND Monthly Rates not used
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2.1b	<p>Where any Supplier Personnel have completed eight (8) hours of work on any given day, the daily rate will apply irrespective of how many further hours of work are completed on that day.</p> <p>Full details are provided in Annex B – Rates and Pricing Card.</p>
2.2	<p>Estimate of Charges</p> <p>Total Estimate of Charges [Redacted] excl VAT.</p> <p>Please see Annex B – Rates and Pricing Card for Windrush</p> <p>Total Estimate of Charges for CA 01 [Redacted] excl VAT.</p> <p>Annex B – Rates and Pricing Card for Windrush. New tab has been added to capture costs for CA 01.</p>
2.3	<p>Fixed Price not used</p>
2.4	<p>Capped Price used</p> <p>The maximum value for the initial period of the contract is capped at £20,000 exclusive of VAT. This value is not to be exceeded in this period.</p> <p>Costs under this contract shall be closely monitored by both the customer and supplier.</p> <p>DAC Beachcroft LLP shall notify MHCLG once half the capped rate has been used (£10,000 ex VAT) and if the full amount £20,000 excl VAT is been used before the end of contract.</p>

2.5	Other Costs Reimbursable Expenses Not payable Disbursements Not payable
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3. MISCELLANEOUS

3.1	CUSTOMER REPRESENTATIVE COMMERCIAL: [Redacted] CONTRACT MANAGER: [Redacted]
3.2	SUPPLIER REPRESENTATIVE [Redacted]
3.3	KEY PERSONNEL [Redacted]
3.4	NOTICES Ministry of Housing Communities and Local Government 2 Marsham Street London SW1P 4DF Commercial@communities.gov.uk
3.5	CUSTOMER BILLING ADDRESS CP2P TEAM, MHCLG, 4 TH FLOOR, HIGH TREES, HILLFIELD ROAD, HEMEL HEMPSTEAD, HP2 4XN CLGINVOICES@COMMUNITIES.GOV.UK
3.6	SUPPLIER BANK DETAILS TBC
3.7	CUSTOMER'S PURCHASE ORDER NUMBER TBC

3.8	APPROVED SUB-CONTRACTORS
3.9	BCDR N/A
3.10	Exit Management: <i>Schedule 2</i>
3.11	Transparency Reports N/A
3.12	Call Off Guarantee (Clause 10 of the Legal Service Contract): Not required

4. VARIATIONS TO THE TERMS AND CONDITIONS

4.1	Liability cap £5 million
4.2	Conflicts of Interest Supplier to advise
4.3	Confidentiality As instructed by the Customer
4.5	Intellectual Property Rights The Authority retains all Intellectual property rights under this contract including all products and legislation generated as part of the contract. No information relating to IP shall be discussed with any third parties without the Authorities expressed prior consent.

SECTION C

Attachment 3 – Statement of Requirements

Annex A – Proposal from DAC Beachcroft to MHCLG, June 2021

Annex B – Rates and Pricing Card