

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

Order Form

CALL-OFF REFERENCE: SR1148381184

THE BUYER: His Majesties Revenue & Customs

BUYER ADDRESS HM REVENUE AND CUSTOMS,
Trinity Bridge House
Salford
Manchester
M3 5BS

THE SUPPLIER: Burges Salmon LLP

SUPPLIER ADDRESS: One Glass Wharf,
Bristol,
BS2 0ZX

REGISTRATION NUMBER: OC307212

DUNS NUMBER: 738152433

SID4GOV ID:

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 31/10/2022. 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(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 6 (Key Subcontractors)
 - Joint Schedule 7 (Financial Difficulties)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Call-Off Schedules for RM6179
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)
 - 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 13 (Implementation Plan and Testing)
 - Call-Off Schedule 14 (Service Levels)
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - Call-Off Schedule 16 (Benchmarking)
 - Call-Off Schedule 17 (MOD Terms)
 - Call-Off Schedule 18 (Background Checks)
 - Call-Off Schedule 19 (Scottish Law)
 - Call-Off Schedule 20 (Call-Off Specification)
 - Call-off Schedule 21 (Northern Ireland Law)
 - Call-Off Schedule 23 (HMRC Terms)
 - Call-Off Schedule 24 (Special Schedule)
 - Call-Off Schedule 25 (Secondment 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

The Supplier has numerous clients that rely upon it for general representation. The Supplier advises clients in matters arising under the laws of: one or more of the constituent parts of the United Kingdom, the European Union, a Member State of the European Union, the WTO, other international trade and/or investment agreements, or public international law generally. As a result, without advance conflicts waivers from Supplier clients, conflicts of interest could arise that could deprive either the Buyer or other Supplier clients of the right to select the Supplier as counsel.

In light of the foregoing, other current or future clients of the Supplier including those identified in the preceding paragraph (collectively, the "Other Clients") may ask the Supplier to represent them in matters (including litigation) that are adverse to the Buyer but that are not substantially related to the Supplier's representation of the Buyer. If the Supplier is not representing the Buyer in such a matter, and the matter in which the Buyer and the Other Client have adverse interests is not substantially related to our current or past representation of the Buyer, then:

1. the Buyer agrees that the Supplier may represent such Other Client to the extent and provided that the matter is and remains not substantially related to the Supplier's representation of the Buyer;
2. the Buyer agrees that it will not seek to disqualify or otherwise prevent the Supplier from representing such Other Client,

provided that any Confidential Information and Personal Data held by lawyers of the Supplier that assisted the Buyer in this matter is kept confidential, in the case of Confidential Information, and Processed, in the case of Personal Data, in accordance with Clauses 14 and 15 of the Core Terms, respectively.

The Buyer acknowledges that it has had an opportunity to consult with other counsel (in-house or otherwise) before agreeing to this waiver.

CALL-OFF START DATE: **7th November 2022**

CALL-OFF EXPIRY DATE: **6th November 2026**

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CALL-OFF INITIAL PERIOD: 4 (four) Years, 0 (zero) Months

CALL-OFF OPTIONAL EXTENSION PERIOD 1 (one) Year

WORKING DAY

Means any day other than a Saturday, Sunday or public holiday in England and Wales, and "Working Days" shall be construed accordingly.

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

Special Term 1 above deals with the management of conflict of interest.

CONFIDENTIALITY

N/A

IPR

Clause 9 (2) of the Core Terms does not apply to the outputs from Deliverables under this Call-Off Contract. IPRs in the outputs from the Deliverables created under this Call-Off Contract are assigned 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. For the purposes of Clause 11.2 of the Core Terms (as amended by the Framework Special Terms), the Supplier's liability for any damages, costs, claims, expenses, interest or other liability arising out of the performance or non-performance by the Supplier (or by any person for whom the Supplier may be liable vicariously) of its obligations under this Call-Off Contract (whether by virtue of negligence or otherwise) shall be limited to £10 million per claim. When considering what may be regarded as one claim for the purposes of this limit of liability all claims against the Supplier arising from one act or omission, one series of related acts or omissions, the same act or omission in a series of related matters or transactions, similar acts or omissions in a series of related matters or transactions and all claims against the Supplier arising from one matter or transaction will be regarded as one claim.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is **£50,000.00**

CALL-OFF CHARGES

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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.

Volume Threshold (Spend)	£1m and above, up to a maximum of £2,499,999.99	£2.5m and above, up to a maximum of £4,999,999.99	£5m and above
Burges Salmon LLP			

REIMBURSABLE EXPENSES

None

DISBURSEMENTS

Payable

ADDITIONAL TRAINING CHARGE

None

SECONDMENT CHARGE

If a Secondment requirement arises during the Contract Period, the Variation Procedure and Joint Schedule 2 (Variations) will be used to determine and agree any applicable charges

PAYMENT METHOD

HMRC use an e-Trading Portal MyBuy (provided by SAP Ariba) to manage all ongoing financial transactions with its suppliers.

BUYER'S INVOICING ADDRESS:

HMRC Financial Shared Services

Accounts Payable

BUYER'S AUTHORISED REPRESENTATIVE

BUYER'S ENVIRONMENTAL POLICY



Framework Ref: RM6179

Project Version: v1.0

Model Version: v3.7

BUYER'S SECURITY POLICY
Appended at Call-Off Schedule 9

BUYER'S ICT POLICY
Appended at Call-Off Schedule 9

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

SUPPLIER'S CONTRACT MANAGER

[REDACTED]

PROGRESS REPORT
See Annex A in Call-Off Schedule 1

PROGRESS REPORT FREQUENCY
See Annex A in Call-Off Schedule 1 Transparency Reports

PROGRESS MEETINGS AND PROGRESS MEETING FREQUENCY
See Call-off Schedule 15 Call-off Contract Management

KEY STAFF

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

KEY SUBCONTRACTOR(S)

Not Applicable

COMMERCIALLY SENSITIVE INFORMATION

We regard information about our pricing and fees as commercially sensitive.

SERVICE CREDITS

Service Credits will accrue in accordance with Call-Off Schedule 14 (Service Levels).

[REDACTED]

[REDACTED]

A Critical Service Level Failure: shall include any Critical KPI's as specified by the Buyer in excess of more than three (3) times in any consecutive period OR any four (4) individual Critical KPI failures in any six (6) month period. Failure to meet Milestones in accordance with the Implementation plan and/or further failure after implementing a rectification plan will be considered a Critical Service Level Failure.

ADDITIONAL INSURANCES

Insurances required in accordance with Joint Schedule 3 (Insurance Requirements)

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 Joint Schedule 5 (Corporate Social Responsibility).

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For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:		Role:	
Date:		Date:	