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

**Order Form**

CALL-OFF REFERENCE: **712971450**

THE BUYER: **E Harding**

BUYER ADDRESS Rm 18, Innsworth House, Imjin Bks, Innsworth, Gloucester, GL3 1HW

THE SUPPLIER: Mills Reeve LLP

SUPPLIER ADDRESS:1 Circle Square, 3 Symphony Park, M1 7FS

REGISTRATION NUMBER:OC326165

REGISTERED OFFICE ADDRESS: 24 King William Street, London, United Kingdom, EC4R 9AT

DUNS NUMBER: 219268914

SID4GOV ID:To be advised

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 7 July 2025.

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 Call-Off reference number 712971450
	+ 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 17 (MOD Terms)
	+ Call-Off Schedule 20 (Call-Off Specification)
	+ Call-Off Schedule 24 (Special Schedule)
1. CCS Core Terms (version 3.0.11)
2. 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:

CALL-OFF START DATE: 7 Jul 2025

CALL-OFF EXPIRY DATE: 30 Nov 2027

CALL-OFF INITIAL PERIOD: 2 Years and 4 Months

WORKING DAY

Monday to Friday

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

If the Authority share the name of an individual regarding a case and any of the Supplier’s staff have a connection to the individual the Supplier is to inform the Authority of the connection straight away.

CONFIDENTIALITY

The details concerning any case are considered confidential and should be treated as such.

IPR

No special IPR clauses are included.

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£25,000.

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 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

Recoverable as stated in the Framework Contract

DISBURSEMENTS

Payable

ADDITIONAL TRAINING CHARGE

SECONDMENT CHARGE

Secondment charges if the requirement is known. If a Secondee requirement arises during the Contract Period, it can be dealt with using the Variation Procedure and Joint Schedule 2 (Variations).

PAYMENT METHOD

Payment will be made using the MOD’s Contracting, Purchasing and Finance (CP&F) tool where the supplier will be required to have an Exostar Account to receive electronic Purchase Orders and create electronic Invoices. Payment will be monthly in arears.

BUYER’S INVOICING ADDRESS:

Invoices will be raised and submitted electronically using Exostar, details will be provided when this Call-Off Order is executed.

BUYER’S AUTHORISED REPRESENTATIVE

Liz Harding

Head Office Commercial – BP4-1b -Commercial Officer

Elizabeth.Harding784@mod.gov.uk

HO Commercial, Innsworth House, Imjin Bks, Gloucester, GL3 1HW

BUYER’S ENVIRONMENTAL POLICY

Not applicable.

BUYER’S SECURITY POLICY

Cyber risk has been considered and in accordance with the Cyber Security Model resulted in a Cyber Risk Profile of Not Applicable.

BUYER’S ICT POLICY

Not applicable.

SUPPLIER’S AUTHORISED REPRESENTATIVES

C Noel

Partner

Email address

Mills & Reeve LLP, 1 Circle Square, 3 Symphony Park, Manchester M1 7FS

L Brown

Partner

Email address

Mills & Reeve LLP, Botanic House, 100 Hills Road, Cambridge CB2 1PH

SUPPLIER’S CONTRACT MANAGER

K Calder

Partner

Email address

Mills & Reeve LLP, Botanic House, 100 Hills Road, Cambridge CB2 1PH

PROGRESS REPORT

Not applicable.

PROGRESS REPORT FREQUENCY

Not applicable.

PROGRESS MEETINGS AND PROGRESS MEETING FREQUENCY

Ad-hoc progress and case meetings as requested by either party.

KEY STAFF

Not applicable

KEY SUBCONTRACTOR(S)

Not Applicable

COMMERCIALLY SENSITIVE INFORMATION

Not applicable as per Joint Schedule 4 – commercially sensitive information.

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: |  | Signature: |  |
| Name: |  | Name: | E Harding |
| Role: |  | Role: | Commercial Officer |
| Date: |  | Date: | 14 Jul 2025 |

**Call-Off Schedule 1 (Transparency Reports)**

1.1 The Supplier recognises that the Buyer is subject to PPN 01/17 (Updates to transparency principles v1.1 (<https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles>). The Supplier shall comply with the provisions of this Schedule in order to assist the Buyer with its compliance with its obligations under that PPN.

1.2 Without prejudice to the Supplier's reporting requirements set out in the Framework Contract, within three (3) Months of the Start Date the Supplier shall submit to the Buyer for Approval (such Approval not to be unreasonably withheld or delayed) draft Transparency Reports consistent with the content requirements and format set out in the Annex of this Schedule.

1.3 If the Buyer rejects any proposed Transparency Report submitted by the Supplier, the Supplier shall submit a revised version of the relevant report for further Approval within five (5) days of receipt of any notice of rejection, taking account of any recommendations for revision and improvement to the report provided by the Buyer. If the Parties fail to agree on a draft Transparency Report the Buyer shall determine what should be included. Any other disagreement in connection with Transparency Reports shall be treated as a Dispute.

1.4 The Supplier shall provide accurate and up-to-date versions of each Transparency Report to the Buyer at the frequency referred to in the Annex of this Schedule.

**Annex A: List of Transparency Reports**

|  |  |  |  |
| --- | --- | --- | --- |
| **Title**  | **Content**  | **Format**  | **Frequency**  |
| Performance management | The number of cases assigned and completed | Case numberDate case assigned.Date case completed | 6 monthly from start of contract |

**Call-Off Schedule 5 (Pricing Details)**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Item | Grade | Rate | Yr 1 Price - Jul 25 to 31 Mar 26 (in £s ex VAT) | Yr 2 Price -1 Apr 26 to 31 Mar 27 (in £s ex VAT) | Yr 3 Price – 1 Apr 27 to 30 Nov 27 (in £s ex VAT) |
| 1 | Partner | Hourly Rate |  |  |  |
| 2 | Legal Director/Counsel or equivalent | Hourly Rate |  |  |  |
| 3 | Senior Solicitor, Senior Associate | Hourly Rate |  |  |  |
| 4 | Solicitor, Associate | Hourly Rate |  |  |  |
| 5 | Newly Qualified Solicitor/ Associate, Junior Solicitor/Associate | Hourly Rate |  |  |  |
| 6 | Trainee | Hourly Rate |  |  |  |
| 7 | Paralegal, Legal Assistant | Hourly Rate |  |  |  |
| 8 | Legal Project Manager | Hourly Rate |  |  |  |

**Call-Off Schedule 17 (MOD Terms)**

1. **Definitions**
	1. In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

|  |  |
| --- | --- |
| **"MOD Terms and Conditions"** | the terms and conditions listed in this Schedule; |
| **"MOD Site"** | shall include any of Her Majesty's Ships or Vessels and Service Stations; |
| **"Officer in charge"** | shall include Officers Commanding Service Stations, Ships' Masters or Senior Officers, and Officers superintending Government Establishments; |

1. **Access to MOD sites**
	1. The Buyer shall issue passes for those representatives of the Supplier who are approved for admission to the MOD Site and a representative shall not be admitted unless in possession of such a pass. Passes shall remain the property of the Buyer and shall be surrendered on demand or on completion of the supply of the Deliverables.
	2. The Supplier's representatives when employed within the boundaries of a MOD Site, shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force for the time being for the conduct of staff at that MOD Site. When on board ship, compliance shall be with the Ship's Regulations as interpreted by the Officer in charge. Details of such rules, regulations and requirements shall be provided, on request, by the Officer in charge.
	3. The Supplier shall be responsible for the living accommodation and maintenance of its representatives while they are employed at a MOD Site. Sleeping accommodation and messing facilities, if required, may be provided by the Buyer wherever possible, at the discretion of the Officer in charge, at a cost fixed in accordance with current Ministry of Defence regulations. At MOD Sites overseas, accommodation and messing facilities, if required, shall be provided wherever possible. The status to be accorded to the Supplier's staff for messing purposes shall be at the discretion of the Officer in charge who shall, wherever possible give his decision before the commencement of this Contract where so asked by the Supplier. When sleeping accommodation and messing facilities are not available, a certificate to this effect may be required by the Buyer and shall be obtained by the Supplier from the Officer in charge. Such certificate shall be presented to the Buyer with other evidence relating to the costs of this Contract.
	4. Where the Supplier's representatives are required by this Contract to join or visit a Site overseas, transport between the United Kingdom and the place of duty (but excluding transport within the United Kingdom) shall be provided for them free of charge by the Ministry of Defence whenever possible, normally by Royal Air Force or by MOD chartered aircraft. The Supplier shall make such arrangements through the Technical Branch named for this purpose in the Buyer Contract Details. When such transport is not available within a reasonable time, or in circumstances where the Supplier wishes its representatives to accompany material for installation which it is to arrange to be delivered, the Supplier shall make its own transport arrangements. The Buyer shall reimburse the Supplier's reasonable costs for such transport of its representatives on presentation of evidence supporting the use of alternative transport and of the costs involved. Transport of the Supplier's representatives locally overseas which is necessary for the purpose of this Contract shall be provided wherever possible by the Ministry of Defence, or by the Officer in charge and, where so provided, shall be free of charge.
	5. Out-patient medical treatment given to the Supplier's representatives by a Service Medical Officer or other Government Medical Officer at a Site overseas shall be free of charge. Treatment in a Service hospital or medical centre, dental treatment, the provision of dentures or spectacles, conveyance to and from a hospital, medical centre or surgery not within the Site and transportation of the Supplier's representatives back to the United Kingdom, or elsewhere, for medical reasons, shall be charged to the Supplier at rates fixed in accordance with current Ministry of Defence regulations.
	6. Accidents to the Supplier's representatives which ordinarily require to be reported in accordance with Health and Safety at Work etc. Act 1974, shall be reported to the Officer in charge so that the Inspector of Factories may be informed.
	7. No assistance from public funds, and no messing facilities, accommodation or transport overseas shall be provided for dependants or members of the families of the Supplier's representatives. Medical or necessary dental treatment may, however, be provided for dependants or members of families on repayment at current Ministry of Defence rates.
	8. The Supplier shall, wherever possible, arrange for funds to be provided to its representatives overseas through normal banking channels (e.g. by travellers' cheques). If banking or other suitable facilities are not available, the Buyer shall, upon request by the Supplier and subject to any limitation required by the Supplier, make arrangements for payments, converted at the prevailing rate of exchange (where applicable), to be made at the Site to which the Supplier's representatives are attached. All such advances made by the Buyer shall be recovered from the Supplier.

# DEFCONS and DEFFORMS

## The DEFCONS and DEFORMS listed in Annex 1 to this Schedule are incorporated into this Contract.

## Where a DEFCON or DEFORM is updated or replaced the reference shall be taken as referring to the updated or replacement DEFCON or DEFORM from time to time.

## In the event of a conflict between any DEFCONs and DEFFORMS listed in the Order Form and the other terms in a Call Off Contract, the DEFCONs and DEFFORMS shall prevail.

# Authorisation by the Crown for use of third party intellectual property rights

## Notwithstanding any other provisions of the Call Off Contract and for the avoidance of doubt, award of the Call Off Contract by the Buyer and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Supplier acknowledges that any such authorisation by the Buyer under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific intellectual property involved.

**ANNEX 1 - DEFCONS & DEFFORMS**

The full text of Defence Conditions (DEFCONs) and Defence Forms (DEFFORMS) are available electronically via <https://www.gov.uk/guidance/knowledge-in-defence-kid>.

The following MOD DEFCONs and DEFFORMs form part of this contract:

DEFCONs

|  |  |  |
| --- | --- | --- |
| **DEFCON No** | **Version** | **Description** |
| 5J | 11/16 | Unique Identifiers |
| 522 | 11/21 | Payment and recovery of Sums Due |
| 532A | 05/22 | Protection of Personal Data (Where Personal data is not being processed on behalf of the Authority) |

DEFFORMs (Ministry of Defence Forms)

|  |  |  |
| --- | --- | --- |
| **DEFFORM No** | **Version** | **Description** |
|  |  |  |

**Call-Off Specification**

**MOD**

**Call-Off Reference - 712971450**

**Joint Casualty & Compassionate Centre**

**Legal Assistance supporting Ministry of Defence’s Post Death Actions**

**STATEMENT OF REQUIREMENT**

**Background**

1. The Authority, the Joint Casualty Compassionate Centre (JCCC), is an element of Defence Business Services (DBS), the Ministry of Defence (MoD). The Authority provides a single focal point for the administration of all Service casualty and compassionate casework and works closely with the single Service welfare organisations to ensure that the best possible service is provided to Armed Forces personnel and their dependants.
2. JCCC is responsible for the following post-death actions on behalf of the MoD:
	1. Paying all MoD monies to the Deceased’s Estate (DE);
	2. Returning the deceased’s property held on MoD establishments back to the legally entitled recipient;
	3. Assisting with a military funeral, if that option is taken by the bereaved family. This will involve releasing ‘grants’ to the family before the event.
	4. Co-ordinating emotional and practical support through a military Visiting Officer (VO) who will be attached to the family (until the Coroners Inquiry).
	5. Offering, and then maintaining, military memorials to be inscribed and fixed in the location requested by the bereaved family.
	6. Follow the deceased instructions on the military elements covered in the MoD Service Will.
3. JCCC provides direction and guidance to the Armed Forces on all casualty and

compassionate cases and ensures uniformity by following a tri-service policy document: Joint Service Publication 751 – Management of the Casualty. JCCC is not the MoD’s policy owner but regularly inputs to the amendments to the publication.

1. JCCC is also a key player in maintaining the status of the Service Will (MoD Form 106),

a simple 2 page document that is offered to all Armed Forces Personnel.

**Key Requirements**

1. The Contractor **must** be registered with the Solicitors Regulation Authority (SRA).
2. Service Personnel and their families reside throughout the UK and therefore knowledge of the law in England and Wales, Scotland and Northern Ireland will be required for all requirements.

Beyond this, there are three main areas of requirement:

1. To undertake an initial review of the JSP Policy on Post-Death actions, including a

review of current practice and documentation used by the JCCC, checking for validity, accuracy and legality. These documents/practices will include, but are not limited to:

* 1. MoD Form 106 (Service Will)
	2. Letters of Delegation
	3. Form of Delegation
	4. As part of this the Contractor will be expected to be able to advise on improvements or changes to documents etc. where they are needed. Advice on making these documents more clearly understandable by Service Personnel and families would also be valuable.
	5. The Contractor will be expected to be able to highlight the differences between the law in England and Wales, Scotland and Northern Ireland as relates to these documents and draft a simple document illustrating under what circumstances each should be applied.
1. To produce easy-to-use advice on some specific legal questions which have already been identified:
	1. Advice on Probate Applications;
	2. Advice on the ability to waive probate if not required for any other Financial Institutions;
	3. Advice on the level of authority to release money with estates < or > £15k, as MOD currently has a financial limit to release money of up to £15k (includes the wider estate) without the need for probate;
	4. Advice on how to deal with Personal Representatives (PRs) who do not appear to be of sound mind;
	5. Guidance on dealing with familial conflicts – e.g. separated parents who are ‘at war’ with one another – our current advice to them is to seek their own legal advice – is there a better response?;
	6. Advice on Guardianship of children in intestacy cases or in the case of contested wills;
	7. Advice on who is legally allowed to direct how a funeral is conducted;
	8. Who MoD should liaise with (in each case of a casualty who has a Service Will / has a Private Will / has no Will) as regards:
		1. Notification;
		2. Arranging a funeral;
		3. Release of Money.
	9. When can information be shared on PAL (PAX) Insurance companies who are accredited by the MoD, but outside the sphere of current shared knowledge.
2. To provide an ad-hoc advisory service to the JCCC. This may include, but is not

limited to:

* 1. Answering specific case enquiries by telephone or email, in some case this may be required urgently, within 2 working days;
	2. Attending complex case conferences;
	3. Checking and providing input on documentation as related to a specific case;
	4. Providing legal input to:
		1. Freedom of Information requests;
		2. Parliamentary Questions;
		3. Ministerial Correspondence.
1. To provide an on-going legal support role to the JCCC. This may include, but is not

limited to:

* 1. Advising on the development of new forms, documents or processes as the need for such presents itself;
	2. Providing information about changes to the law which might affect forms, documents or processes used by the JCCC;
	3. Providing support in developing and maintaining policy as regards post-death administration actions provided by the JCCC.
1. To provide on-going legal support to a Ministry of Defence wide project on reviewing what Next of Kin means to family members and what legal steps we are required to take in effectively managing casualties from Day One of joining the Armed Forces.
2. A Tasking Order template can be found below in Annex A to this Schedule 20.

**Annex A**

**JOINT CASUALTY AND COMPASSIONATE CENTRE**

**LEGAL SERVICES TASKING ORDER**

**ORDER NUMBER: 712971450/XXX**

To: From: JCCC

(The Contractor) (The Authority)

Attn: Contact:

By Email: Email: @mod.gov.uk

1. STATEMENT OF REQUIREMENT

The Authority requests the Contractor to undertake the following services:

|  |
| --- |
| To supply specialist legal advice not covered by Government Legal services. This includes the provision of professional services and guidance on family and intestacy law to assist DBS to deliver correct post death actions following the death of a Service person. This may include matters relating to the legality of wills, estates, parentage, legal next of kin, funerals and memorialisation. In addition, the contractor asked to provide general legal advice to inform DBS policy. **Scope , including (but not limited to):*** Guidance relating to specific JCCC Post Death Administration cases.
* Advice on legality of wills.
* Advice/guidance relating to policy.
* Validate the current Service Will MoD Form 106 and 106A including instructions and guidance notes issued to service persons.
* Any other legal advice pertaining to Post Death Actions as and when required.

**Taskings:****Requirement:**Initial scoping by telephone/email, final written response detailing points of law and recommendations to support MoD requirements, including supporting evidence of the time spent by Counsel A, B or C for each case.  |

|  |  |  |  |
| --- | --- | --- | --- |
| Item No | Description | Quantity | Price – As per **712971450** Schedule 2 |
| ? | Cost to supply specific points of law and recommendations –Grade(s) | ? | £? |
| ? | Attendance notes/conversations. Grade(s) | ? | £ ? |
| Total:  |

Time frame for responses:

The Authority requires a response by Date: Click or tap to enter a date. (If applicable)

The Contractor estimates a response will be available Date: Click or tap to enter a date.

1. PRICE

Firm pricing in accordance with 702242451 Schedule 2 – Schedule of Requirements.

1. Authority Tasking Authorisation

Name: Enter Name

Post: Enter Post

Date: Click or tap to enter a date.

Contact Tel Number:

1. ACKNOWLEDGEMENT BY SUPPLIER

Name: Enter Name

Post: Enter Post

Date: Click or tap to enter a date.

Contact Tel Number: Click or tap here to enter text.

**Call-Off Schedule 24 (Special Schedule)**

**LEGAL SERVICES CONTRACT**

Where the Services provided under a Call-Off Contract include Legal Services, the following provisions shall apply: -

**The Core Terms shall be amended as follows: -**

**3.1 All 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;

(b) Call-Off Schedule 24 (Special Schedule); and/or

(c) any of the requirements in Clause 3.1.1;

and shall comply with the Buyer’s decision on the resolution of any such conflict.

**9. Intellectual Property Rights (IPRs)**

* 1. Subject to Clause 9.2, each Party keeps ownership of its own Existing IPRs.

9.2 Unless otherwise provided in the Order Form:

1. 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
2. the Supplier gives the Buyer a non-exclusive, perpetual, royalty-free, irrevocable, transferrable worldwide licence to use, change and sub-licence Supplier’s Existing IPR to enable it to both:
3. 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 incurred as a result.

9.6 If an IPR Claim is made: -

1. 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: -
2. consult CCS and the Buyer on all substantive issues which arise during the conduct of such litigation and negotiations;
3. take due and proper account of the interests of the CCS and the Buyer;
4. 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
5. not settle or compromise the IPR Claim without the prior written approval of the Buyer (not to be unreasonably withheld or delayed).
6. or anticipated the Supplier must at its own expense and the Buyer’s sole option, either:
7. obtain for CCS and the Buyer the rights in Clause 9.1 and 9.2 without infringing any third party IPR; or
8. 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 obligations 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:

1. rights and remedies that a complainant may have at Law (including under a Contract), and
2. 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.