

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

## Order Form

CALL-OFF REFERENCE:	<b>PS25042 – Legal Fees / Employment Tribunal Claim</b>
THE BUYER:	<b>UK Research and Innovation (UKRI), Innovate UK</b>
BUYER ADDRESS	Polaris House, North Star Avenue, Swindon, SN2 1FF
THE SUPPLIER:	<b>TLT LLP</b>
SUPPLIER ADDRESS:	One Redcliff Street, Bristol, BS1 6TP
REGISTRATION NUMBER:	OC308658
DUNS NUMBER:	
SID4GOV ID:	N/A

### APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated Monday, 3<sup>rd</sup> March 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**

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**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 10 (Rectification Plan)
    - Joint Schedule 11 (Processing Data)
  - Call-Off Schedules for PS25042
    - Call-Off Schedule 2 (Staff Transfer)
    - 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: See Call Off Schedule 24

CALL-OFF START DATE:	Thursday, 13 <sup>th</sup> March 2025
CALL-OFF EXPIRY DATE:	Friday, 11 <sup>th</sup> September 2026
CALL-OFF INITIAL PERIOD:	18 Months

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**CALL-OFF DELIVERABLES**

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

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).

**MANAGEMENT OF CONFLICT OF INTEREST**

Not used

**CONFIDENTIALITY**

Not used

**IPR**

Clause 9 (IPRs) assigns all IPRs in the outputs from the Deliverables to the Supplier, with a licence from the Supplier to the Buyer to use, transfer and sub-licence such rights.

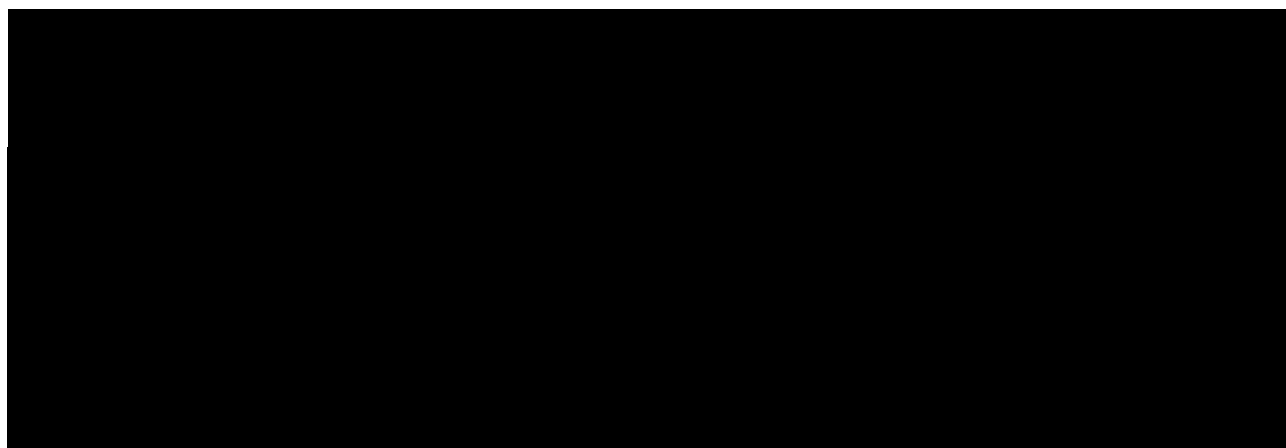
**MAXIMUM LIABILITY**

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.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £40,000.00 ex VAT.

**CALL-OFF CHARGES**

Capped Price for the Contract is £40,000.00 ex VAT.



The Charges will not be impacted by any change to the Framework Prices. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of:

- Specific Change in Law

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Project Version: v1.0  
Model Version: v3.7

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**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**

Not Payable

**ADDITIONAL TRAINING CHARGE**

Not applicable

**SECONDMENT CHARGE**

Not applicable

**PAYMENT METHOD**

The Supplier shall submit an invoice within 28 days of supplying the Supplies and or performing Services to the satisfaction of the Contracting Authority. The invoice shall show the amount of VAT payable and bear the Purchase Order number. Save where an invoice is disputed, the Contracting Authority shall pay the Contractor within 30 days of receipt of an invoice via BACS payment.

If you have a query regarding an outstanding payment please contact our accounts payable section either by email to [accounts@iuk.ukri.org](mailto:accounts@iuk.ukri.org) or by telephone 01793-867004 between 09:00 and 17:00 Monday to Friday.

The Supplier must facilitate payment by the Buyer of the Charges under a Call-Off Contract under any method agreed with the Buyer in the Order Form.

The Supplier must facilitate a change of payment method during the term of any Call-Off Contract.

The Supplier shall not charge the Buyer for a change in payment method during the term of the Call-off Contract

**BUYER'S INVOICING ADDRESS:**

All invoices should be sent to [accounts@iuk.ukri.org](mailto:accounts@iuk.ukri.org) , Innovate UK, Polaris House, North Star Avenue, Swindon, Wiltshire SN2 1FL.

**BUYER'S AUTHORISED REPRESENTATIVE**

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**BUYER'S ENVIRONMENTAL POLICY**

Available online at: [Environmental sustainability – UKRI](#)

**BUYER'S SECURITY POLICY**

Available online at: [Policies, standards and data – UKRI](#)

**SUPPLIER'S AUTHORISED REPRESENTATIVE**



**SUPPLIER'S CONTRACT MANAGER**



**PROGRESS REPORT**

As required for the project

**PROGRESS REPORT FREQUENCY**

As required for the project

**PROGRESS MEETINGS AND PROGRESS MEETING FREQUENCY**

As required for the project

**KEY STAFF**

Not applicable

**KEY SUBCONTRACTOR(S)**

Not Applicable

**COMMERCIALLY SENSITIVE INFORMATION**

Not Applicable

**SERVICE CREDITS**

Not applicable

**ADDITIONAL INSURANCES**

Not applicable

**GUARANTEE**

Not applicable

**SOCIAL VALUE COMMITMENT**

Not applicable

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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:	