

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

Order Form

CALL-OFF REFERENCE: C2298

THE BUYER: The Minister for the Cabinet Office acting through the Cabinet Office and the Office for the Prime Minister

BUYER ADDRESS: 70 Whitehall, London, SW1A 2AS

THE SUPPLIER: Peters and Peters Solicitors LLP

SUPPLIER ADDRESS: 15 Fetter Lane, London, EC4A 1BW

REGISTRATION NUMBER: OC352134

ESTIMATED VALUE: Up to £112,700 (plus VAT) excluding disbursements

Up to £129,700 (plus VAT) including disbursements

BACKGROUND

This Order Form is for the provision of the Call-Off Deliverables and is dated 10 August 2022. Notwithstanding the fact that the Supplier is not a party to the Framework Contract with the reference number Legal Services Panel RM6179 for the provision of legal advice and services, the Parties have agreed to contract on near-identical terms in the interests of speed and convenience.

The Parties acknowledge and agree that the contract is for light touch services as defined in Schedule 3 of the Public Contract Regulations 2015 and that this Call-Off Contract is below the relevant threshold for light touch services as provided for in regulation 5 of the Public Contract Regulations 2015. Consequently, this Call-Off Contract has been directly awarded and has not been procured on the basis of the Call-Off Procedure.

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 Schedule 24 (Special Schedule)
2. Joint Schedule 1 (Definitions and Interpretations) RM6179
3. The following Schedules in equal order of precedence:
 - a. Joint Schedules for RM6178:
 - i. Joint Schedule 2 (Variation Form)
 - ii. Joint Schedule 3 (Insurance Requirements)
 - iii. Joint Schedule 10 (Rectification Plan)
 - iv. Joint Schedule 11 (Data Processing)
 - b. Call-Off Schedules:
 - i. Call-Off Schedule 1 (Transparency Reports) ii. Call-Off Schedule 2 (Staff Transfer)
 - ii. Call-Off Schedule 7 (Key Supplier Staff)
 - iii. Call-Off Schedule 9 (Security) – Part B will apply
4. CCS Core Terms (version 3.0.11)

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 following Clauses of the Core Terms shall be amended with additional wording underlined and deletions scored-through:

3.1.1 The Supplier must provide Deliverables: ...

(g) that comply with Law and Regulatory Compliance requirements.

3.3.8 The Supplier shall not:

(a) without the prior written consent of the Buyer, accept any commission, discount, allowance, direct or indirect payment, or any other consideration from any third party in connection with the provision of the Deliverables;

(b) pledge the credit of the Buyer in any way; or

(c) engage in any conduct which in the reasonable opinion of the Buyer is prejudicial to the Buyer or the Crown.

8.1 The Supplier warrants and represents that: ...

- (c) it is a legally valid and existing organisation, a partnership and/or incorporated, organised and subsisting in accordance with the laws in the place it was formed;

10.6.2 In addition to the consequences of termination listed in Clause 10.6.1, where the Relevant Authority terminated a Contract under Clause 10.4.1 the Supplier is also responsible for the Relevant Authority's reasonable costs and any additional expenditure incurred in procuring Replacement Deliverables for the rest of the Contract Period.

11.2 Subject to any applicable Regulatory Compliance requirements, eEach Party's total aggregate liability in each Contract Year under ~~each this~~ Call-Off Contract (whether in tort, contract or otherwise) is no more than £10 million

11.3 No Party is liable to the other for:

- (a) any indirect, consequential and special Losses;
- (b) loss of profits, turnover, savings (including anticipated savings), business opportunities or damage to goodwill (in each case whether direct or indirect).

11.4 The Supplier shall be liable for the following types of Loss which shall be regarded as direct and shall (without in any way, limiting other categories of Loss which may be recoverable by the Buyer) include:

- (a) any wasted expenditure or charges;
- (b) any additional operational and/or administrative costs and expenses incurred by the Relevant Authority, including costs relating to time spent by or on behalf of the Relevant Authority in dealing with the consequences of Supplier Defaults;
- (c) the additional cost of procuring, implementing or operating any alternative or Replacement Deliverables to the Deliverables which shall include any incremental costs associated with the replacement of such Deliverables above those which would have been payable under the Contract;
- (d) any compensation or interest paid to a third party by the Buyer;
- (e) any regulatory Losses or other losses incurred by the Buyer pursuant to the Law.

11.8 In spite of Clauses 11.1 and 11.2, the Supplier does not limit or exclude its liability for an indemnity given under Clauses 7.5, 8.3(b), 9.5, 12.2 or 31.3 or Call-Off Schedule 2 (Staff Transfer) of a Contract.

32.2 The Supplier must promptly notify and, and subject to Regulatory Compliance requirements, provide details to ~~CCS and each the~~ Buyer if a Conflict of Interest happens or is expected to happen and shall follow any direction made by the Buyer in respect of the proper management and mitigation of the same.

Special Term 2

The following Clauses of the Core Terms shall be deleted in their entirety:

2.1, 2.2, 2.3, 2.4 and 4.2

Special Term 3

The Parties agree that:

- any reference to CCS in the Contract shall be deleted and substituted with a reference to the Buyer alone; and
- CCS shall have no rights or obligations under the Contract.

Special Term 4

The Supplier must, throughout the Contract Period, identify new or potential improvements to the provision of the Deliverables with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables and their supply to the Buyer.

The Supplier must adopt a policy of continuous improvement in relation to the Deliverables, which must include regular reviews with the Buyer of the Deliverables and the way it provides them, with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables. The Supplier and the Buyer must provide each other with any information relevant to meeting this objective.

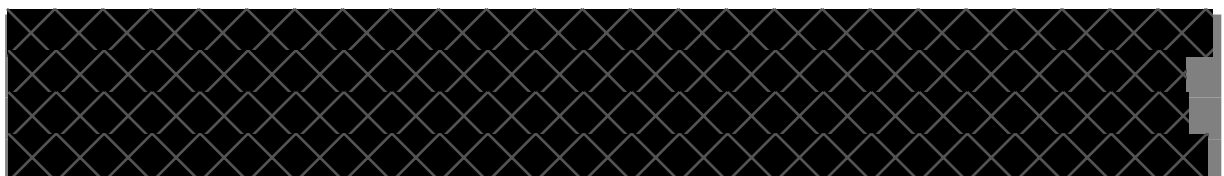
CALL-OFF START DATE: 10 August 2022

CALL-OFF EXPIRY DATE: 16 December 2022

CALL-OFF INITIAL PERIOD: 4 calendar months and 6 calendar days

CALL-OFF DELIVERABLES

Scope of work



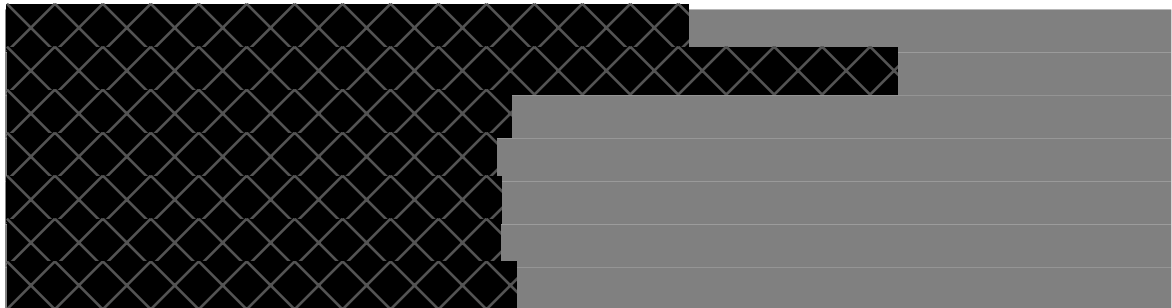
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CONFIDENTIALITY AND SECURITY

The Parties agree and acknowledge that the Deliverables are legally privileged and confidential. In order for the Supplier to communicate with, take instructions from and provide advice to the Buyer efficiently, the Buyer has authorised only the following individuals to give instructions on the Buyer's behalf:

[REDACTED]

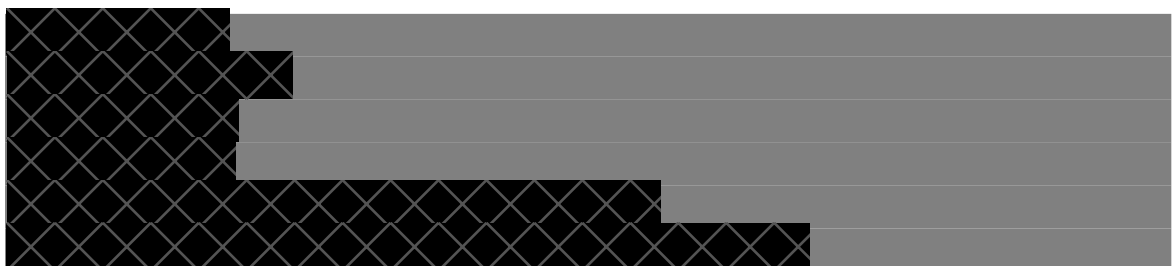
In addition to the individuals listed above, the Buyer has also authorised the following individuals/units to receive and review the Deliverables:



The Buyer may update the list of individuals authorised to instruct the Supplier and the list of individuals/units authorised to view the Deliverables from time to time by providing email notification to the Supplier.

The Supplier acknowledges and agrees that, at the Buyer's discretion, certain document will only be made available in specified locations within government buildings and the Supplier will be required to physically attend such buildings to view such documents.

The Supplier shall ensure that Government Data is made available only to, and is accessible only by, the Supplier Staff specified below:




MAXIMUM LIABILITY

As specified in clause 11.2 of the Core Terms as amended by Special Term 1, subject to any applicable Regulatory Compliance requirements and the remainder of clause 11 of the Core Terms, the Supplier's maximum liability per Contract Year is £10,000,000 (ten million).

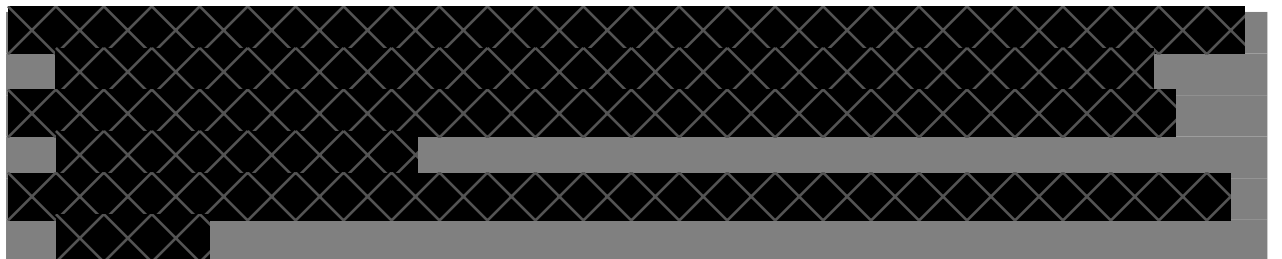
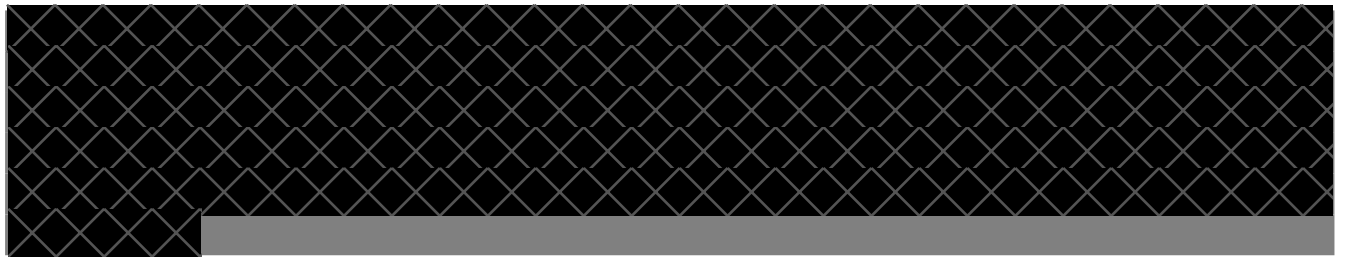
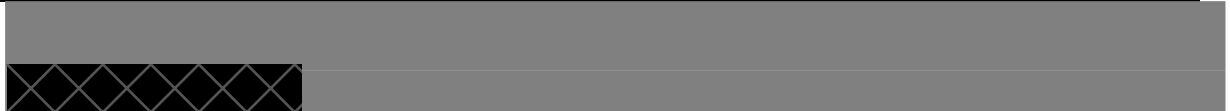
For the purposes of clause 11.6 of the Core Terms the Data Protection Liability Cap shall be £10,000,000 (ten million).

CALL-OFF CHARGES



	
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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

PAYMENT METHOD

[REDACTED]

The payment method for this Contract is BACS

The payment profile for this Contract is monthly in arrears.

BUYER'S INVOICING ADDRESS:

[REDACTED]

[REDACTED]

[REDACTED]


[REDACTED]

[REDACTED]

[REDACTED]

BUYER'S SECURITY POLICY


To be provided to the Supplier after the Call-Off Start Date but which shall, as a minimum require the Supplier to:

- ensure that Government Data held electronically shall only be accessible by the Supplier Staff identified in this Order Form;
- ensure that any Government Data held in hard copy shall be stored in a secure, locked cabinet or document box within secure Supplier premises;
- ensure that whilst in transit Government Data is held in a secure and locked briefcase or document box; and
- in the event of a Breach of Security (within the meaning set out in Call-Off Schedule 9 (Security)), immediately inform 

BUYER'S ICT POLICY

Not applicable

SUPPLIER'S AUTHORISED REPRESENTATIVE



SUPPLIER'S CONTRACT MANAGER



KEY STAFF



KEY SUBCONTRACTOR(S)

Not applicable

COMMERCIALLY SENSITIVE INFORMATION

Not applicable

SERVICE CREDITS

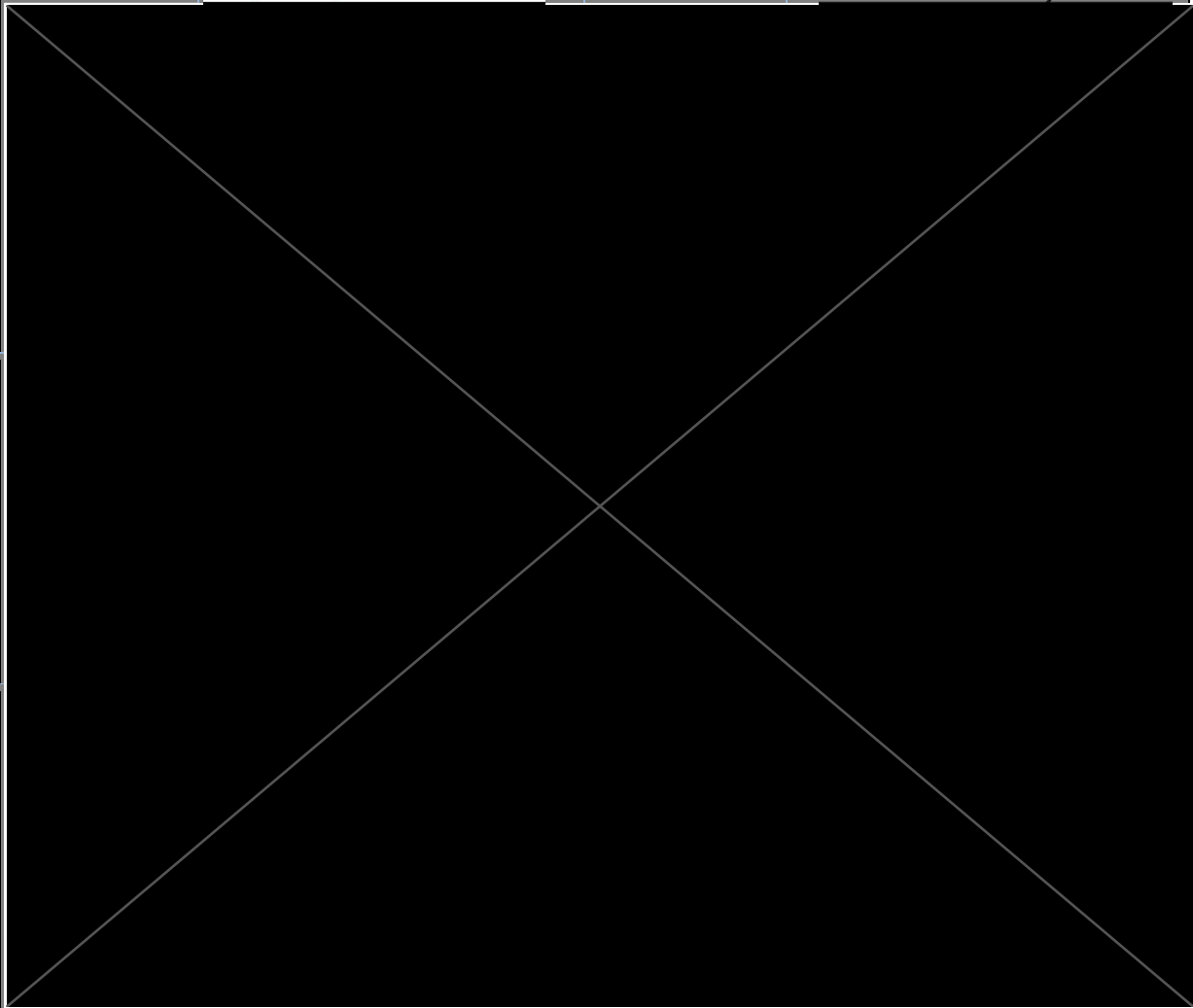
Not applicable

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

For and on behalf of the Supplier:	For and on behalf of the Buyer:
	

Date:	23.08.22	Date:	22.08.22
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