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

**Order Form**

CALL-OFF REFERENCE: CCLL22A05 - The Provision of Ad-Hoc Commercial Legal Support for GLD

THE BUYER: Government Legal Department

BUYER ADDRESS 102 Petty France, London, SW1H 9AJ

THE SUPPLIER: TLT LLP

SUPPLIER ADDRESS:One Redcliff Street, Bristol, BS1 6TP

REGISTRATION NUMBER:OC308658

DUNS NUMBER: 739281603

SID4GOV ID:N/A

**APPLICABLE FRAMEWORK CONTRACT**

This Order Form is for the provision of the Call-Off Deliverables and dated 26/09/2022.

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. Call-Off Schedule 20 (Call-Off Specification)
4. Framework Special Terms
5. 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)
  + Joint Schedule 6 (Key Sub-contractors)

* Call-Off Schedules for the Provision of Ad-Hoc Commercial Legal Support for GLD
  + 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 7 (Key Supplier Staff)
  + Call-Off Schedule 9 (Security)
  + Call-Off Schedule 10 (Exit Management)
  + Call-Off Schedule 12 (Clustering)
  + Call-Off Schedule 14 (Service Levels)
  + 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**

Not applicable

CALL-OFF START DATE: 30/09/2022

CALL-OFF EXPIRY DATE: 29/09/2024

Extension option for up to one (1) year. No new instructions will be awarded after the maximum three (3) year term although existing matters may be permitted to conclude in accordance with the terms of the contract and subject to the overarching terms of RM6179.

**WORKING DAY**

For the purposes of this Call-Off Contract, “**Working Day**” shall mean any day, including Saturdays and Sundays and public holidays.

**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**

Nothing additional to the CCS Core Terms (Version 3.0.11)

**CONFIDENTIALITY**

Nothing additional to the CCS Core Terms (Version 3.0.11)

**IPR**

Nothing additional to the CCS Core Terms (Version 3.0.11)

**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 **£2,000,000.**

**CALL-OFF CHARGES**

The Supplier shall charge for the Services at the rates set out in the table below:

|  |  |
| --- | --- |
| **Grade Title** | **Hourly Rate (£)** |
| Partner | **<REDACTED>** |
| Legal Director / Counsel | **<REDACTED>** |
| Senior Solicitor / Senior Associate | **<REDACTED>** |
| Solicitor / Associate | **<REDACTED>** |
| Newley Qualified /Junior Solicitor | **<REDACTED>** |
| Trainee | **<REDACTED>** |
| Paralegal / Legal Assistant | **<REDACTED>** |
| Legal Project Manager | **<REDACTED>** |

**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**

**<REDACTED>**

**DISBURSEMENTS**

**<REDACTED>**

**ADDITIONAL TRAINING CHARGE**

**<REDACTED>**

**SECONDMENT CHARGE**

**<REDACTED>**

**PAYMENT METHOD**

Payment by purchase order on receipt of valid invoice

|  |  |
| --- | --- |
| £ STERLING CLIENT ACCOUNT BANK | **<REDACTED>** |
| BANK BRANCH/ADDRESS | **<REDACTED>** |
| ACCOUNT NAME | **<REDACTED>** |
| SORT CODE | **<REDACTED>** |
| ACCOUNT NUMBER | **<REDACTED>** |
| SWIFT/BIC | **<REDACTED>** |
| IBAN | **<REDACTED>** |
| REFERENCE | **<REDACTED>** |

**BUYER’S INVOICING ADDRESS**:

**<REDACTED>**

Additional Customer Representatives may be notified to the Supplier in relation to each individual instruction as appropriate.

**BUYER’S AUTHORISED REPRESENTATIVE**

**<REDACTED>**

**BUYER’S ENVIRONMENTAL POLICY**

Available on request

**BUYER’S SECURITY POLICY**

Available on request

**BUYER’S ICT POLICY**

Available on request

**SUPPLIER’S AUTHORISED REPRESENTATIVE**

**<REDACTED>**

**SUPPLIER’S CONTRACT MANAGER**

**<REDACTED>**

**PROGRESS REPORT**

WIP required weekly.

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

**PROGRESS REPORT FREQUENCY**

The Supplier shall prepare progress reports on a weekly basis and provide them to the Buyer at a time to be agreed between the parties.

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

**PROGRESS MEETINGS AND PROGRESS MEETING FREQUENCY**

Review meetings shall take place monthly or as otherwise required by the Buyer representative or such other person nominated by the Buyer representative.

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

**KEY STAFF**

Not applicable

**KEY SUBCONTRACTOR(S)**

**<REDACTED>**

**COMMERCIALLY SENSITIVE INFORMATION**

**<REDACTED>**

**SERVICE CREDITS**

**<REDACTED>**

**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: | **<REDACTED>** | Signature: | **<REDACTED>** |
| Name: | **<REDACTED>** | Name: | **<REDACTED>** |
| Role: | **<REDACTED>** | Role: | **<REDACTED>** |
| Date: | **<REDACTED>** | Date: | **<REDACTED>** |