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

**Order Form**

CALL-OFF REFERENCE: 710007450

THE BUYER: Defence Infrastructure Organisation

BUYER ADDRESS Delancy Building, Marlborough Lines, Andover, Hampshire SP11 8HJ

THE SUPPLIER: Burges Salmon LLP

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

REGISTRATION NUMBER: **OC307212**

DUNS NUMBER: 738152433

SID4GOV ID: **Unknown**

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 4th December 2023.

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 710007450
  + Call-Off Schedule 1 (Transparency Reports)
  + Call-Off Schedule 2 (Staff Transfer)
  + Call-Off Schedule 3 (Continuous Improvement)
  + Call-Off Schedule 6 (ICT Services)
  + Call-Off Schedule 9 (Security)
  + Call-Off Schedule 16 (Benchmarking)
  + Call-Off Schedule 17 (MOD Terms)
  + Call-Off Schedule 18 (Background Checks)
  + Call-Off Schedule 20 (Call-Off Specification)
  + Call-Off Schedule 23 (HMRC Terms)
  + Call-Off Schedule 24 (Special Schedule)

1. CCS Core Terms (version 3.0.11)
2. Joint Schedule 5 (Corporate Social Responsibility)RM6179
3. Call-Off Schedule 4 (Call-Off Tender)
4. The additional terms added by Burges Salmon (highlighted in red)

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:

Please see Call Off Schedule 17 (MOD Terms)

Where the Services provided under the Call-Off Contract include Legal Services and Schedule 24 (Special Schedule) Legal Services Contract applies, in addition to the amendments set out in Schedule 24, the following amendments shall be deemed incorporated into Schedule 24:

34. Resolving Disputes Complaint Handling 34.10 The Supplier’s complaints handling procedure can be viewed here: https://www.burgessalmon.com/contact-us/complaints-handling-procedure. 34.11 The Supplier is not authorised by the Financial Conduct Authority (FCA). The Supplier is, however, included on the register maintained by the FCA so that it can carry on insurance distribution activity, which is broadly the advising on, selling and administration of insurance contracts. This part of the Supplier’s business is regulated by the Solicitors Regulation Authority and arrangements for complaints or redress are subject to the jurisdiction of the Legal Ombudsman. The register can be accessed at www.fca.org.uk/firms/financialservices-register

CALL-OFF START DATE: 8th January 2024

CALL-OFF EXPIRY DATE: 31 March 2025

CALL-OFF INITIAL PERIOD: 9 Months

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).

Please refer to the Statement of requirement for the full details on the expectations of the Supplier. The purpose of the contract is the procurement of Agricultural legal services for the following sites:

* Rugwood Farm
* Tree Farm and Monkton Barn Farm
* Priestwood Farm

MANAGEMENT OF CONFLICT OF INTEREST

We ask that any potential, actual or perceived conflicts of interest that is known by the supplier is brought to the Buyers attention along with any safeguarding and mitigating steps that would be put in place to prevent this risk during the delivery of the contract.

CONFIDENTIALITY

We can see no additional Confidentiality clauses are required.

IPR

Please refer to the Statement of Requirement, IPR section.

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 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.

CALL-OFF CHARGES

**Contract spend : £27,000 + VAT**

**This is the limit of expenditure for this requirement. If costs are going to be more than this, then approval will be required prior to continuing.**

The Supplier to provide the charges for the Deliverables, including pricing mechanism and unit on an:

* (a) Hourly Rate; (b) Capped Price; (c) Fixed Price; and/or (d) any combination of the above for the applicable grades being used, or (e) any other fee arrangement.

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

Electronic Via CP&F/ Exostar. Payment upon completion of contract.

BUYER’S INVOICING ADDRESS:

Defence Infrastructure Organisation, Swales Pavilion RAF Wyton, Huntingdon. PE28 2EA

BUYER’S AUTHORISED REPRESENTATIVE

As above

BUYER’S ENVIRONMENTAL POLICY

As outlined in [Management of environmental protection in defence (JSP 418) - GOV.UK (www.gov.uk)](https://www.gov.uk/government/publications/jsp-418-mod-corporate-environmental-protection-manual)

BUYER’S SECURITY POLICY

As outlined in [Security policy framework: protecting government assets - GOV.UK (www.gov.uk)](https://www.gov.uk/government/publications/security-policy-framework)

BUYER’S ICT POLICY

Buyer to provide if necessary.

SUPPLIER’S AUTHORISED REPRESENTATIVE

**One Glass Wharf, Bristol, BS2 0ZX**

SUPPLIER’S CONTRACT MANAGER

**One Glass Wharf, Bristol, BS2 0ZX**

PROGRESS REPORT

Please refer to the Statement of Requirement and also outlined in Call-Off Schedule 20.

PROGRESS REPORT FREQUENCY

Please refer to the Statement of Requirement and also outlined in Call-Off Schedule 20.

PROGRESS MEETINGS AND PROGRESS MEETING FREQUENCY

Please refer to the Statement of Requirement and also outlined in Call-Off Schedule 20.

KEY STAFF

Please advise us on who will be undertaking the work for DIO.

KEY SUBCONTRACTOR(S)

Not Applicable.

COMMERCIALLY SENSITIVE INFORMATION

None has been identified at present other than Supplier fee rates however should buyer or Supplier become aware of any then they must inform the other.

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

Lot 1 Suppliers are required to have £10m Professional Indemnity Insurance, under Joint Schedule 3.

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

Not applicable

|  |  |  |  |
| --- | --- | --- | --- |
| **For and on behalf of the Supplier:** | | **For and on behalf of the Buyer:** | |
| Signature: |  | Signature: |  |
| Name: |  | Name: |  |
| Role: | Partner | Role: | Commercial Officer |
| Date: | 26th April 2024 | Date: | 26th April 2024 |

Execution by seal / deed where required by the Buyer.