

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

Order Form

CALL-OFF REFERENCE: **TMAR3125**

THE BUYER: **Department for Transport**

BUYER ADDRESS: Great Minster House, Horseferry Road,
London, SW1P4DR

THE SUPPLIER: Browne Jacobson LLP

SUPPLIER ADDRESS: Mowbray House, Castle Meadow Road,
Nottingham, NG2 1BJ

REGISTRATION NUMBER: OC306448

DUNS NUMBER: 737471594

SID4GOV ID: N/A

This Order Form, when completed and executed by both Parties, forms a Call-Off Contract. A Call-Off Contract can be completed and executed using an equivalent document or electronic purchase order system.

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated **17th December 2024**. 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 Not Applicable

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 **TMAR3125** Call-Off
 - 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 20 (Call-Off Specification)

5. CCS Core Terms (version 3.0.11)

6. Joint Schedule 5 (Corporate Social Responsibility) RM6179

7. Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

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:

None

CALL-OFF START DATE: **18th December 2024**

CALL-OFF EXPIRY DATE: **31st March 2025**

CALL-OFF INITIAL PERIOD: **3.5 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).

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

MANAGEMENT OF CONFLICT OF INTEREST

Not Applicable

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CONFIDENTIALITY

Not applicable

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 **up to a maximum of £90,000** however this is not guaranteed.

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

None

DISBURSEMENTS

Not Payable

PAYMENT METHOD

Payment will be made retrospectively on a monthly basis.

The Supplier will be required to produce timesheets for approval by the DfT client team. These will be checked by the MMO legal team.

The Supplier will invoice DfT on the basis of the agreed allocation and will be required to provide time sheets with an accompanying narrative for approval before raising an invoice.

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Before payment can be considered, each invoice must include a detailed breakdown of work completed and the associated costs. DfT require there to be a clear line of sight from progress reporting (including financial outturn against projection/budget across all workstreams and commissioning teams) through to timesheet reporting.

BUYER'S INVOICING ADDRESS:

Invoices should be submitted to:

SSa.invoice@Ubusinessservices.co.uk

While email is preferable, if you need to send documents by post, you should send to:

Unity Business Services (UBS)
5 Sandringham Park
Swansea Vale
Swansea,
SA7 0EA

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]

Commercial Relationship Manager

[REDACTED]

[@dft.gov.uk](mailto:[REDACTED]@dft.gov.uk)

c/o Great Minster House, Horseferry Road, London SW1P 4DR

BUYER'S CONTRACT MANAGER

[REDACTED]

[REDACTED]

[REDACTED]

[@dft.gov.uk](mailto:[REDACTED]@dft.gov.uk)

Great Minster House, Horseferry Road, London SW1P 4DR

DAY TO DAY PROJECT MANAGER

[REDACTED]

[REDACTED]

[REDACTED]

[@marinemanagement.org.uk](mailto:[REDACTED]@marinemanagement.org.uk)

MMO, First Floor, Crosskill House, Mill Lane, Beverley HU17 9JB

BUYER'S ENVIRONMENTAL POLICY



DfT Corporate
Environmental Policy

BUYER'S SECURITY POLICY



DfT Information
and Cyber Security Policy

BUYER'S ICT POLICY

Framework Ref: RM6179

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DfT Information
and Cyber Security F

SUPPLIER'S AUTHORISED REPRESENTATIVE

Name: [REDACTED]

Role: Partner

Email address: [REDACTED] [brownejacobson.com](mailto:[REDACTED]@brownejacobson.com)

Address: Browne Jacobson LLP, 36 Park Pl, Cardiff CF10 3BB

SUPPLIER'S CONTRACT MANAGER

Name: [REDACTED]

Role: Framework Manager

Email address: [REDACTED] [@brownejacobson.com](mailto:[REDACTED]@brownejacobson.com)

Address: Browne Jacobson LLP, Mowbray House, Castle Meadow Road,
Nottingham, NG2 1BJ

PROGRESS REPORT

Updates for the DfT Contract Manager, and more frequently as may be requested by DfT from time to time, giving details of:

- Emerging issues that need to be addressed.
- Actual time and costs incurred to date by activity and estimated time and cost to completion.

PROGRESS REPORT FREQUENCY

Monthly

PROGRESS MEETINGS AND PROGRESS MEETING FREQUENCY

Weekly check point meetings with DfT policy, DfT legal, MMO harbours team and MMO legal on caseload progression, issues and risks.

Monthly management meeting with above parties to detail progress made/invoicing for the last month and the plan for the upcoming month

KEY STAFF

[REDACTED]	Lead Partner	[REDACTED] brownejacobson.com
[REDACTED]	Partner	[REDACTED] brownejacobson.com
[REDACTED]	Partner	[REDACTED] brownejacobson.com
[REDACTED]	Associate	[REDACTED] @brownejacobson.com
[REDACTED]	Associate	[REDACTED] @brownejacobson.com
[REDACTED]	Senior Associate	[REDACTED] @brownejacobson.com
[REDACTED]	Senior Associate	[REDACTED] @brownejacobson.com

██████████ Associate ██████████ [@brownejacobson.com](mailto:██████████@brownejacobson.com)

KEY SUBCONTRACTOR(S)
Not Applicable

COMMERCIALLY SENSITIVE INFORMATION
Not applicable

SERVICE CREDITS
Not applicable]

ADDITIONAL INSURANCES
Lot 1 Suppliers are required to have £10m Professional Indemnity Insurance, and
Lot 2 Suppliers are required to have £100m 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 Relationship Manager
Date:	24/12/2024	Date:	03/01/25

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