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

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

**Order Form**

CALL-OFF REFERENCE: **GPA (WSTP) Supply Chain Project**

THE BUYER: THE MINISTER FOR THE CABINET OFFICE ON BEHALF OF THE CROWN REPRESENTED BY THE GOVERNMENT PROPERTY AGENCY

BUYER ADDRESS [Redacted]

THE SUPPLIER: Burges Salmon LLP

SUPPLIER ADDRESS: [Redacted]

REGISTRATION NUMBER: OC307212

DUNS NUMBER: [Redacted]

SID4GOV ID: N/A**.**

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated **22 April 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

Framework Ref: RM6179

Project Version: v1.0 1 Model Version: v3.7

E-Sign ID: 4e5c4782-40df-467b-8d0f-039a98f4dd4e

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

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4. The following Schedules in equal order of precedence:

● Joint Schedules for RM6179

o Joint Schedule 2 (Variation Form)

o Joint Schedule 3 (Insurance Requirements)

o Joint Schedule 4 (Commercially Sensitive Information)

o Joint Schedule 10 (Rectification Plan)

o Joint Schedule 11 (Processing Data)

● Call-Off Schedules for GPA (WSTP) Supply Chain Project

o Call-Off Schedule 2 (Staff Transfer)

o Call-Off Schedule 20 (Specification)

o 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:

Special Term 1

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:

**4. Pricing and Payments**

**4.12 Buyer (client) monies**

(a) The Supplier shall deposit Buyer monies with such banks as the Supplier may from time to time decide in accordance with its regulators' Accounts Rules.

(b) The Supplier has no immediate control over these monies while they are held on deposit and the Supplier will not be liable to the Buyer for any monies lost as a result of the failure of the bank. In these circumstances, the Buyer may be entitled to compensation under the Financial Services Compensation Scheme.

(c) Interest is earned on the Supplier’s Client Account. The Supplier has an interest rate policy which is designed to ensure the Buyer is treated fairly and which complies with the Supplier’s regulatory requirements. This policy is available on request.

**34. Resolving Disputes**

**Complaint Handling**

Framework Ref: RM6179

Project Version: v1.0 2 Model Version: v3.7

E-Sign ID: 4e5c4782-40df-467b-8d0f-039a98f4dd4e

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

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34.10 The Supplier’s complaints handling procedure can be viewed here: https://www.burges-salmon.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: **22 April 2023**

CALL-OFF EXPIRY DATE: **22 April 2024**

CALL-OFF INITIAL PERIOD: **12 months**

CALL-OFF OPTIONAL EXTENSION PERIOD: Up to one year, in increments of 3 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).

Option A:

Name of Deliverable: Advice on GPA (WSTP) Supply Chain Project

Place of Performance - The Call-Off Contract will principally be performed at the Supplier’s Bristol Office.

Relevant Jurisdiction - The Parties agree that clauses 34.3 and 35 of the Core Terms will apply in relation to jurisdiction and governing law.

Details:

Please refer to Call-Off Schedule 20 (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).

Framework Ref: RM6179

Project Version: v1.0 3 Model Version: v3.7

E-Sign ID: 4e5c4782-40df-467b-8d0f-039a98f4dd4e

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

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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.

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

Hourly Rate:

The Burges Salmon hourly rates are:

● Partner [Redacted]

● Legal Director / Counsel (or equivalent) [Redacted]

● Senior Solicitor, Senior Associate [Redacted]

● Solicitor, Associate [Redacted]

● NQ Solicitor / Associate, Junior Solicitor / Associate [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

Expenses will only be payable where the Buyer has authorised that the Expenses may be incurred in advance.

Framework Ref: RM6179

Project Version: v1.0 4 Model Version: v3.7

E-Sign ID: 4e5c4782-40df-467b-8d0f-039a98f4dd4e

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

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DISBURSEMENTS

Disbursements will only be payable where the Customer has authorised that the Disbursements may be incurred in advance.

ADDITIONAL TRAINING CHARGE

Not Applicable.

SECONDMENT CHARGE

Not Applicable.

PAYMENT METHOD

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

Account Number [Redacted]

Sort Code: [Redacted]

Swift Code: [Redacted]

BIC Code: [Redacted]

IBAN No: [Redacted]

BUYER’S INVOICING ADDRESS:

Government Property Agency

[Redacted]

BUYER’S AUTHORISED REPRESENTATIVE

[Redacted]

Associate Commercial Specialist

[Redacted]

BUYER’S ENVIRONMENTAL POLICY

Not applicable.

BUYER’S SECURITY POLICY

Not applicable.

BUYER’S ICT POLICY

Not applicable.

SUPPLIER’S AUTHORISED REPRESENTATIVE

[Redacted]

[Redacted]

[Redacted]

Framework Ref: RM6179

Project Version: v1.0 5 Model Version: v3.7

E-Sign ID: 4e5c4782-40df-467b-8d0f-039a98f4dd4e

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

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SUPPLIER’S CONTRACT MANAGER

[Redacted]

Partner

[Redacted]

[Redacted]

PROGRESS REPORT

The Supplier will provide weekly Work in Progress reports to the Buyer.

PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month.

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.

KEY STAFF

[Redacted]

Partner

[Redacted]

[Redacted]

[Redacted]

Director

[Redacted]

[Redacted]

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

Framework Ref: RM6179

Project Version: v1.0 6 Model Version: v3.7

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

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|  |  |
| --- | --- |
| **For and on behalf of the Supplier:**  | **For and on behalf of the Buyer:** |
| Signature:  | [Redacted]01/11/2023 16:09:39 | Signature: | [Redacted]02/11/2023 15:45:56 |
| Name:  | [Redacted] | Name: | [Redacted] |
| Role:  | Partner | Role: | Head of Commercial |
| Date:  | 01/11/2023 | Date: | 02/11/2023 |

Framework Ref: RM6179