

PANEL AGREEMENT SCHEDULE 4
RM3787 Contract Call-Off ORDER FORM

SECTION A

- (i) This Order Form dated **9th April 2021** is issued in accordance with the provisions of the Panel Agreement for the provision of general legal services.
- (ii) The Supplier agrees to supply the Ordered Panel Services specified below on and subject to the terms of this Legal Services Contract.
- (iii) For the avoidance of doubt this Legal Services Contract consists of the terms set out in this Order Form and the Terms and Conditions.
- (iv) By signing and returning this Contract Call-Off Order Form (which may be done by electronic means) the Supplier agrees to enter this Legal Services Contract with the Customer to provide the Ordered Panel Services in accordance with the CCS overarching Framework Agreement RM3787 and the Terms and Conditions contained therein.
- (v) The Parties hereby acknowledge and agree that they have read this Order Form and the Terms and Conditions and by signing below agree to be bound by this Legal Services Contract.
- (vi) In accordance with paragraph 7 of Panel Schedule 5 (Ordering Procedure), the Parties hereby acknowledge and agree that this Legal Services Contract shall be formed when the Customer acknowledges (which may be done by electronic means) the receipt of the signed copy of this Order Form from the Supplier.

1.1	Customer Reference CPD/004/121/230
1.2	Ministry of Housing, Communities and Local Government (MHCLG) Fry Building 2 Marsham Street London SW1P 4DF ("CUSTOMER")
1.3	Slaughter and May One Bunhill Row, London, EC1Y 8YY ("SUPPLIER")
1.4	Commencement Date: 12th April 2021
1.5	Term Initial Period of up to 12 Months expiring on 12th April 2022 Followed by 1 optional extension period of 12 months which will be exercised entirely at MHCLG's sole discretion.
1.6	Signed for and on behalf of the Customer by an authorised representative:
	Name and Title: <Redacted>
	Signature
	Date
1.7	Signed for and on behalf of the Supplier by an authorised representative:
	Name and Title: <Redacted>
	Signature
	Date

SECTION B**1. PANEL SERVICES**

1.1	Panel Services: As set out in the Customer's statement of requirement document at Annex A and in Suppliers Technical proposal at Annex B1
1.2	Management and review of the Services <i>Reviews will be undertaken on a fortnightly/monthly basis at the customer's discretion who may also change the frequency and timing of these meetings .</i>
1.3	Place of performance <i>The supplier's office or remotely during Covid 19 Restrictions</i> <i>There may be occasional requirements for the supplier to work out of MHCLG's offices principally at 2 Marsham Street, London, SW1P 4DF</i>

2. CHARGES

2.1a	Rates as set out below:																							
2.1b	<table border="1"> <thead> <tr> <th>Role</th> <th>Hourly Rate £</th> <th>Total Capped Price (Covering Initial Call Off for PII Workstream) £</th> </tr> </thead> <tbody> <tr> <td><i>Partner</i></td> <td><i>575.00</i></td> <td></td> </tr> <tr> <td><i>SNR Lawyer</i></td> <td><i>475.00</i></td> <td></td> </tr> <tr> <td><i>Lawyer</i></td> <td><i>450.00</i></td> <td></td> </tr> <tr> <td><i>JNR Lawyer</i></td> <td><i>212.00</i></td> <td></td> </tr> <tr> <td><i>Paralegal</i></td> <td><i>91.00</i></td> <td></td> </tr> <tr> <td></td> <td></td> <td><u>£900,000</u></td> </tr> </tbody> </table>			Role	Hourly Rate £	Total Capped Price (Covering Initial Call Off for PII Workstream) £	<i>Partner</i>	<i>575.00</i>		<i>SNR Lawyer</i>	<i>475.00</i>		<i>Lawyer</i>	<i>450.00</i>		<i>JNR Lawyer</i>	<i>212.00</i>		<i>Paralegal</i>	<i>91.00</i>				<u>£900,000</u>
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	<i>Also set out in the supplier's tender proposal at Annex B2</i>																							

2.2	Estimate of Charges for Initial Call Off Commencing 12th April 2021: £900,000 Charges thereafter may be varied up to a maximum of £3.9m although there are no guarantees given as to the total turnover which will be awarded to the supplier over the period of the call off contract including any optional extension period.
2.3	Fixed Price to be used for each specific statement of work
2.4	Capped Price used -
2.5	Other Costs: Reimbursable Expenses Not payable Disbursements Not payable

3. MISCELLANEOUS

3.1	CUSTOMER REPRESENTATIVE <Redacted>
3.2	SUPPLIER REPRESENTATIVE <Redacted>
3.3	KEY PERSONNEL <Redacted>
3.4	NOTICES <Redacted> MHCLG Commercial Fry Building 2 Marsham Street London SW1P 4DF

3.5	CUSTOMER BILLING ADDRESS <i>CP2P Team MHCLG</i> 4 TH FLOOR, HIGH TREES HILLFIELD ROAD, HEMELE HEMPSTEAD, HP2 4XN CLGInvoices@communities.gov.uk
3.6	SUPPLIER BANK DETAILS – <Redacted>
3.7	CUSTOMER'S PURCHASE ORDER NUMBER - TBC
3.8	APPROVED SUB-CONTRACTORS - NONE
3.9	Not applied
3.10	Exit Management: Not applied
3.11	Transparency Reports: Not required
3.12	Call Off Guarantee: Not required

4. VARIATIONS TO THE TERMS AND CONDITIONS

4.1	Liability cap 1.1 The total aggregate liability of the Supplier, its partners and its employees for claims in any way arising out of or directly or indirectly relating to each matter the Supplier works on for the Customer shall be limited to: £75,000,000 (seventy five million pounds). This total aggregate limit per matter shall apply (in relation to each matter) to: (i) the Customer; (ii) any other Customer of the Supplier for that matter; and (iii) any other person to whom (at the Customer's request or with the Customer's knowledge) the Supplier owes a duty of care in relation to that matter.
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	<p>1.2 Further (and subject always to the limitation set out at condition 1.1 above), the Customer's recourse (together with that of any other Customer of the Supplier in respect of the matter to which the relevant claim relates and any other person to whom, at the Customer's request or with the Customer's knowledge, the Supplier owes a duty of care in relation to that matter) for any claim brought against the Supplier, its partners or any of its employees (and the liability of the Supplier, its partners and its employees for any claim) shall be limited to the partnership property (as defined in condition 1.7 below) of the Supplier. The Customer, therefore, agrees that as regards any claim: (a) the claim (and any liability for it) may be enforced, and the Customer will have recourse, only against such partnership property and not against any other property whatsoever, including (without limitation) the personal assets of any individual partner of the Supplier or any of its employees; and (b) if there is a shortfall after the Customer has enforced the Customer's claim against such partnership property, any liability which the Supplier, any individual partner of the Supplier or any of its employees may have had in respect of that shortfall will be released and extinguished.</p> <p>1.3 Where the Supplier and one or more other persons are liable for damage suffered by the Customer, the Supplier's liability for such damage shall be limited to such sum as the Supplier ought reasonably to pay having regard to its responsibility for that damage. This shall be on the basis that any other such person is deemed to have paid to the Customer by way of contribution such sum as may be appropriate having regard to the extent of their own responsibility for that damage (ignoring any cap, limitation or exclusion of liability that the Customer may have agreed with them) even if such sum has not in fact been paid for any reason (including insolvency).</p> <p>1.4 All limitations of liability in these variations to the Terms and Conditions will apply regardless of whether the liability is direct or indirect, whether it is in contract, equity, tort (which includes negligence and misrepresentation), fiduciary or statutory duty or otherwise and whether it relates to an act, omission, statement or delay.</p> <p>1.5 Nothing in these variations to the Terms and Conditions shall limit the liability of any person to the Customer for fraud on the Supplier's part (or fraud carried out by any of the Supplier's employees), death or personal injury.</p> <p>1.6 None of the limitations in these terms and conditions are intended to: (a) apply to the exclusion of any other; or (b) have the effect of limiting the Supplier's liability below the minimum amount allowed by the Supplier's professional rules. Where any limitation would otherwise result in (b) occurring, that limitation shall instead limit the Supplier's liability to the minimum amount allowed by its professional rules.</p> <p>1.7 In condition 1.2, references to "partnership property" are to all property (and rights and interests in property) acquired on account of the Supplier,</p>
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	<p>or for the purposes and in the course of the Supplier's businesses, and include any right of indemnity of the Supplier, the partners of the Supplier or any of its employees under the Supplier's professional indemnity insurance policies but exclude any right to seek contribution or indemnity from or against any partner of the Supplier or any of its employees, or any similar right however it arises.</p> <p>1.8 References in condition 1.3 above to a "person" are to any person (other than a partner of the Supplier or any of its employees) who is providing advice or services to the Customer whether or not of a legal nature.</p>
4.2	<p>Conflicts of Interest</p> <p>None</p>
4.3	<p>Confidentiality</p> <p>Special Arrangements regarding FOIA on disclosure of supplier's rates as set out in supplier's technical proposal at Annex B1</p>
4.5	<p>Intellectual Property Rights</p> <p>Clause 8 applies</p>
4.6	<p>Working with others</p> <p>If the Customer retains another person to provide it with advice or services, the Supplier shall have no liability for the advice or services provided by them, nor will the Supplier be responsible for checking the adequacy or completeness of their advice or services. This is so whether the Customer has instructed them directly or whether the Supplier has instructed them on the Customer's behalf. However: (a) if the Supplier recommends another person to the Customer, the Supplier will take reasonable care to ensure that it has recommended a person whom the Supplier reasonably believes to be suitable (by reference to the standards of the jurisdiction concerned) to provide such advice or services; and (b) if the Supplier instructs another person on the Customer's behalf, the Supplier will take reasonable care to ensure that they are instructed adequately.</p> <p>If the Supplier has instructed another person on the Customer's behalf, they may, for convenience, address their bills to the Supplier as the Customer's agent and the Supplier will show those charges as an expense on the Supplier's own bills to the Customer. This will not indicate an assumption of responsibility by the Supplier for the advice or services provided by any such person.</p>
4.7	<p>Use of documents and advice</p> <p>If any material prepared or settled by the Supplier or any advice given by the Supplier to the Customer during the course of a matter is subsequently used by the Customer or anyone else (in whole or in part) in relation to any other matter where the Supplier has not been specifically engaged to advise, the Supplier will have no liability in relation to that other matter or the material or advice (or part) that is used.</p>
4.8	<p>Freedom of Information / Transparency</p>

UNCLASSIFIED

	<p>It is the Supplier's view that conditions set out in these variations to the Terms and Conditions are confidential and information which, if released, could harm the Supplier's commercial interests. It is therefore the Supplier's understanding that these variations to the Terms and Conditions will be kept confidential and will not be disclosed to third parties, whether under any law relating to freedom of information or otherwise. In addition, in the event that the Customer receives an application under any law relating to the freedom of information, or otherwise, for the release of this information, it is the Supplier's understanding that the Customer will inform the Supplier of this as soon as possible and consult with the Supplier before any decision is taken on how to respond to the application.</p>
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