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

**Order Form**

CALL-OFF REFERENCE: **712312450**

THE BUYER: **DIO Commercial**

BUYER ADDRESS ***Redacted***

THE SUPPLIER: **Burges Salmon**

SUPPLIER ADDRESS: ***Redacted***

REGISTRATION NUMBER: ***Redacted***

DUNS NUMBER: ***Redacted***

SID4GOV ID: **Unknown**

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 8thAugust 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
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 **712312450**
  + 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 the Supplier

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:

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: **on dual signature- 08/08/2024**

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

CALL-OFF INITIAL PERIOD: **7 months**

WORKING DAY

7 hours 24 minutes per day

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 B: See details in Call-Off Schedule 20 (Call-Off Specification)]**

MANAGEMENT OF CONFLICT OF INTEREST

CONFIDENTIALITY

IPR

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 isno greater than the BC value.

CALL-OFF CHARGES

[Option A: **Insert** the Charges for the Deliverables, including pricing mechanism and unit on an:

* (a) Hourly Rate
* Insert if a Legal Project Manager is being used and the rate applicable.

***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

None

DISBURSEMENTS

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:

***Redacted***

BUYER’S AUTHORISED REPRESENTATIVE

***Redacted***

BUYER’S ENVIRONMENTAL POLICY

<https://www.gov.uk/government/publications/jsp-418-mod-corporate-environmental-protection-manual>

BUYER’S SECURITY POLICY

<https://www.gov.uk/government/publications/security-policy-framework>

BUYER’S ICT POLICY

N/A

SUPPLIER’S AUTHORISED REPRESENTATIVE

***Redacted***

SUPPLIER’S CONTRACT MANAGER

***Redacted***

PROGRESS REPORT

Not Applicable

PROGRESS REPORT FREQUENCY

Not Applicable

PROGRESS MEETINGS AND PROGRESS MEETING FREQUENCY

Not Applicable

KEY STAFF

***Redacted***

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: | ***Redacted*** | Signature: | ***Redacted*** |
| Name: | ***Redacted*** | Name: | ***Redacted*** |
| Role: | ***Redacted*** | Role: | ***Redacted*** |
| Date: | 08/08/2024 | Date: | 08/08/2024 |