

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

Order Form

CALL-OFF REFERENCE: **prj_562/ con_4212**

THE BUYER: **Department for Energy Security and Net Zero**

BUYER ADDRESS **1 Victoria Street, London. SW1H 0NE**

THE SUPPLIER: **TLT LLP**

SUPPLIER ADDRESS: **One Redcliff Street, Bristol, BS1 6TP**

REGISTRATION NUMBER: **OC308658**

DUNS NUMBER: **73-928-1603**

SID4GOV ID: **N/A**

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 09/06/2023.

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



Joint%20Schedule%
201%20-%20Definiti

3. Framework Special Terms (in the Framework Award Form)
4. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6179

- Joint Schedule 2 (Variation Form)



Joint%20Schedule%
202%20-%20Variatio

- Joint Schedule 3 (Insurance Requirements)



Joint%20Schedule%
203%20-%20Insuran

- Joint Schedule 4 (Commercially Sensitive Information)



Joint%20Schedule%
204%20-%20Comme

- Joint Schedule 6 (Key Subcontractors)



Joint%20Schedule%
206%20-%20Key%20

- Joint Schedule 7 (Financial Difficulties)



Joint%20Schedule%
207%20%20-%20Fin;

- Joint Schedule 8 (Guarantee)



Joint%20Schedule%
208%20-%20Guaran

- Joint Schedule 9 NOT USED

- Joint Schedule 10 (Rectification Plan)



Joint%20Schedule%
2010%20-%20Rectifi

- Joint Schedule 11 (Processing Data)



Joint%20Schedule%
2011%20Processing

- Joint Schedule 12 (Supply Chain Visibility)



Joint%20Schedule%
2012%20-%20Supply

- Call-Off Schedules for prj_562

- Call-Off Schedule 1 (Transparency Reports)



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- Call-Off Schedule 2 (Staff Transfer)



Call-Off%20Schedule%20-%20Staff

- Call-Off Schedule 3 (Continuous Improvement)



Call-Off%20Schedule%20-%20Cont

- Call-Off Schedule 5 (Pricing Details)



Call-Off%20Schedule%20-%20P

- Call-Off Schedule 6 NOT USED

- Call-Off Schedule 7 (Key Supplier Staff)



Call-Off%20Schedule%20-%20Key%

- Call-Off Schedule 8 (Business Continuity and Disaster Recovery)



Call-Off%20Schedule%20-%20Busi

- Call-Off Schedule 9 NOT USED

- Call-Off Schedule 10 (Exit Management)



Call-Off%20Schedule%20-%20Exit

- Call-Off Schedule 11 NOT USED

- Call-Off Schedule 12 (Clustering)



Call-Off%20Schedule%20-%20Clu

- Call-Off Schedule 13 NOT USED

- Call-Off Schedule 14 (Service Levels)



Call-Off%20Schedule%20-%20Ser

- Call-Off Schedule 15 (Call-Off Contract Management)



Call-Off%20Schedule%20-%20Call

- Call-Off Schedule 16 (Benchmarking)



Call-Off%20Schedule%2016%20-%20Ben

- Call-Off Schedule 17 NOT USED
- Call-Off Schedule 18 NOT USED
- Call-Off Schedule 19 NOT USED
- Call-Off Schedule 20 (Call-Off Specification)



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- Call-off Schedule 21 NOT USED
- Call-Off Schedule 23 NOT USED
- Call-Off Schedule 24 (Special Schedule)



Call-Off%20Schedule%2024%20-%20Leg

- Call-Off Schedule 25 NOT USED

5. CCS Core Terms (version 3.0.11)



3.-RM6179-Core-terms-v3.0.11%20(1).doc

6. Joint Schedule 5 (Corporate Social Responsibility) RM6179



Joint%20Schedule%205%20-%20Corporate

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.



Call-Off Schedule 4
- Call-Off Tender vT1

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 **Conflict Waiver**

The Supplier has numerous clients that rely upon it for general representation. The Supplier advises clients in matters arising under the laws of: one or more of the constituent parts of the United Kingdom, the

European Union, a Member State of the European Union, the WTO, other international trade and/or investment agreements, or public international law generally. As a result, without advance conflicts waivers from Supplier clients, conflicts of interest could arise that could deprive either the Buyer or other Supplier clients of the right to select the Supplier as counsel.

In light of the foregoing, other current or future clients of the Supplier including those identified in the preceding paragraph (collectively, the “Other Clients”) may ask the Supplier to represent them in matters (including litigation) that are adverse to the Buyer but that are not substantially related to the Supplier’s representation of the Buyer. If the Supplier is not representing the Buyer in such a matter, and the matter in which the Buyer and the Other Client have adverse interests is not substantially related to our current or past representation of the Buyer, then:

1. the Buyer agrees that the Supplier may represent such Other Client to the extent and provided that the Supplier is and remains not substantially related to the Supplier’s representation of the Buyer;
2. the Buyer waives any conflict of interest arising from such representation; and
3. the Buyer agrees that it will not seek to disqualify or otherwise prevent the Supplier from representing such Other Client,

provided that any Confidential Information and Personal Data held by lawyers of the Supplier that assisted the Buyer in this matter is kept confidential, in the case of Confidential Information, and Processed, in the case of Personal Data, in accordance with Clauses 14 and 15 of the Core Terms, respectively.

The Buyer acknowledges that it has had an opportunity to consult with other counsel (in-house or otherwise) before agreeing to this waiver.

CALL-OFF START DATE: 7th June 2023

CALL-OFF EXPIRY DATE: 6th June 2026

CALL-OFF INITIAL PERIOD: 6th June 2025

WORKING DAY

Working Day is defined as a Monday to Friday, excluding public holidays, between the core hours of 09:00 and 17:30.

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

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

CONFIDENTIALITY

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

IPR

See details in Call-Off Schedule 24 (Special Schedule)

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.

in or on a public market and in accordance with the Buyer's instructions]

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £133,333 (excluding VAT)

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

Recoverable as stated in Call-Off Schedule 20 (Call-Off Specification)

DISBURSEMENTS

None

ADDITIONAL TRAINING CHARGE

None

SECONDMENT CHARGE

None

PAYMENT METHOD

As stated in Call-Off Schedule 20 (Call-Off Specification), payment for each

BUYER'S INVOICING ADDRESS:
REDACTED

BUYER'S AUTHORISED REPRESENTATIVE
REDACTED

BUYER'S ENVIRONMENTAL POLICY
Please see <https://www.gov.uk/government/organisations/department-for-business-energy-and-industrial-strategy/about/procurement> for details of the Buyer's Commercial Policies

BUYER'S SECURITY POLICY
Please see <https://www.gov.uk/government/organisations/department-for-business-energy-and-industrial-strategy/about/procurement> for details of the Buyer's Commercial Policies

BUYER'S ICT POLICY
Please see <https://www.gov.uk/government/organisations/department-for-business-energy-and-industrial-strategy/about/procurement> for details of the Buyer's Commercial Policies

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
See Call-Off Schedule 20 (Call-Off Specification) Call-Off Schedule 15 (Call-Off Contract Management) as well as Performance Review Meetings, as defined in Call Off Schedule 14 (Service Levels).

KEY STAFF
Key Staff from the Supplier are identified in Call Off Schedule 4 (Call-Off Tender).

KEY SUBCONTRACTOR(S)
N/A

COMMERCIALLY SENSITIVE INFORMATION
See Joint Schedule 4 (Commercially Sensitive Information)

SERVICE CREDITS

Service Credits will accrue in accordance with Call-Off Schedule 14 (Service Levels).

ADDITIONAL INSURANCES

The Supplier is required to have £10m Professional Indemnity

See Required Insurances required in accordance with Joint Schedule 3 (Insurance Requirements)

GUARANTEE

Not required

SOCIAL VALUE COMMITMENT

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender)

AGREEMENT

This Order Form will be executed by both Parties via the Buyer's e-tendering portal. E-Signatures will be attached to this Order Form once executed.