

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

CALL-OFF REFERENCE: **TIS0546**

THE BUYER: **The Insolvency Service**

BUYER ADDRESS: **16th Floor, 1 Westfield Avenue, Stratford, London, E20 1HZ**

THE SUPPLIER: **Mills and Reeve LLP**

SUPPLIER ADDRESS: **24 King William Street, London, EC4R 9AT**

REGENERATION NUMBER: **OC326165**

DUNS NUMBER: **219268914**

SID4GOV ID: **N/A**

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated:

28/2/2023

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

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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 6 (Key Subcontractors)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - **Call-Off Schedules for TIS0546**
 - 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 9 (Security)
 - Call-Off Schedule 10 (Exit Management)
 - Call-Off Schedule 14 (Service Levels)
 - Call-Off Schedule 19 (Scottish Law)
 - Call-Off Schedule 20 (Call-Off Specification)
 - Call-Off Schedule 24 (Special Schedule)
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.

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CALL-OFF SPECIAL TERMS

The following Special Terms are incorporated into this Call-Off Contract:

Special Term 1

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 averse 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.

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CALL-OFF START DATE:	1 March 2023
CALL-OFF EXPIRY DATE:	28 February 2025
CALL-OFF INITIAL PERIOD:	Two (2) Years
CALL-OFF EXTENSION PERIOD:	Two (2) Optional Twelve (12) Month Extension Period(s) up to 28 February 2027

WORKING DAY

As defined in Joint Schedule 1 (Definitions), including “Working Day”, “Work Day” and “Work Hours”.

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

Conflict Checks will be undertaken for each specific matter as part of the formal instruction.

CONFIDENTIALITY

In accordance with Clause 15 of the Core Terms included as part of this agreement.

IPR

In accordance with Clause 9 of the Core Terms, Intellectual Property Rights (IPRs).

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 **Six Hundred and Twenty-Five Thousand Pounds (£625,000)**.

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

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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

As set out in INSS Travel and Subsistence Policy and Guidance V1.0

DISBURSEMENTS

Payable

ADDITIONAL TRAINING CHARGE

Not used

SECONDMENT CHARGE

Not used

PAYMENT METHOD

Monthly consolidated invoice including progress against milestones, or any milestone payments as required.

BUYER’S INVOICING ADDRESS:

Cannon House, PO Box 16652, B2 2HR
payments@insolvency.gov.uk

BUYER’S AUTHORISED REPRESENTATIVE

[Redacted]
[Redacted]
[Redacted]
[Redacted]

BUYER’S ENVIRONMENTAL POLICY

INSS Environmental Policy V1.0

BUYER’S SUSTAINABILITY POLICY

INSS Environmental Policy V1.0

BUYER’S SECURITY POLICY

INSS Physical Security Policy V2.0
INSS Physical Security Management Plan 2022 V2.0
INSS Information Risk Policy (IG.ISMS.D.5.2) V1.8
INSS Guidance What is Personal Data V1.0

SUPPLIER’S AUTHORISED REPRESENTATIVE

[Redacted]
[Redacted]
[Redacted]
[Redacted]

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SUPPLIER'S CONTRACT MANAGER

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

PROGRESS REPORT

Unless otherwise agreed or directed operationally, progress reports shall be submitted in accordance with the Call-Off Schedule 20 (Call-Off Specification).

PROGRESS REPORT FREQUENCY

Unless otherwise agreed or directed operationally, progress reports shall be submitted in accordance with the Call-Off Schedule 20 (Call-Off Specification).

PROGRESS MEETINGS AND PROGRESS MEETING FREQUENCY

Unless otherwise agreed or directed operationally, progress reports shall be submitted in accordance with the Call-Off Schedule 20 (Call-Off Specification).

KEY STAFF

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

KEY SUBCONTRACTOR(S)

Not Applicable

COMMERCIALLY SENSITIVE INFORMATION

Supplier's Commercially Sensitive Information, including fee rates, in accordance with Joint Schedule 4.

SERVICE CREDITS

Not used.

ADDITIONAL INSURANCES

Not used.

Framework Ref: RM6179

Project Version: V1.0

Model Version: V3.7

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GUARANTEE

Not used.

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).

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For and on behalf of the Supplier:

Signature:

Name:

Role:

Date:

For and on behalf of the Buyer:

Signature:

Name:

Role:

Date: