### **Order Form**

CALL-OFF REFERENCE: CCLL25A08 DBT – NCP Case Assessment

THE BUYER: The Secretary of State for the Department of

**Business and Trade** 

**BUYER ADDRESS: REDACTED TEXT under FOIA Section 40 Personal** 

Information.

THE SUPPLIER: Mills & Reeve LLP

SUPPLIER ADDRESS: REDACTED TEXT under FOIA Section 40

**Personal Information.** 

REGISTRATION NUMBER: Legal Services Pane – 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 24 November 2025.

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

Framework Ref: RM6179 Project Version: v1.0 Model Version: v3.7

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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)
    - o Joint Schedule 4 (Commercially Sensitive Information)
    - Joint Schedule 10 (Rectification Plan)
    - Joint Schedule 11 (Processing Data)
  - Call-Off Schedules for CCLL25A08
    - 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 15 (Call-Off Contract Management)
    - o 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

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 of Interest

**1. Notification and Non-Acceptance** Upon receipt of the names of the parties involved in the dispute, should the Supplier identify a conflict of interest that would affect the performance of duties under the NCP contract, the Supplier shall promptly

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notify NCP in writing of such conflict. In these circumstances, the Supplier shall not be obliged to accept the case for analysis.

**2. Mitigation and Waiver** Alternatively, following notification of the conflict of interest, the Supplier may, at its discretion, implement appropriate measures to effectively isolate personnel engaged on the NCP contract from any conflicting interests. Approval for the Supplier to proceed with the case analysis may only be granted by NCP through a written waiver, provided that full disclosure of the conflict has been made to NCP

CALL-OFF START DATE: 27<sup>th</sup> November 2025

CALL-OFF EXPIRY DATE: 27th November 2027-

CALL-OFF INITIAL PERIOD: 24-month

CALL-OFF OPTIONAL EXTENSION PERIOD: None

**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).

The Supplier shall provide a case assessment report within two weeks of receipt of the case information pack from NCP. The case information pack shall comprise the Complaint, the Reply, and any associated attachments. See details in Call-Off Schedule 20 (Call-Off Specification)

### MANAGEMENT OF CONFLICT OF INTEREST

The Supplier shall take all necessary steps to ensure that any personnel with access to information provided by NCP are free from conflicts of interest and are able to render fair and accurate analysis in all assigned cases. Any COI identified please refer to Special Term 1.

#### CONFIDENTIALITY

Please refer to Clause 15 in the Core Terms.

### **IPR**

Not Applicable

### 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.

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The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £25,000.00 in the first 12 months of the Contract.

### **CALL-OFF CHARGES**

See details in Call-Off Schedule 5 (Pricing Details)]

### **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
Not Payable

### **PAYMENT METHOD**

Payment will be made within 30 days of receipt of invoice subject to inclusion of the appropriate Purchase Order number and satisfactory completion of all Deliverables in accordance with the terms of this Contract.

All invoices must be sent, quoting a valid Purchase Order Number (PO Number) and any other relevant details including the minimum required information set out in Section 68(9) of the Procurement Act 2023 to REDACTED TEXT under FOIA Section 40 Personal Information.

Within 10 Working Days of receipt of your countersigned copy of this Order Form, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.

To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, item number (if applicable) and the details (name, email, and telephone number) of your Buyer contact (i.e., Buyer Authorised Representative). Non-compliant invoices may be sent back to you, which may lead to a delay in payment.

### **BUYER'S INVOICING ADDRESS:**

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### **REDACTED TEXT under FOIA Section 40 Personal Information.**

### BUYER'S AUTHORISED REPRESENTATIVE

#### **REDACTED TEXT under FOIA Section 40 Personal Information.**

# BUYER'S ENVIRONMENTAL POLICY Not Applicable

### **BUYER'S SECURITY POLICY**

For the purpose of this contract, the Supplier is required to comply with the Security Policy. This is the Government Functional Standard 007: Security.

### BUYER'S ICT POLICY Not Applicable

### SUPPLIER'S AUTHORISED REPRESENTATIVE

#### **REDACTED TEXT under FOIA Section 40 Personal Information.**

### SUPPLIER'S CONTRACT MANAGER

### **REDACTED TEXT under FOIA Section 40 Personal Information.**

# PROGRESS REPORT Not applicable.

# PROGRESS REPORT FREQUENCY Not Applicable

# PROGRESS MEETINGS AND PROGRESS MEETING FREQUENCY Not Applicable

### **KEY STAFF**

### **REDACTED TEXT under FOIA Section 40 Personal Information.**

### SUPPLIER'S CONTRACT MANAGER

#### **REDACTED TEXT under FOIA Section 40 Personal Information.**

## KEY SUBCONTRACTOR(S) Not Applicable

### COMMERCIALLY SENSITIVE INFORMATION

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Supplier's Commercially Sensitive Information — pricing as detailed in Schedule 5

SERVICE CREDITS
Not applicable

ADDITIONAL INSURANCES Not applicable

GUARANTEE Not applicable

SOCIAL VALUE COMMITMENT Not applicable

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	REDACTED TEXT under FOIA Section 40 Personal Information.	Signature:	REDACTED TEXT under FOIA Section 40 Personal Information.
Name:	REDACTED TEXT under FOIA Section 40 Personal Information.	Name:	REDACTED TEXT under FOIA Section 40 Personal Information.
Role:	REDACTED TEXT under FOIA Section 40 Personal Information.	Role:	REDACTED TEXT under FOIA Section 40 Personal Information.
Date:		Date:	