

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

## Order Form

CALL-OFF REFERENCE: **con\_3779**

THE BUYER: Department for Business, Energy and Industrial Strategy

BUYER ADDRESS 1 Victoria Street, London, SW1H 0ET

THE SUPPLIER: Addleshaw Goddard LLP

SUPPLIER ADDRESS: Sovereign House, Sovereign Street, Leeds, LS1 1HQ

REGISTRATION NUMBER: OC318149

DUNS NUMBER: **349302716**

SID4GOV ID: **281341**

### APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 21<sup>st</sup> March 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
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 **con\_3779**
    - Call-Off Schedule 1 (Transparency Reports)
    - Call-Off Schedule 2 (Staff Transfer)
    - Call-Off Schedule 3 (Continuous Improvement)
    - Call-Off Schedule 7 (Key Supplier Staff)
    - Call-Off Schedule 15 (Call-Off Contract Management)
    - 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.

## CALL-OFF SPECIAL TERMS

None

CALL-OFF START DATE: **21<sup>st</sup> March 2023**

CALL-OFF EXPIRY DATE: 30<sup>th</sup> September 2024

CALL-OFF INITIAL PERIOD: **1 year, 9 months, 15 days**

## 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

Supplier will be required to:

- impose an information barrier around this matter and any matters relating to the Inquiry (with reduced duties of disclosure on the part of the firm for both BEIS and the other clients being advised in that Inquiry);
- Use a team that has not worked for Royal Mail Group
- Agree that any advice provided to BEIS will not include an contentious action against Royal Mail Group

## 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.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is **£100,000**.

## CALL-OFF CHARGES

The Charges for the Deliverables, including pricing mechanism and unit on an:

- (a) Hourly Rate; with a capped contract value of £3,900,000.00

Role	Hourly Rate
Trainee	
Paralegal	
Legal Project Manager	
NQ/Junior Solicitor	
Solicitor	
Senior Solicitor	
Legal Director/Counsel	
Partner	

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

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### 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

### ADDITIONAL TRAINING CHARGE

Not Applicable

### SECONDMENT CHARGE

Not Applicable

### PAYMENT METHOD

Payment via BACS, upon receipt of a correct and valid invoice at the end of every month.

### BUYER'S INVOICING ADDRESS:

Department for Business, Energy and Industrial Strategy  
1 Victoria Street  
London  
SW1H 0ET

### BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]

Deputy Director, Business Resilience

[REDACTED]

Address as above

### BUYER'S ENVIRONMENTAL POLICY

**Available upon request**

### BUYER'S SECURITY POLICY

**Available upon request**

### BUYER'S ICT POLICY

**Available upon request**

### SUPPLIER'S AUTHORISED REPRESENTATIVE

Framework Ref: RM6179

Project Version: v1.0

Model Version: v3.7

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

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[REDACTED]

Partner

[REDACTED]

### SUPPLIER'S CONTRACT MANAGER

[REDACTED]

Partner

[REDACTED]

### PROGRESS REPORT

Progress Report in the form of a Management Information (MI) pack, the frequency, content and format of which will be agreed with the Buyer following contract commencement. Content will include items such as Work in Progress, cost forecasting, the progress of case assessments etc.

### PROGRESS REPORT FREQUENCY

Monthly on a date to be agreed with the Buyer following contract commencement.

### PROGRESS MEETINGS AND PROGRESS MEETING FREQUENCY

**Monthly Monitoring:** There will be monthly monitoring meetings in which the MI will be submitted. The Supplier will be expected to attend.

**Quarterly Monitoring:** There will be quarterly monitoring with the Buyer's Steering Group to provide a strategic review and forward look on Scheme delivery. The Supplier will be expected to attend.

There is also an expectation of ad-hoc engagement and/or working-level meetings to discuss operational issues on a regular basis.

### KEY STAFF

[REDACTED]

[REDACTED]

[REDACTED]

### KEY SUBCONTRACTOR(S)

Not Applicable

### COMMERCIALLY SENSITIVE INFORMATION

Framework Ref: RM6179

Project Version: v1.0

Model Version: v3.7

Supplier's Commercially Sensitive Information

**SERVICE CREDITS**

Not applicable

**ADDITIONAL INSURANCES**

Not applicable

**GUARANTEE**

Not applicable

**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)]

Signature Area

Organisation Name:  
Department for Business, Energy & Industrial  
Strategy

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Role/Title:

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[Redacted]

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Name:

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[Redacted]

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Signature:

[Redacted Signature]

29 March 2023 | 17:00:35 CEST

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Organisation Name:  
Addleshaw Goddard LLP

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Role/Title:

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[Redacted]

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Name:

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[Redacted]

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Signature:

[Redacted Signature]

29 March 2023 | 15:49:01 CEST

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