

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

Order Form

CALL-OFF REFERENCE: **708001452**

THE BUYER: **REDACTED**

BUYER ADDRESS
Army Commercial,
Army Headquarters
Ramillies Bldg
Marlborough Lines
Monxton Road
Andover
Hants SP11 8HJ

THE SUPPLIER: Gowling WLG (UK) LLP

SUPPLIER ADDRESS: Two Snowhill, Birmingham, B4 6WR

REGISTRATION NUMBER: OC304378

DUNS NUMBER: 734599181

SID4GOV ID: not known

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 13th July 2023.

It is issued under the Framework Contract with the reference number Legal Services Panel RM6179 for the provision of legal advice and services.

CALL-OFF LOT:

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 - None
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 **708001452**
 - 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 14 (Service Levels)
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - Call-Off Schedule 20 (Call-Off Specification)
 - Call-Off Schedule 23 (HMRC Terms)
 - 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: None

CALL-OFF START DATE: **27th July 2023**

CALL-OFF EXPIRY DATE: **26th November 2026**

CALL-OFF INITIAL PERIOD: **40 Months]**

CALL-OFF OPTIONAL EXTENSION PERIOD – **12 months**

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

None

CONFIDENTIALITY

None

IPR

None

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 **REDACTED**.

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 the Framework Contract

DISBURSEMENTS

Payable

ADDITIONAL TRAINING CHARGE

None

SECONDMENT CHARGE

None

PAYMENT METHOD

The payment method for this Call-Off Contract is through Contracting, Purchasing & Finance (CP&F) system through Exostar.

The Call-Off Contract charges and payment details are in the table below.

Payment method	The payment method for this Call-Off Contract is through Contracting, Purchasing & Finance (CP&F) system through Exostar
Payment profile	The payment profile for this Call-Off Contract is based on the Monthly Statement of Work.
Invoice details	The Supplier will issue electronic invoices monthly in arrears. The Buyer will pay the Supplier within 30 days of receipt of a valid invoice.
Who and where to send invoices to	Invoices will be sent to: REDACTED REDACTED
Invoice information required	All invoices must include: Purchase Order, Contract reference.
Invoice frequency	Invoice will be sent to the Buyer Monthly.
Call-Off Contract value	Up to £294,000 including VAT

Call-Off Contract charges	The breakdown of the Charges is detailed within Schedule 5.
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BUYER'S INVOICING ADDRESS:

REDACTED

Project Manager

REDACTED

LWC Business Centre

Waterloo Lines

Warminster

BA12 0DJ

BUYER'S AUTHORISED REPRESENTATIVE

REDACTED

On behalf of **REDACTED**

Army Commercial

REDACTED

Army Headquarters

Ramillies Bldg

Marlborough Lines

Monxton Road

Andover

Hants

SP11 8HJ

BUYER'S ENVIRONMENTAL POLICY

N/A

BUYER'S SECURITY POLICY

In accordance with the Security Aspects Letter

BUYER'S ICT POLICY

N/A

SUPPLIER'S AUTHORISED REPRESENTATIVE

RED

ACTED Partner

REDACTED

Gowling WLG (UK) LLP, Two Snowhill, Birmingham, B4 6WR, United Kingdom

SUPPLIER'S CONTRACT MANAGER

REDACTED

REDACTED

REDACTED

Two, Snowhill, Birmingham B4 6WR

PROGRESS REPORT

High Level Summary Report with Invoice.

PROGRESS REPORT FREQUENCY

High Level Summary Report with Invoice.

PROGRESS MEETINGS AND PROGRESS MEETING FREQUENCY

Review meetings as required by the Project Team (scheduled in advanced).

KEY STAFF

Not Applicable

KEY SUBCONTRACTOR(S)

Not Applicable

COMMERCIALLY SENSITIVE INFORMATION

Not Applicable

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

There's a guarantee of the Supplier's performance provided for all Call-Off Contracts entered under the Framework Contract

SOCIAL VALUE COMMITMENT

In accordance with Joint Schedule 5

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

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For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:	REDACTED	Name:	REDACTED
Role:	REDACTED	Role:	REDACTED
Date:		Date:	13 th July 2023