

**PANEL AGREEMENT SCHEDULE 4**  
**CS19349 ORDER FORM AND TERMS AND CONDITIONS**

**SECTION A**

- (i) This Order Form dated 18th October 2019 is issued in accordance with the provisions of the Panel Agreement for the provision of general legal services.
- (ii) The Supplier agrees to supply the Ordered Panel Services specified below on and subject to the terms of this Legal Services Contract.
- (iii) For the avoidance of doubt this Legal Services Contract consists of the terms set out in this Order Form and the Terms and Conditions.
- (iv) By signing and returning this Order Form (which may be done by electronic means) the Supplier agrees to enter this Legal Services Contract with the Customer to provide the Ordered Panel Services in accordance with this Order Form and the Terms and Conditions.
- (v) The Parties hereby acknowledge and agree that they have read this Order Form and the Terms and Conditions and by signing below agree to be bound by this Legal Services Contract.
- (vi) In accordance with paragraph 7 of Panel Schedule 5 (Ordering Procedure), the Parties hereby acknowledge and agree that this Legal Services Contract shall be formed when the Customer acknowledges (which may be done by electronic means) the receipt of the signed copy of this Order Form (together with the Terms and Conditions) from the Supplier within two (2) Working Days from such receipt.

<b>1.1</b>	<b>CS19349</b>
<b>1.2</b>	<b>The Department for Business, Energy and Industrial Strategy (BEIS) of 1 Victoria Street, London, SW1H 0ET ("CUSTOMER")</b>
<b>1.3</b>	<b>TLT LLP of One Redcliffe Street, Bristol, BS1 6TP ("SUPPLIER")</b>
<b>1.4</b>	<b>Commencement Date: 14<sup>th</sup> October 2019</b>
<b>1.5</b>	<b>Term Expiry Date: On Completion of the Services</b>

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<b>1.6</b>	<b>Signed for and on behalf of the Customer by an authorised representative:</b>
	Name and Title <b>REDACTED</b>
	Signature <b>REDACTED</b>
	Date
<b>1.7</b>	<b>Signed for and on behalf of the Supplier by an authorised representative:</b>
	Name and Title <b>REDACTED</b>
	Signature <b>REDACTED</b>
	Date

**SECTION B****1. PANEL SERVICES****1.1. Panel Services:****BEIS**

BEIS is at the heart of the Government's agenda, with a vision of an economy that works for everyone. We are responsible for developing and delivering a comprehensive industrial strategy and leading the Government's relationship with business; we work to tackle climate change and ensure that the country has secure energy supplies that are reliable, affordable and clean. Our role is vital to lead the Government's vision in a context of momentous change, responding to both the short-term domestic impact of the UK's withdrawal from the European Union and working to define the next stage.

**Heat Networks Investment Project (HNIP)**

Heat is a major part of our economy and accounts for around a third of UK carbon emissions and almost half our energy usage. The UK has legally binding targets to reduce greenhouse gas emissions to net zero by 2050, and by 57% over the 2028-2032 period (the fifth carbon budget). Meeting these will rely on a significant contribution from decarbonising heat.

Installing efficient heat networks in areas of high heat demand is a *low regrets* way to reduce emissions while we determine how best to move the rest of our heating away from fossil fuels and towards low carbon energy sources. The Clean Growth Strategy sets out how we plan to deliver carbon savings up to the end of the fifth carbon budget period. All three illustrative pathways for meeting our 2050 target envisage a significant role for heat networks, for instance, providing 17% of heat demand in homes and up to 24% of heat demand in non-industrial business and public-sector buildings.

Meeting this scale of growth will require a significant increase in growth rates and investment in heat networks as they currently provide just 2.4% of heat for buildings in the UK. The £320m Heat Networks Investment Project (HNIP) is a first crucial step towards achieving this by reducing costs, developing the supply chain, demonstrating the attractiveness of heat networks, and drawing new investors into the market.

HNIP was launched in 2018 to support the creation of a self-sustaining heat networks market and Triple Point Heat Networks Investment Management (TP-Heat Networks) was appointed as the Delivery Partner to implement HNIP. TP-Heat Networks is a consortium led by Triple Point Investment Management and supported by Aecom, Amberside Advisors, BDO, Ecuity, Gemserv and Lux Nova.

#### **HNIP Funders Framework**

A critical part of TP-Heat Networks' role is to seek to create the right conditions and connections between project sponsors/owners, developers and funders to support market growth. The creation of this Heat Networks Funders Framework is a key element in achieving this.

The Heat Network Funding Framework will allow public sector bodies (sponsors/owners) of heat networks to access a funder base with the experience and appetite to bring projects to fruition, and in turn, produce a successful, self-sustaining heat network market. It will be open to equity investors, mezzanine debt funders, lessors/asset funders and senior debt providers and will provide:

- Commercial senior debt
- Lease/asset finance
- Commercial mezzanine debt
- Equity / shareholder subordinated debt

The intention is that BEIS will be the Contracting Authority for the Framework and TP-Heat Networks will operate the Framework on BEIS's behalf.

The Framework will be procured through the OJEU and some or all parts of the Public Contracts Regulations 2015 will apply to some or all parts of the Framework. The rationale for this is that organisations using the Framework may seek working arrangements with a funder that also require "services" of an advisory character. However, the services will be ancillary to the finance and will not include non-finance related works or services, such as construction or operation of heat networks, or stand-alone advisory services, such as financial advice or legal services.

We are in the process of developing the framework documentation, including:

- ITT
- Framework Agreement
- Call-off contract structure and process

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	<p><b>Legal Services Required</b></p> <p>Legal support is required to draft the framework agreement and call-off process, and associated T&amp;Cs. A review of the Funders Framework ITT will also be required to ensure a fit with the framework agreement, call-off and T&amp;Cs.</p> <p>The legal support will require a knowledge of financial investment agreements. It is, therefore, essential that we have a legal firm with the requisite knowledge of financial investments as well knowledge of the public procurement legislation.</p> <p>The current timeline is to publish the Funders Framework ITT by the 28<sup>th</sup> October, so we need the legal support to start as soon as possible with aim of having the work completed to meet the 28<sup>th</sup> October target date.</p>
<b>1.2</b>	<p><b>Management and review of the Services</b></p> <p>TLT will carry out the following services under this Call-Off Contract:</p> <ol style="list-style-type: none"><li>1. Drafting Framework Agreement</li><li>2. Preparing Call-Off Contract</li><li>3. Meeting to review comments</li><li>4. Revised drafts of the Framework Agreement and Call-Off terms and associated terms and conditions.</li></ol>
<b>1.3</b>	<p><b>Place of performance - London</b></p>

**2. CHARGES**

<b>2.1a</b>	<p><b>Hourly Rates Not Used</b></p> <p><b>Daily Rates Not Used</b></p> <p><b>Monthly Rates Not Used</b></p>
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<b>2.1b</b>	<b>NOT Used</b>
<b>2.2</b>	<b>Estimate of Charges Not Used</b>
<b>2.3</b>	<b>Fixed Price</b> The total value of this contract shall not exceed <b>£42,110.75</b> excluding VAT  There are no options to extend  Services to be provided in alignment with TLT proposal as detailed in Section C  All invoices shall be sent to The Department for Business, Energy and Industrial Strategy c/o UK SBS, Queensway House, West Precinct, Billingham TS23 2NF or email <a href="mailto:finance@services.uksbs.co.uk">finance@services.uksbs.co.uk</a>
<b>2.4</b>	<b>Capped Price – Not Used</b>
<b>2.5</b>	<b>Other Costs</b> <b>Reimbursable Expenses - Not payable</b> <b>Disbursements - Not payable</b>

	<b>Additional training – Not Payable</b> <b>Secondment Charge – Not Payable</b>
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**3. MISCELLANEOUS**

<b>3.1</b>	<b>CUSTOMER REPRESENTATIVE</b> REDACTED REDACTED Tel: REDACTED   Mobile: REDACTED REDACTED
<b>3.2</b>	<b>Supplier representative</b> REDACTED REDACTED, TLT Tel: REDACTED REDACTED
<b>3.3</b>	<b>KEY PERSONNEL</b> REDACTED, REDACTED – BEIS REDACTED, REDACTED – BEIS REDACTED, REDACTED – BEIS REDACTED, REDACTED – BEIS REDACTED, REDACTED – TLT REDACTED, REDACTED – TLT
<b>3.4</b>	<b>NOTICES</b> Professional Services, UK Shared Business Services, Polaris House, North Star Avenue, Swindon, Wilts SN2 1FL email: <a href="mailto:Professionalservices@uksbs.co.uk">Professionalservices@uksbs.co.uk</a>

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<b>3.5</b>	<p><b>CUSTOMER BILLING ADDRESS</b></p> <p>All invoices shall be sent to The Department for Business, Energy and Industrial Strategy c/o UK SBS, Queensway House, West Precinct, Billingham TS23 2NF or email <a href="mailto:finance@services.uksbs.co.uk">finance@services.uksbs.co.uk</a></p>
<b>3.6</b>	<p><b>SUPPLIER BANK DETAILS – NOT USED</b></p>
<b>3.7</b>	<p><b>CUSTOMER'S PURCHASE ORDER NUMBER</b></p> <p>To Follow</p>
<b>3.8</b>	<p><b>APPROVED SUB-CONTRACTORS</b></p> <p><b>NOT USED</b></p>
<b>3.9</b>	<p><b>BCDR – NOT USED</b></p>
<b>3.10</b>	<p><b>Exit Management:</b></p> <p>Not applied</p>
<b>3.11</b>	<p><b>Transparency Reports</b></p> <p>In Contract Schedule 4 (Transparency Reports)</p>
<b>3.12</b>	<p><b>Call Off Guarantee (Clause 10 of the Legal Service Contract):</b></p> <p>Not required</p>

**4. VARIATIONS TO THE TERMS AND CONDITIONS**

<b>4.1</b>	<p><b>Liability cap:</b></p> <p>Liability shall be capped at £10 million</p>
<b>4.2</b>	<p><b>Conflicts of Interest</b></p> <p>None</p>
<b>4.3</b>	<p><b>Confidentiality</b></p> <p>None</p>
<b>4.5</b>	<p><b>Intellectual Property Rights</b></p> <p>See clause 8 – Intellectual Property Rights</p>
<b>4.6</b>	<p><b>Variation to the Contract</b></p>

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**SECTION C – TLT Proposal**  
**REDACTED**

