

**PANEL AGREEMENT SCHEDULE 4**

**ORDER FORM**

**SECTION A**

- (i) This Order Form dated 17 September 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 standard call-off 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>CPD/004/120/069</b>
<b>1.2</b>	Ministry of Housing Communities and Local Government (MHCLG) <b>("CUSTOMER")</b>
<b>1.3</b>	Eversheds Sutherland (International) LLP One Wood Street, London EC2V 7WS Reg No: OC304065 <b>("SUPPLIER")</b>
<b>1.4</b>	<b>Commencement Date:</b> 17 September 2019
<b>1.5</b>	<b>Term</b> <b>(a) On Completion of the Services</b>
<b>1.6</b>	<b>Signed for and on behalf of the Customer by an authorised representative:</b>

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

**SECTION B**

**1. PANEL SERVICES**

<b>1.1</b>	<b>Panel Services:</b> As set out in the Customer's specification ref " <i>CPD-004-120-069; Attachment 3 - Statement of Requirements v1.0</i> " dated 22/08/2019 and the Supplier's tender response ref " <i>An Eversheds Sutherland Proposal to MHCLG</i> " dated 06/09/2019.
<b>1.2</b>	<b>Management and review of the Services</b> Reviews shall be undertaken at monthly intervals.
<b>1.3</b>	<b>Place of performance</b> London

**2. CHARGES**

<b>2.1a</b>	<b>Firm Price (based on Daily Rates)</b> As set out in the Supplier's Price response ref " <i>Attachment_4_-_Price_Schedule_v1_0</i> " dated 06/09/2019.
<b>2.1b</b>	<ul style="list-style-type: none"> <li>• Where any Supplier Personnel have completed eight (8) hours of work on any given day, the daily rate will apply irrespective of how many further hours of work are completed on that day.</li> <li>• Where any Supplier Personnel have completed twenty (20) days of work in any given Month, the monthly rate will apply irrespective of how many further hours of work are completed in that Month.</li> </ul>
<b>2.2</b>	<b>Estimate of Charges - not used</b>

2.3	<b>Fixed Price - not used</b>
2.4	<b>Capped Price - used</b> £59,780 plus VAT – as set out in the Supplier’s Price Schedule.
2.5	<b>Other Costs</b> <b>Reimbursable Expenses</b> Not payable  <b>Disbursements</b> Not payable

**3. MISCELLANEOUS**

3.1	<b>CUSTOMER REPRESENTATIVE</b> REDACTED																					
3.2	<b>SUPPLIER REPRESENTATIVE</b> REDACTED																					
3.3	<b>KEY PERSONNEL</b> <table border="1" data-bbox="306 1151 1034 1912"> <thead> <tr> <th data-bbox="306 1151 660 1240">Name</th> <th data-bbox="660 1151 1034 1240">Grade Title</th> </tr> </thead> <tbody> <tr> <td data-bbox="306 1240 660 1317">REDACTED</td> <td data-bbox="660 1240 1034 1317">Partner</td> </tr> <tr> <td data-bbox="306 1317 660 1393">REDACTED</td> <td data-bbox="660 1317 1034 1393">Partner</td> </tr> <tr> <td data-bbox="306 1393 660 1469">REDACTED</td> <td data-bbox="660 1393 1034 1469">Legal Director</td> </tr> <tr> <td data-bbox="306 1469 660 1545">REDACTED</td> <td data-bbox="660 1469 1034 1545">Legal Director</td> </tr> <tr> <td data-bbox="306 1545 660 1621">REDACTED</td> <td data-bbox="660 1545 1034 1621">Principal Associate</td> </tr> <tr> <td data-bbox="306 1621 660 1697">REDACTED</td> <td data-bbox="660 1621 1034 1697">Partner</td> </tr> <tr> <td data-bbox="306 1697 660 1774">REDACTED</td> <td data-bbox="660 1697 1034 1774">Partner</td> </tr> <tr> <td data-bbox="306 1774 660 1850">REDACTED</td> <td data-bbox="660 1774 1034 1850">Partner</td> </tr> <tr> <td data-bbox="306 1850 660 1912">REDACTED</td> <td data-bbox="660 1850 1034 1912">Partner</td> </tr> </tbody> </table>		Name	Grade Title	REDACTED	Partner	REDACTED	Partner	REDACTED	Legal Director	REDACTED	Legal Director	REDACTED	Principal Associate	REDACTED	Partner	REDACTED	Partner	REDACTED	Partner	REDACTED	Partner
Name	Grade Title																					
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3.4	<p><b>NOTICES</b></p> <p>Customer REDACTED</p> <p>Supplier REDACTED</p>
3.5	<p><b>CUSTOMER BILLING ADDRESS</b></p> <p>REDACTED</p>
3.6	<p><b>SUPPLIER BANK DETAILS</b></p> <p>REDACTED</p>
3.7	<p><b>CUSTOMER'S PURCHASE ORDER NUMBER</b></p> <p>TBC</p>
3.8	<p><b>APPROVED SUB-CONTRACTORS</b></p> <p>Not required</p>
3.9	<p><b>BCDR</b></p> <p>Not required</p>
3.10	<p><b>Exit Management:</b></p> <p>Not applied</p>
3.11	<p><b>Transparency Reports</b></p> <p>Not required</p>
3.12	<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**

4.1	<p><b>Liability cap</b></p> <p>The Supplier limits its liability for any claims made in respect of its negligence and/or breach of contract (including in respect of any omission) or in any other way arising from the carrying out of the Panel Services to a maximum of £10 million in the aggregate.</p>
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