

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

Order Form

CALL-OFF REFERENCE: **C316506**

THE BUYER: The Secretary of State for Health and Social Care,
acting as part of the Crown

BUYER ADDRESS Department for Health and Social Care (DHSC),
39 Victoria Street, London SW1H 0EU

THE SUPPLIER: Bevan Brittan LLP

SUPPLIER ADDRESS: Kings Orchard, 1 Queen Street, Bristol, BS2 0HQ

REGISTRATION NUMBER: OC309219

DUNS NUMBER: 739754104

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 28 October 2024.

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 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)

● Call-Off Schedules for **C316506** Call-Off reference number]

- Call-Off Schedule 1 (Transparency Reports)
- Call-Off Schedule 3 (Continuous Improvement)
- Call-Off Schedule 7 (Key Supplier Staff)
- Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
- 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:

None

CALL-OFF START DATE:	The earlier of the date that the Call-Off Contract has been signed by both parties and the date on which the Supplier is asked by the Buyer to start reviewing the Outputs.
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CALL-OFF EXPIRY DATE:	31 March 2026
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CALL-OFF INITIAL PERIOD:	From the Call-Off Start Date to the Call-Off Expiry Date.
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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).

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See details in Call-Off Schedule 20 (Call-Off Specification). The Outputs as defined in Schedule 20 are Deliverables.

MANAGEMENT OF CONFLICT OF INTEREST

As set out in Clause 32 of the Core Terms.

CONFIDENTIALITY

As set out in Clause 15 of the Core Terms.

IPR

The Supplier acknowledges that the Deliverables will be primarily derived from documentation initially produced by the Buyer and other persons who are not the Supplier, and that the intention is that they will form part of a suite of documentation for use across the health service. Therefore, Clause 9 (IPRs) of the Core Terms shall apply to this Call-Off Contract, meaning that the Buyer shall own any New IPR created under this Call-Off Contract.

For the avoidance of doubt, Clause 9 (IPRs) is not amended by Call-Off Schedule 24 (Special Schedule).

MAXIMUM LIABILITY

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CALL-OFF CHARGES

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

- **(a) Hourly Rate;** (b) Capped Price; (c) Fixed Price; and/or (d) any combination of the above for the applicable grades being used, or (e) any other fee arrangement.
- Insert if a Legal Project Manager is being used and the rate applicable.

The Supplier shall provide estimates to the Buyer as requested for the various Deliverables.

Supplier
Bevan Brittan LLP

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Band 1 (Partner)	Band 2 (Legal Director)	Band 3 (Senior Solicitor, Senior Associate)	Band 4 (Solicitor, Associate)
Redacted in Line with Section 43 of FOIA	Redacted in Line with Section 43 of FOIA	Redacted in Line with Section 43 of FOIA	Redacted in Line with Section 43 of FOIA
Band 5 (NQ Solicitor / Associate, Junior Solicitor / Associate)	Band 6 (Trainee)	Band 7 (Paralegal, legal assistant)	Legal Project Manager (if required)
Redacted in Line with Section 43 of FOIA	Redacted in Line with Section 43 of FOIA	Redacted in Line with Section 43 of FOIA	Redacted in Line with Section 43 of FOIA

The Charges will not be impacted by any change to the Framework Prices. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of:

- Indexation
- Specific Change in Law

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.

Threshold 1	Threshold 2	Threshold 3
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Redacted in Line with Section 43 of FOIA	Redacted in Line with Section 43 of FOIA	Redacted in Line with Section 43 of FOIA

REIMBURSABLE EXPENSES

None

DISBURSEMENTS

Not Payable

ADDITIONAL TRAINING CHARGE

Not applicable

SECONDMENT CHARGE

Not applicable

PAYMENT METHOD

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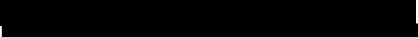
BUYER'S INVOICING ADDRESS:

All draft invoices, after being verified and approved by the Buyer or their representatives, should be submitted by the Supplier, quoting a valid purchase order number (PO) as follows:

Accounts Payable



Department for Health and Social Care (DHSC), 39 Victoria Street, London, SW1H 0EU

Draft invoices to be submitted for approvals to 
and  and any other named person (as required)

Final invoices to be submitted in PDF to the above for prompt payment.

BUYER'S AUTHORISED REPRESENTATIVE



Senior Lawyer



FOIA

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Senior Lawyer

Redacted in Line with Section 43 of FOIA

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Senior Lawyer

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Senior Lawyer

Redacted in Line with Section 43 of FOIA

Redacted in Line with Section 43 of FOIA

Senior Lawyer

Redacted in Line with Section 43 of FOIA

Redacted in Line with Section 43 of FOIA

Procurement Policy Manager

Redacted in Line with Section 43 of FOIA

BUYER'S ENVIRONMENTAL POLICY

Available on request

BUYER'S SECURITY POLICY

Available on request

BUYER'S ICT POLICY

Available on request

SUPPLIER'S AUTHORISED REPRESENTATIVE

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Partner

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SUPPLIER'S CONTRACT MANAGER

Redacted in Line with Section 43 of FOIA

Partner

Redacted in Line with Section 43 of FOIA

PROGRESS REPORT

Progress reports in accordance with the Specification in Call-Off Schedule 20, may be requested by the Authority, using the format provided and ad-hoc where requested.

PROGRESS REPORT FREQUENCY

10 working days after contract commencement and every 10 working days thereafter. The Authority reserves the right to change the frequency of progress reporting.

PROGRESS MEETINGS AND PROGRESS MEETING FREQUENCY

The Supplier will assign one representative (staff name to be determine) to attend progress meetings (virtual) with the Authority and its nominated representatives. The first meeting will take place 10 working days after contract commencement with the agenda to be determined by the parties.

KEY STAFF

Redacted in Line with Section 43 of FOIA Partner

Redacted in Line with Section 43 of FOIA

Bevan Brittan

Redacted in Line with Section 43 of FOIA

Redacted in Line with Section 43 of FOIA Partner

Redacted in Line with Section 43 of FOIA

Bevan Brittan

Redacted in Line with Section 43 of FOIA

Redacted in Line with Section 43 of FOIA Senior Associate

Redacted in Line with Section 43 of FOIA

Bevan Brittan

Redacted in Line with Section 43 of FOIA

Framework Ref: RM6179

Project Version: v1.0

Model Version: v3.7

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Bevan Brittan

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[Redacted]

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Bevan Brittan

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[Redacted]

Redacted in Line with Section 43 of F Solicitor

Redacted in Line with Section 43 of FOIA

Bevan Brittan

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[Redacted]

KEY SUBCONTRACTOR(S)

Not Applicable

COMMERCIALLY SENSITIVE INFORMATION

Supplier's Commercially Sensitive Information

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

Not applicable


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Project Version: v1.0

Model Version: v3.7

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	Redacted in Line with Section 43 of FOIA	Signature:	Redacted in Line with Section 43 of FOIA
Name:	Redacted in Line with Section 43 of FOIA	Name:	Redacted in Line with Section 43 of FOIA
Role:	Supplier's Authorised Representative	Role:	Commercial Manager
Date:	24 October 2024	Date:	28 October 2024

Joint Schedules


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Call-Off Schedules


Redacted in Line with Section 43 of FOIA


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