

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

## Order Form

CALL-OFF REFERENCE:	<b>Ad-hoc Legal Service Support to CLG DfE</b>
THE BUYER:	Government Legal Department
BUYER ADDRESS	102 Petty France, London, SW1H 9AJ
THE SUPPLIER:	TLT LLP
SUPPLIER ADDRESS:	One Redcliff Street, Bristol, BS1 6TP
REGISTRATION NUMBER:	██████████
DUNS NUMBER:	██████████
SID4GOV ID:	N/A

### APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated **5 April 2024** 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(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
    - Call-Off Schedule 1 (Transparency Reports)
    - Call-Off Schedule 2 (Staff Transfer)
    - Call-Off Schedule 3 (Continuous Improvement)
    - 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: 5 April 2024

CALL-OFF EXPIRY DATE: On completion of deliverables

CALL-OFF INITIAL PERIOD: 12 Months

## WORKING DAY

For the purposes of this Call-Off Contract, “**Working Day**” shall mean any day, including Saturdays and Sundays and public holidays.

## CALL-OFF DELIVERABLES

Commercial legal advice and services on matters including, but not limited to Mandatory Specialisms 3 (Contracts), 18 (Public procurement law), 8 (Information law including data protection law), and 10 (Intellectual property law) as set out in Paragraph 6.5 of Framework Schedule 1 (Specification).

The Services shall be provided on an ad-hoc basis in response to requests from the Buyer. [REDACTED] (or their respective replacements) from the Supplier shall review requests from the Buyer and shall allocate such requests to its staff at its discretion provided that the Services are provided – or supervised by – a Supplier lawyer of appropriate seniority. The Supplier shall:

1. acknowledge receipt of all requests for legal services from the Buyer within three hours of the Buyer's initial request;
2. allocate requests for legal services to a lawyer of appropriate grade within four hours of the Buyer's initial request, subject to the Supplier clearing any conflicts checks required;
3. attend a call with the relevant GLD lawyer or DfE client within 24 hours of the Buyer's initial request, unless otherwise agreed.

The Supplier shall provide overall support with an indicative capacity of 25% FTE but the Buyer gives no guarantee as to the volume of work to be sent to the Supplier and it is anticipated that the level of work required will fluctuate week on week.

The Services are to be provided by the Supplier at its offices or via remote working at its discretion. The Supplier shall provide the Services using its own ICT systems.

#### 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 Charges for the Call-Off Initial Period used to calculate liability in the first Contract Year is £50,000.

#### CALL-OFF CHARGES

The Supplier shall charge for the Services at the rates set out in the table below, provided that it shall notify the Buyer where:

1. The Supplier completes more than 20 hours' work in total under this Call Off over the course of a one week period; or
2. The Supplier completes work, the value of which exceeds [REDACTED] on a single matter allocated under this Call Off.

In the event the Supplier gives such a notification pursuant to bullet 1, above, it shall pause work on all matters under this Call Off until it receives confirmation from the Buyer that it should proceed with such work.

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Fee Earner	Hourly Price
Partner	
Legal Director	
Senior Solicitor	
Solicitor	
Junior Solicitor	
Trainee / Paralegal	
Legal Project Manager	

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.

## None

Not Payable

£ STERLING CLIENT ACCOUNT BANK	
BANK BRANCH/ADDRESS	<div>████████████████████</div> <div> <div>██</div> <div>████</div> </div> <div>████████████████████</div> <div>██████████████</div> <div>██████████</div> <div>██████</div> <div>██████</div>
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IBAN	
REFERENCE	N/A

BUYER'S INVOICING ADDRESS:

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

102 Petty France, London

Draft invoices with full narrative to include work to that point should be sent to [REDACTED] a few days before month end for approval. Once the draft invoice is approved, the invoice should be sent to the Buyer's Invoicing Address quoting the correct reference.

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

SUPPLIER'S CONTRACT MANAGER

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

PROGRESS REPORT

The Supplier shall prepare at no cost to the Buyer a summary report setting out:

1. A brief update on the status of each matter on which the Supplier is instructed by the Buyer under this Call-Off Contract; and
2. A WIP report detailing:
  - 2.1. the charges billed to date on each matter;
  - 2.2. the work completed during the week for each matter;
  - 2.3. the total spend to date across all matters.

PROGRESS REPORT FREQUENCY

The Supplier shall prepare progress reports on a weekly basis and provide them to the Buyer by 4pm on a Wednesday (covering the previous week) via email, unless otherwise agreed between the parties.

**PROGRESS MEETINGS AND PROGRESS MEETING FREQUENCY**

The Supplier's relationship partner or their nominated deputy shall meet fortnightly with the Buyer to review progress on matters on which the Supplier is instructed under this Call-Off Contract. Such meetings shall occur fortnightly and at no cost to the Buyer, at a time to be agreed between the parties and shall take place via Microsoft Teams or equivalent.

**KEY STAFF**

Not applicable

**KEY SUBCONTRACTOR(S)**

Not Applicable

**COMMERCIALLY SENSITIVE INFORMATION**

Not applicable

**ADDITIONAL INSURANCES**



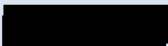
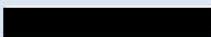
Not applicable

**GUARANTEE**

Not applicable

**SOCIAL VALUE COMMITMENT**

Not applicable

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:	Partner	Role:	Deputy Director (CLG DfE)
Date:	4 April 2024	Date:	29 April 2024

## Annex A: List of Transparency Reports

Title	Content	Format	Frequency
Performance and forward plan	As requested	As requested	As requested
Call-Off Contract Charges and budget management	As requested	As requested	As requested
Key Subcontractors	As requested	As requested	As requested
Technical	As requested	As requested	As requested
Performance management	As requested	As requested	As requested