**Framework Schedule 6 (Order Form Template and Call-Off Schedules)**Crown Copyright 2018

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

**Order Form**

CALL-OFF REFERENCE: **711883450**

THE BUYER: DIO Ministry of Defence

BUYER ADDRESS ***Redacted***

THE SUPPLIER: Burges Salmon LLP

SUPPLIER ADDRESS: ***Redacted***

REGISTRATION NUMBER: **OC307212**

DUNS NUMBER: **738152433**

SID4GOV ID: **Unknown**

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 30th May 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**

WORK\52814000\v.2

Framework Ref: RM6179

Project Version: v1.0 1
Model Version: v3.7

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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)
* Joint Schedule 12 (Supply Chain Visibility)
* Call-Off Schedules for **711883450**
* Call-Off Schedule 1 (Transparency Reports)
* Call-Off Schedule 2 (Staff Transfer)
* Call-Off Schedule 3 (Continuous Improvement)
* Call-Off Schedule 8 (Business Continuity and Disaster Recovery
* Call-Off Schedule 12 (Clustering)
* Call-Off Schedule 17 (MOD Terms)
* Call-Off Schedule 24 (Special Schedule)
1. CCS Core Terms (version 3.0.11)
2. Joint Schedule 5 (Corporate Social Responsibility) RM6179
3. Call-Off Schedule 4 (Call-Off Tender)
4. The additional terms added by Burges Salmon (highlighted in red)

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]

Where the Services provided under the Call-Off Contract include Legal Services and Schedule 24 (Special Schedule) Legal Services Contract applies, in addition to the amendments set out in Schedule 24, the following amendments shall be deemed incorporated into Schedule 24:

34. Resolving Disputes Complaint Handling 34.10 The Supplier’s complaints handling procedure can be viewed here: <https://www.burgessalmon.com/contact-us/complaints-handling-procedure>. 34.11 The Supplier is not authorised by the Financial Conduct Authority (FCA). The Supplier is, however, included on the

WORK\52814000\v.2

Framework Ref: RM6179

Project Version: v1.0 2
Model Version: v3.7

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register maintained by the FCA so that it can carry on insurance distribution activity, which is broadly the advising on, selling and administration of insurance contracts. This part of the Supplier’s business is regulated by the Solicitors Regulation

Authority and arrangements for complaints or redress are subject to the jurisdiction of the Legal Ombudsman. The register can be accessed at [www.fca.org.uk/firms/financialservices-register](http://www.fca.org.uk/firms/financialservices-register)

CALL-OFF START DATE: **On dual signature**

CALL-OFF EXPIRY DATE: **31st March 2025**

CALL-OFF INITIAL PERIOD: **tbc**

WORKING DAY

7 hours 24 minutes per day

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).

Option B: See details in Call-Off Schedule 20 (Call-Off Specification) MANAGEMENT OF CONFLICT OF INTEREST

CONFIDENTIALITY

IPR

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 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. For the purposes of Clause 11.2 of the Core Terms (as amended by the Framework Special Terms), the Supplier's liability for any damages, costs, claims, expenses, interest or other liability arising out of the performance or non-performance by the Supplier (or by any person for whom the Supplier may be liable vicariously) of its obligations under this Call-Off Contract (whether by virtue of negligence or otherwise) shall be limited to £10 million per claim. When considering what may be regarded as one claim for the purposes of this limit of liability all claims against the Supplier arising from one act or omission, one series of related acts or omissions, the same act or omission in a series of related matters or transactions, similar acts or omissions in a series of related

WORK\52814000\v.2

Framework Ref: RM6179

Project Version: v1.0 3
Model Version: v3.7

**Framework Schedule 6 (Order Form Template and Call-Off Schedules)**Crown Copyright 2018

matters or transactions and all claims against the Supplier arising from one matter or transaction will be regarded as one claim.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is ***Redacted***

CALL-OFF CHARGES

Option A: **Insert** the Charges for the Deliverables, including pricing mechanism and

unit on an:

* (a) Hourly Rate
* Insert if a Legal Project Manager is being used and the rate applicable.

***Redacted***

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
None

DISBURSEMENTS
Not applicable

ADDITIONAL TRAINING CHARGE
Not applicable

SECONDMENT CHARGE
Not applicable

PAYMENT METHOD

Electronic Via CP&F/ Exostar. Payment upon completion of contract.

BUYER’S INVOICING ADDRESS:

***Redacted***

BUYER’S AUTHORISED REPRESENTATIVE
***Redacted***

WORK\52814000\v.2

Framework Ref: RM6179

Project Version: v1.0 4
Model Version: v3.7

**Framework Schedule 6 (Order Form Template and Call-Off Schedules)**Crown Copyright 2018

BUYER’S ENVIRONMENTAL POLICY

<https://www.gov.uk/government/publications/jsp-418-mod-corporate-environmental-protection-manual>

BUYER’S SECURITY POLICY

<https://www.gov.uk/government/publications/security-policy-framework>

BUYER’S ICT POLICY
N/A

SUPPLIER’S AUTHORISED REPRESENTATIVE

***Redacted***

PROGRESS REPORT
N/A

PROGRESS REPORT FREQUENCY

PROGRESS MEETINGS AND PROGRESS MEETING FREQUENCY As required with project team

KEY STAFF

***Redacted***

KEY SUBCONTRACTOR(S)
N/A

WORK\52814000\v.2

Framework Ref: RM6179

Project Version: v1.0 5
Model Version: v3.7

**Framework Schedule 6 (Order Form Template and Call-Off Schedules)**Crown Copyright 2018

COMMERCIALLY SENSITIVE INFORMATION

None have been identified at present other than Supplier fee rates however should

buyer or Supplier become aware of any then they must inform the other.

SERVICE CREDITS

N/A

ADDITIONAL INSURANCES
N/A

GUARANTEE
N/A

SOCIAL VALUE COMMITMENT
N/A

|  |  |
| --- | --- |
| **For and on behalf of the Supplier:** | **For and on behalf of the Buyer:** |
| Signature: |  ***Redacted*** | Signature: |  ***Redacted*** |
| Name: | ***Redacted*** | Name: |  ***Redacted*** |
| Role: | ***Redacted*** | Role: |  ***Redacted*** |
| Date: | 8.7.24 | Date: |  09/07/2024 |

WORK\52814000\v.2

Framework Ref: RM6179

Project Version: v1.0 6
Model Version: v3.7