

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

### Order Form

CALL-OFF REFERENCE:	<b>TIS0715</b>
THE BUYER:	<b>The Insolvency Service</b>
BUYER ADDRESS:	<b>16th Floor, 1 Westfield Avenue, Stratford, London, E20 1HZ</b>
THE SUPPLIER:	<b>TLT LLP</b>
SUPPLIER ADDRESS:	<b>One Redcliff Street, Bristol, BS1 6TP</b>
REGISTRATION NUMBER:	<b>OC308658</b>
DUNS NUMBER:	<b>739281603</b>
SID4GOV ID:	<b>N/A</b>

### APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 11 July 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 RM6179**
    - Call-Off Schedule 1 (Transparency Reports)
    - Call-Off Schedule 2 (Staff Transfer)
    - Call-Off Schedule 3 (Continuous Improvement)
    - Call-Off Schedule 5 (Pricing Details)
    - Call-Off Schedule 7 (Key Supplier Staff)
    - Call-Off Schedule 9 (Security)
    - Call-Off Schedule 10 (Exit Management)
    - Call-Off Schedule 14 (Service Levels)
    - Call-Off Schedule 15 (Call-Off Contract Management)
    - 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:

### **SPECIAL TERM 1**

"The Supplier has numerous clients that rely upon it for general representation. The Supplier advises clients in matters arising under the laws of: one or more of the constituent parts of the United Kingdom, the

European Union, a Member State of the European Union, the WTO, other international trade and/or investment agreements, or public international law generally. As a result, without advance conflicts waivers from Supplier clients, conflicts of interest could arise that could deprive either the Buyer or other Supplier clients of the right to select the Supplier as counsel.

In light of the foregoing, other current or future clients of the Supplier including those identified in the preceding paragraph (collectively, the “Other Clients”) may ask the Supplier to represent them in matters (including litigation) that are adverse to the Buyer but that are not substantially related to the Supplier’s representation of the Buyer. If the Supplier is not representing the Buyer in such a matter, and the matter in which the Buyer and the Other Client have adverse interests is not substantially related to our current or past representation of the Buyer, then:

1. the Buyer agrees that the Supplier may represent such Other Client to the extent and provided that the Supplier is and remains not substantially related to the Supplier’s representation of the Buyer;
2. the Buyer waives any conflict of interest arising from such representation; and
3. the Buyer agrees that it will not seek to disqualify or otherwise prevent the Supplier from representing such Other Client,

provided that any Confidential Information and Personal Data held by lawyers of the Supplier that assisted the Buyer in this matter is kept confidential, in the case of Confidential Information, and Processed, in the case of Personal Data, in accordance with Clauses 14 and 15 of the Core Terms, respectively.

The Buyer acknowledges that it has had an opportunity to consult with other counsel (in-house or otherwise) before agreeing to this waiver.”

**CALL-OFF START DATE:** 11 July 2024

**ALL-OFF EXPIRY DATE:** On completion of the Deliverables

**CALL-OFF INITIAL PERIOD:** Twelve (12) Months

**CALL-OFF EXTENSION PERIOD:** Twelve (12) Month Increments until Call-Off Expiry Date

**WORKING DAY**

As defined in Joint Schedule 1 (Definitions), including “Working Day”, “Work Day” and “Work Hours”.

### **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).

See details in Call-Off Schedule 20 (Call-Off Specification)

### **MANAGEMENT OF CONFLICT OF INTEREST**

Conflict Checks will be undertaken for each specific matter as part of the formal instruction.

### **CONFIDENTIALITY**

In accordance with Clause 15 of the Core Terms included as part of this agreement but further to note that the subject matter of the contract is strictly confidential and access to case files and papers shall be restricted to specific personnel as approved by the Buyer

### **IPR**

In accordance with Clause 9 Intellectual Property Rights (IPRs).

### **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 Year 1 Charges used to calculate liability in the first Contract Year is **REDACTED**

### **CALL-OFF CHARGES**

See details in Call-Off Schedule 5 (Pricing Details)

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.

## **REIMBURSABLE EXPENSES**

As set out in INSS Travel and Subsistence Policy and Guidance V1.0

## **DISBURSEMENTS**

Payable by the Supplier and recharged to the Buyer

## **ADDITIONAL TRAINING CHARGE**

Not used

## **SECONDMENT CHARGE**

Not used

## **BILING AND SANCTIONS**

Following contract signature, detailed instructions (the "Billing and Sanctions Instructions") shall be issued by the Buyer with an initial Cost Sanction (agreed amount of sanctioned fee), setting the Sanction Limit (being the maximum amount of fees chargeable). Once the Supplier reaches the Sanction Limit, the Supplier will then draft a set of next step recommendations to be issued to the Buyer, detailing the proposed actions to be undertaken.

On the 22nd (or nearest Working Day) of each Month the Supplier will provide the Buyer with a document which sets out all potential billing against all Deliverables in a period, known as a "Pre-Bill", for Buyer approval. Following approval, the Supplier will invoice in accordance with the fees agreed and accepted as included in said Pre-Bill for that month.

## **PAYMENT METHOD**

Monthly consolidated invoice including progress against milestones, or any milestone payments as required. Payments shall be made as BACs Transfer.

## **BUYER'S INVOICING ADDRESS**

**REDACTED**

## **BUYER'S AUTHORISED REPRESENTATIVE**

**REDACTED**

Head of Corporate Services and Operations Category (Commercial)

**REDACTED**

## **BUYER'S ENVIRONMENTAL POLICY**

INSS Environmental Policy V1.0

## **BUYER'S SUSTAINABILITY POLICY**

INSS Environmental Policy V1.0

## **BUYER'S ICT AND SECURITY POLICY**

INSS Physical Security Policy V2.0

INSS Physical Security Management Plan 2022 V2.0

INSS Information Risk Policy (IG.ISMS.D.5.2) V1.8

INSS Guidance What is Personal Data V1.0

## **SUPPLIER'S AUTHORISED REPRESENTATIVE**

**REDACTED**

Client Relationship Partner

**REDACTED**

## **SUPPLIER'S CONTRACT MANAGER**

**REDACTED**

Client Relationship Partner

**REDACTED**

## **PROGRESS REPORT**

Unless otherwise agreed or directed operationally, progress reports shall be submitted in accordance with the Call-Off Schedule 20 (Call-Off Specification).

## **PROGRESS REPORT FREQUENCY**

Unless otherwise agreed or directed operationally, progress reports shall be submitted in accordance with the Call-Off Schedule 20 (Call-Off Specification).

## **PROGRESS MEETINGS AND PROGRESS MEETING FREQUENCY**

Unless otherwise agreed or directed operationally, progress reports shall be submitted in accordance with the Call-Off Schedule 20 (Call-Off Specification).

## **KEY STAFF**

**REDACTED**

Client Relationship Partner

**REDACTED**

**REDACTED**

Deputy Client Relationship Partner

**REDACTED**

**REDACTED**

Senior Associate

**REDACTED**

## **KEY SUBCONTRACTOR(S)**

Not Applicable

## COMMERCIALLY SENSITIVE INFORMATION

Description of Supplier's Commercially Sensitive Information	1. All pricing and fee details 2. Information relating to work undertaken for clients.
Cross reference(s) to location of sensitive information	1. Submitted Pricing Schedule or Framework Schedule 3 (Framework Pricing), whichever is used. 2. Framework Schedule 2 (Framework Tender)
Explanation of sensitivity	1. We consider the information to be exempt from disclosure under Section 41 (information provided in confidence) and Section 43 (prejudice of commercial interests). This information is commercially sensitive information, disclosure of which would provide our competitors with an unfair advantage in future tender situations. 2. We consider the information to be exempt from disclosure under Section 41 (information provided in confidence) and Section 43 (prejudice of commercial interests). This information is not in the public domain and is provided in confidence. Disclosure of this information would result in an actionable breach of confidence.
Details of potential harm from disclosure	1. This information is commercially sensitive information, disclosure of which would provide our competitors with an unfair advantage in future tender situations. 2. This information is not in the public domain and is provided in confidence. Disclosure of this information would result in an actionable breach of confidence.
Period of confidence	1. We would request that the duration of this commercially sensitive information is unlimited. 2. We would request that the duration of this commercially sensitive information is unlimited.
Contact details for Transparency/FOI matters	Name: <b>REDACTED</b> Position: Partner Address: <b>REDACTED</b> Telephone Number: <b>REDACTED</b> Email Address: <b>REDACTED</b>

## SERVICE CREDITS

Not Used

## ADDITIONAL INSURANCES

Not Used

## GUARANTEE

Not Used

## SOCIAL VALUE COMMITMENT

**Framework Schedule 6 Order Form**

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The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Framework Schedule 1 (Framework Specification) and Framework Schedule 3 (Framework Tender).

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:	25/07/2024	Date:	25/07/2024