

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

### Order Form

CALL-OFF REFERENCE:	<b>CPD4122240</b>
THE BUYER:	<b>Department for Levelling Up, Housing and Communities</b>
BUYER ADDRESS	<b>2 Marsham Street, London SW1P 4DF</b>
THE SUPPLIER:	<b>Dentons UK and Middle East LLP</b>
SUPPLIER ADDRESS:	One Fleet Place, London EC4M 7WS
REGISTRATION NUMBER:	OC322045
DUNS NUMBER:	779522056
SID4GOV ID:	<b>n/a</b>

#### APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 21 July 2022.

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 Services**

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Project Version: v1.0

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. The following Schedules in equal order of precedence:

- Joint Schedules for RM6179 CPD4122240
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- Joint Schedule 2 (Variation Form)
- Joint Schedule 3 (Insurance Requirements)
- Joint Schedule 4 (Commercially Sensitive Information)
- Joint Schedule 6 (Key Subcontractors)
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)

- Call-Off Schedules for **CPD4122240**

- Call-Off Schedule 1 (Transparency Reports)
- Call-Off Schedule 2 (Staff Transfer)
- Call-Off Schedule 3 (Continuous Improvement)

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- Call-Off Schedule 5 (Pricing Details)
- Call-Off Schedule 6 (ICT Services)
- Call-Off Schedule 9 (Security)
- Call-Off Schedule 10 (Exit Management)
- Call-Off Schedule 15 (Call-Off Contract Management)
- Call-Off Schedule 20 (Call-Off Specification)
- Call-Off Schedule 24 (Special Schedule)

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4. CCS Core Terms (version 3.0.11)
  5. Joint Schedule 5 (Corporate Social Responsibility) RM6179
  6. Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

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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: **25 July 2022**

CALL-OFF EXPIRY DATE: **30 November 2026**

CALL-OFF INITIAL PERIOD: **4 Years, 4 Months**

CALL-OFF OPTIONAL EXTENSION PERIOD: **Up to 12 months extension (1 year)**

### WORKING DAY

Definition: Any day other than a Saturday or Sunday or public holiday in England and Wales unless specified otherwise by the Parties in the Order Form.

DLUHC may require the Supplier to work over weekends and potential bank holidays as advised in Call-Off Schedule 20 (Call-Off Specification). This will be discussed with the Supplier beforehand should the need arise.

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### **CALL-OFF DELIVERABLES**

Option B: See details in Call-Off Schedule 20 (Call-Off Specification)

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).

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

Supplier has processes in place should a conflict arise.

### **CONFIDENTIALITY**

None

### **IPR**

All IPR is the property of the Buyer as Supplier confirmed acceptance of terms and conditions. (See page 2 of Call-Off Schedule 4 – Call-Off Tender)

### **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**

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

### **REDACTED**

The capped value of this contract is £2,172,000 excl VAT for the duration of this contract. Please note there is no guaranteed spend of this contract.

### **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.

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**REIMBURSABLE EXPENSES**

None

**DISBURSEMENTS**

Not Payable

**ADDITIONAL TRAINING CHARGE**

None

**SECONDMENT CHARGE**

Not Applicable

**PAYMENT METHOD**

Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.

Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.

The Supplier will be required to submit invoices with the relevant Purchase Order number issued by the Buyer. Failure to do this could result in a delay in the payment of invoices.

Submitted invoices will be paid by BACS.

**REDACTED**

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

**BUYER'S INVOICING ADDRESS:**

DLUHC, CP2P Team, 4<sup>th</sup> Floor, High Trees, Hillfield Road, Hemel Hempstead HP2 4XN

**REDACTED**

**BUYER'S AUTHORISED REPRESENTATIVE**

**REDACTED**

Deputy Director, Planning

**REDACTED**

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**BUYER'S ENVIRONMENTAL POLICY**

Greening Government Commitments Annual Report [April 2020]

[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/883779/ggc-annual-report-2018-2019.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/883779/ggc-annual-report-2018-2019.pdf)

**BUYER'S SECURITY POLICY**

Appended at Call-Off Schedule 9 – Security

**BUYER'S ICT POLICY**

Appended at Call-Off Schedule 6 – ICT Services

**SUPPLIER'S AUTHORISED REPRESENTATIVE**

**REDACTED**

Partner

**REDACTED**

**SUPPLIER'S CONTRACT MANAGER**

**REDACTED**

Account Manager

**REDACTED**

One Fleet Place, London EC4M 7WS

**PROGRESS REPORT**

Not applicable.

**PROGRESS REPORT FREQUENCY**

Not applicable.

**PROGRESS MEETINGS AND PROGRESS MEETING FREQUENCY**

The Supplier will be required to provide a progress update to DLUHC, via a virtual meeting, on a fortnightly basis.

**KEY STAFF**

Not applicable

**KEY SUBCONTRACTOR(S)**

BDB Pitmans LLP

**COMMERCIALLY SENSITIVE INFORMATION**

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Not applicable

### SERVICE CREDITS

Not applicable

A Critical Service Level Failure is failure to deliver to Buyer's requirement.

### ADDITIONAL INSURANCES

Not applicable

### GUARANTEE

Not applicable

### SOCIAL VALUE COMMITMENT

Social Value will be considered for this requirement and will be Theme 2: Tackling Economic Inequality in line with Cabinet Office Social Value Model with the Policy Outcome being Create New Businesses, New Jobs and New Skills. The Supplier will aim to delivery any/all of the following benefits through the contract under MAC 2.2.

- MAC 2.2: Create employment and training opportunities particularly for those who face barriers to employment and/or who are located in deprived areas, and for people in industries with known skills shortages or in high growth sectors.

(See page 23 of Call-Off Schedule 4 – Call-Off Tender for Supplier's Social Value commitment)

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:	<b>REDACTED</b>	Name:	<b>REDACTED</b>
Role:	Partner	Role:	Deputy Director
Date:	29 July 2022	Date:	29 <sup>th</sup> July 2022

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