

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

Order Form

CALL-OFF REFERENCE:	C211019
THE BUYER:	The Secretary of State for Health and Social Care acting as part of the Crown
BUYER ADDRESS	39 Victoria Street, London, SW1H 0EU
THE SUPPLIER:	Burges Salmon LLP
SUPPLIER ADDRESS:	1 Glass Wharf, Bristol, BS2 0ZX
REGISTRATION NUMBER:	OC307212
DUNS NUMBER:	738152433
SID4GOV ID:	432710

This Order Form is for the provision of the Call-Off Deliverables and dated 15/09/2023
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 6 (Key Subcontractors)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Call-Off Schedules for C211019
 - 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 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:

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:

4. Pricing and Payments

4.12 Buyer (client) monies

- (a) The Supplier shall deposit Buyer monies with such banks as the Supplier may from time to time decide in accordance with its regulators' Accounts Rules.
- (b) The Supplier has no immediate control over these monies while they are held on deposit and the Supplier will not be liable to the Buyer for any monies lost as a result of the failure of the bank. In these circumstances, the Buyer may be entitled to compensation under the Financial Services Compensation Scheme.
- (c) Interest is earned on the Supplier's Client Account. The Supplier has an interest rate policy which is designed to ensure the Buyer is treated fairly and which complies with the Supplier's regulatory requirements. This policy is available on request.

34. Resolving Disputes

Complaint Handling

34.10 The Supplier's complaints handling procedure can be viewed here: <https://www.burges-salmon.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 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.

CALL-OFF START DATE: 15/09/2023

CALL-OFF EXPIRY DATE: 18/11/2023

CALL-OFF INITIAL PERIOD: 2 months

CALL-OFF DELIVERABLES

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

None so far as the Supplier and Customer are aware

CONFIDENTIALITY

Nothing additional to the CCS Core Terms

IPR

Nothing additional to the CCS Core Terms

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 (Lot 1).

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 £3 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 matters or transactions and all claims against the Supplier arising from one matter or transaction will be regarded as one claim.

CALL-OFF CHARGES

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

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

Recoverable as stated in the Framework Contract

DISBURSEMENTS

Payable – Subject to prior approval being obtained before incurred.

ADDITIONAL TRAINING CHARGE

WORK\49897461\1

Framework Ref: RM6179

Project Version: v1.0

Model Version: v3.7

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

Crown Copyright 2018

N/A

SECONDMENT CHARGE

N/A

PAYMENT METHOD

Payment of undisputed invoices will be made within 30 days of receipt of invoice, which must be submitted promptly by the Supplier, to the following details.

Redacted

[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]

[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]

BUYER'S INVOICING ADDRESS:

All invoices must be sent, quoting a valid Purchase Order Number (PO Number) and any other relevant details, to: AccountsPayable@dhsc.gov.uk.

BUYER'S AUTHORISED REPRESENTATIVE

Redacted

[Redacted]
[Redacted]
[Redacted]

BUYER'S ENVIRONMENTAL POLICY

Available Upon Request

BUYER'S SECURITY POLICY

Available Upon Request

BUYER'S ICT POLICY

Available Upon Request

SUPPLIER'S AUTHORISED REPRESENTATIVE

Redacted

[Redacted]

Redacted

SUPPLIER'S CONTRACT MANAGER

Redacted

SUBCONTRACTOR'S AUTHORISED REPRESENTATIVE

Redacted

PROGRESS REPORT

To be agreed with the Chair of the Inquiry

PROGRESS MEETINGS AND PROGRESS MEETING FREQUENCY

To be agreed with the Chair of the Inquiry

KEY STAFF

Redacted

KEY SUBCONTRACTOR(S)

Fieldfisher LLP

COMMERCIALLY SENSITIVE INFORMATION

Call Off Schedule 5 (Pricing details)

SERVICE CREDITS

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:

Redacted

Date:

15 September 2023

Date:

15/09/2023

Call-Off Schedule 5 (Pricing Details)

Redacted

Redacted

RATE CARD

Redacted

Redacted

Call-Off Schedule 20 (Call-Off Specification)

This Schedule sets out the characteristics of the Deliverables that the Supplier will be required to make to the Buyers under this Call-Off Contract

Work requirements from temporary Solicitor to the Inquiry ('STI'), next 2 months.

The key function of the STI role will be to build on the work already done, working swiftly to set up the inquiry with the expectation that hearings will begin no later than April 2024. This is likely to include the following tasks:

1. Advising the Chair, where necessary, on process and procedure, including the application of the Inquiries Act 2005 and the Inquiry Rules 2006.
2. Liaising with lawyers for the parents and other potential core participants.
3. Advising on and helping set up the provision of support services to be provided by the Inquiry for bereaved families and others.
4. Advising on and helping set up the provision of media and communication services for the Inquiry.
5. Setting up meetings with those who will participate in engagement in the draft Terms of Reference.
6. Dealing with correspondence from and meeting with potential Core Participants, witnesses and other interested stakeholders.
7. Advising on/commissioning and implementing appropriate IT, to include document control, continuity and ease of reference during preparation and hearings – and LiveNote or equivalent.
8. Advice and assistance on setting up a website for the Inquiry and liaising with the Secretary to the Inquiry on the website content.
9. Drafting protocols to be uploaded to the website on procedures for management of the Inquiry.
10. Setting up a system for the process of managing awards for legal representation made to bereaved families and others pursuant to s.40 of the Inquiries Act 2005.
11. Liaising and corresponding with material providers at an early stage to discuss what materials they have and the likely scope of disclosure requests.
12. Sending Rule 9 and other requests for documents and statements, reviewing statements, obtaining and managing all relevant documents and overseeing their disclosure to Core Participants.
13. Identifying, with Counsel to the Inquiry, and engaging sufficient suitably qualified, experienced lawyers (solicitors and counsel) who are expecting to work at pace so as to be ready for the hearings no later than April 2024. Adjusting and amending the team in accordance with the changing needs of the inquiry.
14. With the Secretary to the Inquiry, as appropriate, identify suitable accommodation for the hearings and AV support and other services for the efficient management of the hearings.
15. Advising and assisting with preliminary hearings, as necessary.

16. Advising on the identification of panel members /assessors to assist the chair.
17. Advising on and assisting with the preparation of materials to defend any judicial review proceedings against the Inquiry.