Order Form

CALL-OFF REFERENCE: CH-1681

THE BUYER: Companies House

BUYER ADDRESS Crown Way, Cardiff, CF143UZ

THE SUPPLIER: SHAKESPEARE MARTINEAU LLP

SUPPLIER ADDRESS: No 1 Colmore Square, Birmingham, B4 6AA,

United Kingdom

REGISTRATION NUMBER: OC319029

DUNS NUMBER: **349812524**

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated **26/03/25**. It's issued under the Framework Contract with the reference number **RM6226** for the provision of **Debt Resolution Litigation Services**.

CALL-OFF LOT(S):

Lot 6 - Litigation Services (England and Wales)

Framework Ref: RM6226 Debt Resolution Services

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

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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) RM6226
- 3. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6226
 - Joint Schedule 2 (Variation Form and Change Control Procedure)
 - 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 CH-1681
 - 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 8 (Business Continuity and Disaster Recovery)
 - Call-Off Schedule 9 (Security Requirements)
 - Call-Off Schedule 10 (Exit Management)
 - Call-Off Schedule 14 (Service Levels)
 - o Call-Off Schedule 15 (Call-Off Contract Management)
 - o Call-Off Schedule 20 (Call-Off Specification)
 - CCS Core Terms (version 3.0.11)
- 4. Joint Schedule 5 (Corporate Social Responsibility) RM6226
- 5. 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.

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**

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CALL-OFF START DATE: 18th July 2025

CALL-OFF EXPIRY DATE: 17th July 2026

CALL-OFF INITIAL PERIOD: 1 Years, 0 Months

CALL-OFF OPTIONAL EXTENSION PERIOD 1 Year or 6+6 months

CALL-OFF DELIVERABLES

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

MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is up to a maximum £1,000,000

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:

Specific Change in Law

REIMBURSABLE EXPENSES

In-line with Statement of requirements document – limited to reasonable travel costs to attend face to face meetings at Companies House as requested by Companies House.

PAYMENT METHOD

BACS

BUYER'S INVOICE ADDRESS:

Accounts payable

accountspayable@companieshouse.gov.uk

Accounts Payable, Companies House, Crown Way, Cardiff CF14 3UZ

BUYER'S AUTHORISED REPRESENTATIVE

XXXXXXX

Companies House, Crown Way, Cardiff CF14 3UZ

BUYER'S CONTRACT MANAGER

XXXXXXX

Companies House, Crown Way, Cardiff CF14 3UZ

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BUYER'S ENVIRONMENTAL POLICY

Companies House Environmental Policy updated 20th May 2025 available online at: https://www.gov.uk/government/publications/companies-house-environmental-policy/companies-house-environmental-policy

BUYER'S SECURITY POLICY

Appended at Call-Off Schedule 9 titled 'Call-Off Schedule 9 Supplier Security Policy'

SUPPLIER'S AUTHORISED REPRESENTATIVE

XXXXXXX

Partner

XXXXXXX

Bridgeway House, Bridgeway, Stratford upon Avon CV37 6YX DX16202 Stratford Upon Avon

SUPPLIER'S CONTRACT MANAGER

XXXXXXX

Partner

XXXXXXX

Bridgeway House, Bridgeway, Stratford upon Avon CV37 6YX DX16202 Stratford Upon Avon

PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month

PROGRESS MEETING FREQUENCY

As requested by the Buyer but no less frequent than on the first Working Day of each quarter

KEY STAFF

Not applicable

KEY SUBCONTRACTOR(S)

XXXXXXX

XXXXXXX

COMMERCIALLY SENSITIVE INFORMATION

Tender response and Pricing

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

Not applicable

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

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

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 Call-Off Schedule 4 (Call-Off Tender)

For and on behalf of the Supplier:		For and on behalf of the Buyer:		
Signature:	XXXXXXX	Signature:	XXXXXXX	
Name:	XXXXXXX	Name:	XXXXXXX	
Role:	XXXXXXX	Role:	XXXXXXX	
Date:	xxxxxxxx	Date:	xxxxxxx	
		For and on	For and on behalf of the Buyer:	
		Signature:	XXXXXXX	
		Name:	XXXXXXX	
		Role:	XXXXXXX	
		Date:	XXXXXXX	

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