

PANEL AGREEMENT SCHEDULE 4
[TEMPLATE] ORDER FORM AND [TEMPLATE] TERMS AND CONDITIONS

ORDER FORM

SECTION A

- (i) This Order Form dated **31/07/2020** is issued in accordance with the provisions of the Panel Agreement for the provision of general legal services.
- (ii) The Supplier agrees to supply the Ordered Panel Services specified below on and subject to the terms of this Legal Services Contract.
- (iii) For the avoidance of doubt this Legal Services Contract consists of the terms set out in this Order Form and the Terms and Conditions.
- (iv) By signing and returning this Order Form (which may be done by electronic means) the Supplier agrees to enter this Legal Services Contract with the Customer to provide the Ordered Panel Services in accordance with this Order Form and the Terms and Conditions.
- (v) The Parties hereby acknowledge and agree that they have read this Order Form and the Terms and Conditions and by signing below agree to be bound by this Legal Services Contract.
- (vi) In accordance with paragraph 7 of Panel Schedule 5 (Ordering Procedure), the Parties hereby acknowledge and agree that this Legal Services Contract shall be formed when the Customer acknowledges (which may be done by electronic means) the receipt of the signed copy of this Order Form (together with the Terms and Conditions) from the Supplier within two (2) Working Days from such receipt.

1.1	CPD 004 121 080 Planning Legal Services
1.2	Ministry of Housing Communities and Local Government (MHCLG) 2 Marsham Street London ("CUSTOMER")

1.3	<p>DENTONS UK AND MIDDLE EAST LLPOne Fleet Place London EC4M 7WS</p> <p>("SUPPLIER")</p>
1.4	<p>Commencement Date:</p> <p>31/07/2020</p>
1.5	<p>Term</p> <p>(a) Expiry Date</p> <p>Expiry date of Legal Services Contract Term 31 March 2021 with the option to extend up to the 31st July 2021.</p> <p>(b) There shall be a break point at the end of Phase 1 and at the end of Phase 2 as detailed in Annex A (Statement of Requirement.)</p> <p>The Authority does not guarantee that it will progress to the subsequent Phases. Work on Phase 2 and/or Phase 3 shall only commence after a formal variation has been issued by the Authority in accordance with Clause 4 (Variation and Extension).</p>
1.6	Signed for and on behalf of the Customer by an authorised representative:
	Name and Title [REDACTED]
	Signature[REDACTED]
	Date
1.7	Signed for and on behalf of the Supplier by an authorised representative:
	Name and Title: [REDACTED]
	Signature: [REDACTED]
	Date:

SECTION B

1. PANEL SERVICES

1.1	<p>Panel Services:</p> <p>To draft a piece of secondary legislation, and be lead planning lawyer for the department, in accordance with policy instructions from the MHCLG. The legislation to be delivered is a Development Order under sections 59 and 60 Town and Country Planning Act 1990. This is to grant temporary planning permission for sites required by HM Government's Border Infrastructure departments' (Defra, BEIS, DfT, HMRC and the Home Office).</p> <p>This requirement will be split into three (3) Phases</p> <p>Phase 1 – Statutory instrument in place - urgent. Draft secondary legislation (Development Order to be made under sections 59 and 60 of the Town and Country Planning Act 1990) and Explanatory Notes and advise on the Explanatory Memorandum Expected (targeting laying date early August 2020.)</p> <p>Phase 2 – Subsequent planning decisions (If enacted via a Contract Amendment) Provide legal advice to support Ministers' decisions on individual planning proposals for [REDACTED.] . These will be submitted by a border department or consultants on their behalf, for MHCLG consideration and decision.</p> <p>Phase 3 –Legal challenges to SSHCLG decisions. (If enacted via a Contract Amendment) Provide the necessary legal advice for any challenge and instruct external legal Counsel on the Secretary of State for Housing, Communities and Local Government behalf. The extent to which this is likely is not known at this stage as it is in large part dependent on action in Phases 1 and 2.</p> <p>Full details of services can be found in Annex A (Specification).</p>
1.2	<p>Management and review of the Services</p> <p>The contract covers the period until 31 March 2021 with the option to extend up to the 31st July 2021. The contract will be agile with review of one Phase before confirmation on taking the contract forward into the next Phase via a formal variation in accordance with Clause 4 (Variation and Extension).</p> <p>Phase 1 – Statutory instrument in place. Expected timeframe July until end August 2020.</p>

	<p>This part of the service will be reviewed after drafting and informed by the results of the MHCLG second lawyer check.</p> <p>Subject to quality of phase 1, Phase 2 – subsequent planning decisions. The key milestones for these decisions are not known at this point as they will follow the SDO being made and to a large extent will be dictated by the timing of individual planning proposals being submitted by other departments for MHCLG consideration. However, it is anticipated that they will cover the period from August 2020 to July 2021.</p> <p>Review of this element of the service will take place no less than once every three months (first review anticipated mid/end October 2020).</p> <p>Phase 3 – Support with any related legal challenges to SSHCLG decisions. The extent to which this service is required is not known at this stage as it is in large part dependent on action in phases 1 and 2.</p> <p>The performance service will be reviewed after any challenge.</p>
1.3	<p>Place of performance</p> <p>Suppliers offices or at employee's place of residence</p>

2. CHARGES

2.1a	<p>Hourly Rates used</p> <p>AND</p> <p>Daily Rates used</p>
2.1b	<ul style="list-style-type: none"> Where any Supplier Personnel have completed eight (8) hours of work on any given day, the daily rate will apply irrespective of how many further hours of work are completed on that day. Where any Supplier Personnel have completed twenty (20) days of work in any given Month, the monthly rate will apply irrespective of how many further hours of work are completed in that Month. Rates will be based on Annex B Rates and Pricing Card as populated by the supplier. An estimate will be formed for each work stage. Payments will be made monthly for work completed.

	<ul style="list-style-type: none"> • A review of the services provided and services outstanding will take place after every £50,000 of spend under this contract.
2.2	<p>Estimate of Charges</p> <p>Used - Annex B Rates and Pricing Card for Phase 1</p> <p>Estimates of Charges for Phase 2 and Phase 3 will be requested before the commencement of each phase and shall be based on Annex B Rates and Pricing Card. The final agreed costs for each subsequent phase shall be confirmed in a formal variation in accordance with Clause 4 (Variation and Extension) and prior to commencement of any work.</p>
2.3	<p>Fixed Price not used</p>
2.4	<p>Capped Price</p> <p>£100,000 (ex VAT)</p> <p>Spend over the capped price for additional Phases will be subject to a contract amendment.</p>
2.5	<p>Other Costs</p> <p>Reimbursable Expenses</p> <p>Not payable</p> <p>Disbursements</p> <p>Not payable</p>

3. MISCELLANEOUS

3.1	CUSTOMER REPRESENTATIVE COMMERCIAL: JOANNA MEANS SENIOR PROCURMENT ADVISOR JOANNA.MEANS@COMMUNITIES.GOV.UK CONTRACT MANAGER: [REDACTED]
3.2	SUPPLIER REPRESENTATIVE [REDACTED]
3.3	KEY PERSONNEL [REDACTED]
3.4	NOTICES Ministry of Housing Communities and Local Government 2 Marsham Street London Commercial@communities.gov.uk Dentons UK & ME LLP One Fleet Place London EC4M 7WS hmgrelationshipteam@dentons.com
3.5	CUSTOMER BILLING ADDRESS CP2P Team, MHCLG, 4th Floor, High Trees, Hillfield Road, Hemel Hempstead, HP2 4XN
3.6	SUPPLIER BANK DETAILS [REDACTED]

3.7	CUSTOMER'S PURCHASE ORDER NUMBER [REDACTED]
3.8	APPROVED SUB-CONTRACTORS N/A
3.9	BCDR N/A
3.10	Exit Management: In Schedule 2 (Exit Management)
3.11	Transparency Reports N/A
3.12	Call Off Guarantee (Clause 10 of the Legal Service Contract): Not required

4. VARIATIONS TO THE TERMS AND CONDITIONS

4.1	Liability cap No Variation
4.2	Conflicts of Interest Supplier to advise
4.3	Confidentiality As instructed by the Authority.
4.5	Intellectual Property Rights The Authority retains all Intellectual property rights under this contract including all products and legislation generated as part of the contract. No information relating to IP shall be discussed with any third parties without the Authorities expressed prior consent.
4.6	

SECTION C Not Use

UNCLASSIFIED