

PANEL AGREEMENT SCHEDULE 4
ORDER FORM AND TERMS AND CONDITIONS

SECTION A

- (i) This Order Form dated **7th February 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	MHCLG Ref – CPD/004/120/173
1.2	Secretary of State for Housing, Communities and Local Government Fry Bldg 2 Marsham St London SW1P 4DF ("CUSTOMER")
1.3	 Pinsent Mason 30 Crown Place London EC2A 4ES ("SUPPLIER")
1.4	Commencement Date: 10th February 2020
1.5	Term will expire on completion of the Services, including any subsequent appeal/judicial review thereafter until the conclusion of proceedings.

UNCLASSIFIED

1.6	Signed for and on behalf of the Customer by an authorised representative:
	Signature
	Date
1.7	Signed for and on behalf of the Supplier by an authorised representative:
	Name and Title
	Signature
	Date

SECTION B**1. PANEL SERVICES**

1.1	<p>Panel Services: The services required will be in accordance with the attached Specification found at Annex A.</p> <p>MHCLG, the Applicant, seek legal representation in the process related to obtaining planning consent for the Holocaust Memorial and Learning Centre (HMLC.)</p>
1.2	<p>Management and review of the Services The services under this contract will be managed and reviewed by MHCLG and Lead Council</p>
1.3	<p>Place of performance</p> <ul style="list-style-type: none"> • At Pinsent Mason Offices • At Council Chambers located at Landmark Chambers, 180 Fleet St, Holborn, London EC4A 2HG • At Planning Inquiry – Central London Location • At other meetings as requested.

2. CHARGES

2.1a	<p>Rates As per the Rates and Pricing Card (Annex B) subject to paragraph 2.1b</p>
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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.
2.2	<p>Estimate of Charges used</p> <p>PinSENT Mason have estimated a charge of REDACTED</p>
2.3	<p>Fixed Price</p> <p>A REDACTED will be paid for the work as specified in Annex A (Specification) and broken down via task in Annex B (Rates and Pricing Card.)</p>
2.4	<p>Capped Price not used</p>
2.5	<p>Other Costs</p> <p>Reimbursable Expenses</p> <p>Not payable</p> <p>Disbursements</p> <p>Payable</p> <p>Disbursements shall only be payable where the Customer has authorised that the Disbursements may be incurred in advance.</p> <p>Additional training</p> <p>Not required</p>

3. MISCELLANEOUS

3.1	<p>CUSTOMER REPRESENTATIVE</p> <p>REDACTED</p>
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3.2	SUPPLIER REPRESENTATIVE REDACTED
3.3	KEY PERSONNEL REDACTED
3.4	NOTICES MHCLG Commercial Cardinal Place London SW1E5RS Pinsent Mason 30 Crown Place London EC2A 4ES
3.5	CUSTOMER BILLING ADDRESS REDACTED
3.6	SUPPLIER BANK DETAILS To be completed
3.7	CUSTOMER'S PURCHASE ORDER NUMBER TO BE CONFIRMED
3.8	NO APPROVED SUB-CONTRACTORS
3.9	BCDR - NONE
3.10	Exit Management: Schedule 2 (Exit Management) shall apply
3.11	Transparency Reports Not required
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 No variation
4.3	Confidentiality Observe maintenance of appropriate propriety walls as detailed in the Specification (Annex A) and as detailed by the Client.
4.5	Intellectual Property Rights Clause 8 applies
4.6	No variations

SECTION C

Not use