**Order Form - Confidential When Complete**

**Please ensure a signed copy of this agreement is provided to:** **nsbs.nhsbusinessservices@nhs.net**

|  |
| --- |
| **Call-off Contract Details** |
| Title of Framework Agreement: | Legal Services for Health |
| Framework Agreement Reference: | SBS10196 |
| Lot number: | 5 |
| Call-off procedure used:[Further Competition/Direct Award] | Direct Award |
| Total Call-off Contract Value: | Up to £90,000 Maximum |
| Order Form Reference No.: | LAS\_Legal\_0210 |
| **Authority Contact Details:** |
| Name: | **Community Health Partnerships Limited** |
| Category Generic Email Address: | nsbs.nhsbusinessservices@nhs.net |

**Order Form Details**

This Order Form sets out the agreement between the following Parties and in accordance with the Terms and Conditions of the Framework Agreement and the Call-off Terms and Conditions.

|  |
| --- |
| **Period of the Agreement** |
| Commencement Date: | 1st April 2025 | Expiry Date: | 31st October 2025  |
| Extension Period(s): [Optional] | 2 months  |
| Maximum Permissible Term | 9 months  |

Unless otherwise agreed by both Parties, this Order Form will remain in force until the expiry date agreed above. If no extension/renewal is agreed and the Approved Organisation continues to access the Supplier’s Goods and/or Services, the terms of this Contract shall apply on a rolling basis until the overarching Framework Agreement expiry date.

In circumstances where the Framework Agreement had already expired and the Approved Organisation continues to access the Supplier’s Goods and/or Services, then the terms of this Contract shall apply on a rolling basis until the expiry of the Call-off Terms and Conditions’ maximum permissible term (as set out above).

Any capitalised terms shall have the meaning given to such terms in the Call-off Terms and Conditions.

**Supplier Order Form Signature Panel**

|  |
| --- |
| **The “Supplier”** |
| Name of Supplier: | Capsticks Solicitors LLP |
| Name of Supplier Authorised Signatory: | **REDACTED UNDER FOI SECTION 40, PERSONAL INFROMATION** |
| Job Title of Supplier Authorised Signatory: | Partner |
| Contact Details Email Address: | **REDACTED UNDER FOI SECTION 40, PERSONAL INFROMATION** |
| Contact Details Phone Number: | **REDACTED UNDER FOI SECTION 40, PERSONAL INFROMATION** |
| Address of Supplier: | Wellington House, 68 Wimbledon Hill Road, London SW19 7PA |
|  |  |
| Signature of Authorised Signatory: | **REDACTED UNDER FOI SECTION 40, PERSONAL INFROMATION** | Date of Signature: | 31/03/2025 |

**Approved Organisation Order Form Signature Panel**

|  |
| --- |
| **The “Approved Organisation”** |
| Name of Approved Organisation: | Community Health Partnerships Limited |
| Name of Approved Organisation Authorised Signatory: | **REDACTED UNDER FOI SECTION 40, PERSONAL INFROMATION** |
| Job Title of Approved Organisation Authorised Signatory: | CEO and CFO |
| Contact Details Email Address: | **REDACTED UNDER FOI SECTION 40, PERSONAL INFROMATION** |
| Contact Details Phone Number: | **REDACTED UNDER FOI SECTION 40, PERSONAL INFROMATION** |
| Address of Approved Organisation: | Cheltenham House, 14-16 Temple Street, Birmingham B2 5BG |
|  |  |
| Signature of Approved Organisation Authorised Signatory: | **REDACTED UNDER FOI SECTION 40, PERSONAL INFROMATION** | Date of Signature: | **07/04/2025** |

Please Note: Each Party’s respective Authorised Signatory above shall also be that Party’s authorised representative for the purposes of Clause 21.2 of Schedule 2 of the Call-off Terms and Conditions in respect of any variations to the Call-off Contract during its Term.

Subject to the Parties complying with Clause 28 (Assignment, novation and Sub-contracting) of Schedule 2 of the Call-off Terms and Conditions, this Order Form shall remain in force regardless of any change of organisational structure to the above-named Approved Organisation or Supplier and shall be applicable to any successor organisations as agreed by both Parties.

As per the Framework Agreement, the Supplier shall forward a copy of the jointly signed Order Form to the Authority by no later than 5 (five) Business Days of it being executed.

Agreement

[1. Agreement Overview 5](#_Toc115202616)

[2. Stakeholders 5](#_Toc115202617)

[3. Periodic Review 5](#_Toc115202618)

[4. Service Requirements 5](#_Toc115202619)

[A. Services to be Provided 5](#_Toc115202620)

[B. Goods to be Provided 6](#_Toc115202621)

[C. Goods Delivery Schedule/Services Implementation Plan 6](#_Toc115202622)

[D. Key Personnel 6](#_Toc115202623)

[E. Sub-contracting and Personnel 6](#_Toc115202624)

[F. Policies 7](#_Toc115202625)

[G. Leases or Licences 7](#_Toc115202626)

[H. Special Terms 7](#_Toc115202627)

[I. Charges 7](#_Toc115202629)

[J. Confidential Information 8](#_Toc115202630)

[K. Complaints/Escalation Procedure 8](#_Toc115202631)

[L. Limit of Liability 8](#_Toc115202632)

[M. Management Information (MI) 9](#_Toc115202633)

[N. Invoicing 9](#_Toc115202634)

[O. Exit Requirements 9](#_Toc115202635)

[P. Termination 9](#_Toc115202636)

[6. Other Specific Requirements 10](#_Toc115202637)

[Detailed Requirements 10](#_Toc115202638)

# **1. Agreement Overview**

This Order Form represents an agreement between the Parties listed above pursuant to the Framework Agreement listed above for the provision of Goods and/or Services as outlined below. This Order Form in conjunction with the Call-off Terms and Conditions outlines the parameters for the provision of Goods and/or Services as they are mutually understood by the Parties.

The Framework Agreement terms and conditions (including the Specification) will apply in all instances, unless specifically agreed otherwise by both Parties within this Order Form.

# 2. Stakeholders

The primary stakeholders from the Supplier and the Approved Organisation will be responsible for the day-to-day management of the Call-off Terms and Conditions, this Order Form and the delivery of the Goods and/or Services. If different from the Authorised Signatory details listed on page 1 of this Order Form, please provide the names of the Contract Managers associated with this Order Form.

|  |
| --- |
| **Supplier Call-off Contract Manager Details:** |
| Supplier Call-off Contract Manager: | **REDACTED UNDER FOI SECTION 40, PERSONAL INFROMATION** |
| Supplier Call-off Contract Manager contact details: | See above |
| **Approved Organisation Contract Manager Details:** |
| Approved Organisation Call-off Contract Manager: | **REDACTED UNDER FOI SECTION 40, PERSONAL INFROMATION** |
| Approved Organisation Call-off Contract Manager contact details: | **REDACTED UNDER FOI SECTION 40, PERSONAL INFROMATION** |

# **3. Periodic Review**

In accordance with Clause 15.1 of the Call-off Terms and Conditions, this Order Form is valid from the **Commencement Date** outlined herein and is valid until the **Expiry Date** (as set out above) as agreed. This Order Form should be reviewed as a minimum once per financial year; however, in lieu of a review during any period specified, the current Call-off Terms and Conditions and Order Form will remain in effect.

# **4. Requirements**

## **Services to be Provided**

Please detail the Services, where applicable, that will be provided, where and by when, by the Supplier to the Approved Organisation or include an attachment with full details.

|  |
| --- |
| 1. Training of Class A Directors on Conflict of Interest
2. Detailed investigation into 2029/2030 expiry assets (deep dive)
3. Investigate Dual Head Tenancies etc.
	1. Obtain each of the LA LPAs and check the assignment and underletting provisions
	2. Update dual tenancies report
	3. Provide the PFI credit and planning advice requested.
	4. Advise on the point in relation to CHP’s potential security of tenure under each LPA and whether it is affected by CHP having minimal or no occupancy at each facility.
	5. Check the position on the following properties which are not currently covered by the existing dual tenancies report, but it’s been flagged within CHP that there may be some kind of dual tenancy arrangement in place:
		1. Portway.
		2. Portis House.
		3. Rossendale.
		4. Pentorr.
		5. The Lodge.
* Further investigation as required by Investment Director and STF Programme Director such as development of legal framework for vacation or acquisition.
 |

## **Goods to be Provided**

Please detail the Goods to be provided or include an attachment with full details.

|  |
| --- |
| The Supplier is not providing Goods to the Approved Organisation pursuant to this Order Form and the Call-off Terms and Conditions and on that basis the terms in relating to the supply of Goods set out in this Order Form and the Call-off Terms and Conditions shall not apply. |

## **Goods Delivery Schedule/Services Implementation Plan**

Please provide a delivery schedule/Implementation Plan, where applicable, outlining how and when the Goods and/or Services will be provided by the Supplier to the Approved Organisation or include an attachment with full details.

|  |
| --- |
| Not used, not applicable to Legal Services. |

## **Key Personnel**

Please set out key personnel required for the supply of Goods and/or the provision of Services.

|  |
| --- |
| **REDACTED UNDER FOI SECTION 40, PERSONAL INFROMATION** |

## **Sub-contracting and Personnel**

Where the Approved Organisation permits sub-contracting of the supply of Goods and/or the provision of Services by Suppliers, the following information is required. If the Supplier Sub-contracts any of its obligations under this Order Form and Call-Off Contract, every act or omission of the Sub-contractor shall for the purposes of this this Order Form and Call-Off Contract be deemed to be the act or omission of the Supplier and the Supplier shall be liable to the Approved Organisation as if such act or omission had been committed or omitted by the Supplier itself.

|  |
| --- |
| Subcontracting not permitted |

## **Policies**

Please list and provide links to/copies of all policies with which the Supplier is required to comply.

|  |
| --- |
| Not applicable |

## **Leases or Licences**

Where applicable, please detail any leases or licences to be provided by either Party to the other.

|  |
| --- |
| Not used. |

## **Special Terms**

The Parties hereby acknowledge that Special Terms:

* may only be proposed for inclusion by the Approved Organisation;
* can be applied solely to enhance or augment existing provisions within the Call-off Terms and Conditions; and
* must not substantially alter or vary the Call-off Terms and Conditions, in order for this Order Form and Call-off Contract to remain compliant with the Public Contracts Regulations 2015.

Please insert any applicable Special Terms below.

|  |
| --- |
| Not used. |

## **Charges**

Standard Supplier pricing and rates (the Contract Price) are included within the Commercial Schedule and represents the maximum that can be charged. Please detail all discounts, volume arrangements or variations in relation to the standard rates. The Contract Price of the Goods and/or Services are to be included below, or detailed as a separated attachment.

Is the Contract Price agreed to be subject to indexation?

**~~Y~~/N**

|  |
| --- |
| No  |

## **Confidential Information**

Please detail all information relevant to this Order Form and the Call-off Terms and Conditions which either Party considers to be treated as Confidential Information.

|  |
| --- |
| None |

## **Complaints/Escalation Procedure**

As per the Framework Agreement, the Supplier shall inform the Authority of all complaints. Please detail the Approved Organisation’s additional requirements regarding complaints.

|  |
| --- |
| N/a |

## **Limit of Liability**

Please populate the limit of liability values

|  |
| --- |
| The limits of liability set out in Clause 13.2 of Schedule 2 of the Call-Off Terms and Conditions shall apply. |

## **Management Information (MI)**

In addition to the management information required by the Authority under the Framework Agreement, the Supplier shall provide to the Approved Organisation the following Management Information at the frequency outlined.

|  |
| --- |
| Not applicable |

## **Invoicing**

Please detail all specific invoicing requirements here.

|  |
| --- |
| The Approved Organisation shall provide the Supplier with a Purchase Order (PO) that includes a reference to the Call-Off Contract and the Framework Agreement to which this Order Form relates.Consolidated monthly invoicingInvoice per directoratePurchase Order Number Required |

## **Exit Requirements**

Please include details of any exit requirements with which the Supplier is required to comply.

|  |
| --- |
| None required. |

## **Termination**

Please detail specific termination provisions here.

|  |
| --- |
| Persistent failure provide services within an agreed scope and timeframe of 3 occurrences in a 3 month period by the Supplier to meet the agreed service levels as specified within the Order Form may lead to the Contract being terminated or alternative supplier(s) being appointed by the Approved Organisation to maintain levels of service to service users with 30 Business Days’ Notice |

# **6. Other Specific Requirements**

## **Detailed Requirements**

Please list all detailed requirements or include an attachment with full details.

|  |
| --- |
|  |

**PLEASE NOTE:**

**In accordance with Clause 3.1 of Schedule 2 of the Framework Agreement, by no later than five (5) Business Days following the execution of an Order Form by the Approved Organisation and the Supplier, the Supplier shall send a copy of the executed version of the Order Form to the Authority’s Contract Manager.**

**All Goods and/or Services provided by the Supplier without an Approved Organisation’s jointly signed Order Form is entirely at the Supplier’s risk.**

# **Appendix 1 – Data Protection Protocol**

