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

**Order Form**

CALL-OFF REFERENCE: **706603450**

THE BUYER: **DIO – Ministry of Defence**

BUYER ADDRESS **MOD Abbey Wood North, #6201**

**Oak Level 2 East Wing**

**Bristol**

**BS34 8QW**

THE SUPPLIER: **DAC Beachcroft LLP**

SUPPLIER ADDRESS: **25 Walbrook, London EC4A 1BN**

REGISTRATION NUMBER: **OC317852**

DUNS NUMBER: **34914 4563**

SID4GOV ID:

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated **20/01/2023**.

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 10 (Rectification Plan)
  + Joint Schedule 11 (Processing Data)
  + Joint Schedule 12 (Supply Chain Visibility) ]
* Call-Off Schedules for **706603450**
  + Call-Off Schedule 1 (Transparency Reports)
  + Call-Off Schedule 2 (Staff Transfer)
  + Call-Off Schedule 3 (Continuous Improvement)
  + [Call-Off Schedule 8 (Business Continuity and Disaster Recovery)]
  + [Call-Off Schedule 12 (Clustering)]
  + [Call-Off Schedule 17 (MOD Terms)]
  + [Call-Off Schedule 20 (Call-Off Specification)]
  + [Call-Off Schedule 24 (Special Schedule)]

1. CCS Core Terms (version 3.0.11)
2. Joint Schedule 5 (Corporate Social Responsibility)RM6179
3. [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

CALL-OFF START DATE: **On Signature by both parties**

CALL-OFF EXPIRY DATE: **Until 1 March 2023 (or on completion of deliverables)**

CALL-OFF INITIAL PERIOD: **Until 1 March 2023** (or on completion of deliverables)

WORKING DAY

7.24 hours with 30 minute break

CALL-OFF DELIVERABLES

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).

See details in Call-Off Schedule 20 (Call-Off Specification) i.e.

**Re: Catterick Garrison**

To progress S2 Agreement, Lease and Agreement for Lease to final engrossments ready for completion. To include :

* Review, amendment and agreement of insurance provisions within S2 Agreement and Lease.
* To incorporate information into the Schedules and Appendices to the S2 Agreement and provide and agree drafting where necessary.
* To complete minor amendments and updates to S2 Agreement and Lease to produce suitable final documents ready for engrossment.
* To add facilities management and service charge into the lease as may be required (subject to agreement with NHS on documenting service charge provision such that any separate or complex  facilities management or Cos45 compliant arrangement (Contracted Out Service VAT Rules)  to be subject to further instruction and funding)
* To progress S106 Agreement to review and advise on any recommended amendments prior to agreeing the final versions and completing with the Local Authority
* To report every 4 weeks with timesheet and invoices.

The above to be undertaken for a not to exceed figure of £15,000 plus VAT (inclusive of Richmondshire District Council and North Yorkshire County Council legal fees for completion of the S106 agreement) with agreements to be in an agreed format by 1 March 2023

MANAGEMENT OF CONFLICT OF INTEREST

N/A

CONFIDENTIALITY

N/A

IPR

N/A

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.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is **[Maximum of £15,000 exVAT]**

CALL-OFF CHARGES

Capped fee of £15,000.00 excluding VAT

DACB CCS Framework Hourly Rates are:

· Partner £295

· Legal Director £265

· Senior Associate £220

· Solicitor/Associate £180

· Trainee £95

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

Not anticipated but must be confirmed with Project Lead before claim

DISBURSEMENTS

If applicable to be discussed with Project Lead before claim.

ADDITIONAL TRAINING CHARGE

N/A

SECONDMENT CHARGE

N/A

PAYMENT METHOD

Payment via CP&F

BUYER’S INVOICING ADDRESS:

The Ministry of Defence

Defence Infrastructure Organisation

Estates – Land Management Services

Building 18, Piave Lines

CATTERICK GARRISON

DL9 3LR

**PO No: TBC**

**Via Exostar**

BUYER’S AUTHORISED REPRESENTATIVE

Oliver Hodgson

Senior Commercial Officer

[Oliver.hodgson101@mod.gov.uk](mailto:Oliver.hodgson101@mod.gov.uk)

MOD Abbey Wood North, #6201

Oak Level 2 East Wing

Bristol

BS34 8QW

BUYER’S ENVIRONMENTAL POLICY

As outlined in [Management of environmental protection in defence (JSP 418) - GOV.UK (www.gov.uk)](https://www.gov.uk/government/publications/jsp-418-mod-corporate-environmental-protection-manual)

BUYER’S SECURITY POLICY

As outlined in [Security policy framework: protecting government assets - GOV.UK (www.gov.uk)](https://www.gov.uk/government/publications/security-policy-framework)

BUYER’S ICT POLICY

PROGRESS REPORT

See Call-Off Schedule 20

PROGRESS REPORT FREQUENCY

See Call-Off Schedule 20 - To report every 4 weeks with timesheet and invoices.

PROGRESS MEETINGS AND PROGRESS MEETING FREQUENCY

See Call-Off Schedule 20

KEY STAFF

N/A

KEY SUBCONTRACTOR(S)

**[Insert** Not Applicable] [or **Insert** name (registered name if registered)]

COMMERCIALLY SENSITIVE INFORMATION

[**Insert** Not applicable **or insert** Supplier’s Commercially Sensitive Information]

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

Not applicable