

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

CALL-OFF REFERENCE: SR2508733243

THE BUYER: THE COMMISSIONERS FOR HIS MAJESTY'S
REVENUE AND CUSTOMS

BUYER ADDRESS: 100 Parliament Street, Westminster, London,
SW1A 2BQ

THE SUPPLIER: TLT LLP

SUPPLIER ADDRESS: One Redcliff Street, Bristol, BS1 6TP

REGISTRATION NUMBER: OC308658

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 5 May 2025.

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

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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) RM6179
3. 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 7 (Financial Difficulties)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Call-Off Schedules for RM6179
 - 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)
 - Call-Off Schedule 20 (Specification)
 - Call-Off Schedule 23 (HMRC Terms)
 - Call-Off Schedule 24 (Special Schedule)
4. CCS Core Terms (version 3.0.11)
5. Joint Schedule 5 (Corporate Social Responsibility) RM6179

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: | 5 May 2025 |
| CALL-OFF EXPIRY DATE: | 4 May 2026 |
| CALL-OFF INITIAL PERIOD: | 12 Months |

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).

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

MANAGEMENT OF CONFLICT OF INTEREST

The Supplier confirmed prior to appointment under this Call-Off Contract that it has no conflicts. The Supplier is obligated to continually review and assess for Conflicts of Interest and to inform HMRC as soon as reasonably practicable if/when a Conflict of Interest arises or is expected to happen (providing reasons where possible). In the event that there is or may be an actual or potential Conflict of Interest, Clause 32 of the Core Terms shall apply.

CONFIDENTIALITY

The Parties shall adhere to Clause 15 of the Core Terms and Paragraph 8 of Joint Schedule 23 (HMRC Core Terms).

IPR

The Parties agreed position on IPR is stated in Clause 9 of the Core Terms.

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 £35,779.25.

CALL-OFF CHARGES

See details in Call-Off Schedule 5 (Pricing Details).

The Charges are for the Services detailed with pricing details in Schedule 5 are time and materials based. However, the hours in Schedule 5 are indicative only. Total Charges cannot exceed £120,000. There is no guaranteed work volume, and thus overall spend could be lower than the indicative costs.

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4 and 5 in Framework Schedule 3 (Framework Prices).

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

See Call Off Schedule 20 (Specification).

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DISBURSEMENTS

Not Payable.

ADDITIONAL TRAINING CHARGE

None.

SECONDMENT CHARGE

Not Applicable.

PAYMENT METHOD

The Buyer uses an e-Trading Portal myBUY (provided by SAP Ariba) to manage all ongoing financial transactions with its suppliers.

The Buyer has a "Purchase Order Mandatory Policy". The Supplier is required to register on the SAP Ariba Network in order to transact with the Buyer via the e-Trading system and to ensure that it will continue to be able to receive purchase orders from and issue invoices to the Buyer.

The Services will be invoiced on a calendar month basis in arrears, though the Buyer shall retain the discretion to request and agree a longer invoice period with the Supplier where this is deemed appropriate and agreed in advance in writing by the Supplier during the term of the Call Off Contract. Payments will be made against valid invoices within 30 days of receipt.

The Buyer will require a draft invoice to be shared two weeks prior to the intended date of any final invoice so that the Buyer can review and query entries with the Supplier. The Supplier will, on confirmation from the Buyer that it has no concerns with the draft invoice, prepare a final consolidated invoice. Both draft and final invoice must clearly show the following:

- Invoice period
- Total monthly charges for the Services provided
- A breakdown of the following in respect of the total monthly charges: (i) Services provided (including narrative); (ii) Supplier Personnel grade band for the Services provided; and (iii) number of hours spent on each piece of work by the Supplier Personnel.

The Buyer reserves the right to settle invoices by bacs, faster payment, direct debit or CHAPS.

BUYER'S INVOICE ADDRESS:

Accounts Payable,
Unity Business Services Finance and Procurement Operations
Teville Gate House,
25 Railway Approach,
Worthing
BN11 1UR

Framework Ref: RM6179
Project Version: v1.0
Model Version: v3.7
91761499.1

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BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]

Senior Sourcing Lead

[REDACTED]

[REDACTED]

BUYER'S SECURITY POLICY

The Buyer shall comply with the terms of Call-Off Schedule 9 and the Security Management Plan set out at Annex 1.

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

Partner

[REDACTED]

[REDACTED]

SUPPLIER'S CONTRACT MANAGER

[REDACTED]

Senior Bids Executive

[REDACTED]

[REDACTED]

PROGRESS REPORT

Progress reports on aspects of the Services to be agreed between the Buyer and the Supplier on an ad hoc basis as and when the need arises. Content and format to be discussed and agreed between the Parties (acting reasonably) when a report has been identified as required.

PROGRESS REPORT FREQUENCY

The Buyer may request a progress report from the Supplier on an ad hoc basis so long as reasonable notice is given.

PROGRESS MEETINGS AND PROGRESS MEETING FREQUENCY

As described in Paragraph 6 of Call Off Schedule 20 (Specification).

In addition, the Parties shall agree during the course of the Call-Off Contract the nature and frequency of other progress meetings and the attendees and purpose of such meetings. The Buyer shall give reasonable notice where practicable, but the Supplier acknowledges that meetings may be requested at short notice. The Supplier agrees to take all reasonable steps to meet all requests from the Buyer for the aforementioned meetings.

The Buyer and Supplier shall also hold relationship meetings between the Supplier's Relationship Partner and a senior HMRC lawyer (such lawyer to be identified during the term of the Call Off Contract). The timing and frequency of such relationship

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meetings will be agreed between the Parties during the term of the Call-Off Contract. Such relationship meetings shall be held free of charge and cover matters such as matter management, progress made on tasks and current contract spend.

KEY STAFF

[Redacted]
Client Relationship Partner
[Redacted]
[Redacted]

KEY SUBCONTRACTOR(S)
Not Applicable.

COMMERCIALLY SENSITIVE INFORMATION
As set out in Joint Schedule 4 (Commercially Sensitive Information).

SERVICE CREDITS
Not Applicable.

ADDITIONAL INSURANCES
Not Applicable.

GUARANTEE
Not Applicable.

SOCIAL VALUE COMMITMENT
Not Applicable.

| For and on behalf of the Supplier: | | For and on behalf of the Buyer: | |
|------------------------------------|---|---------------------------------|---|
| Signature: | <div>DocuSigned by: [Redacted] F06B6AD111624A2...</div> | Signature: | <div>Signed by: [Redacted] D0BE9AA060E949A...</div> |
| Name: | [Redacted] | Name: | [Redacted] |
| Role: | Senior Sourcing Lead | Role: | Partner |
| Date: | 09 June 2025 | Date: | 09 June 2025 |