

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

Order Form

CALL-OFF REFERENCE: CLG Home Office – Hours Bank FY24/25

THE BUYER: Government Legal Department (GLD)

BUYER ADDRESS: Commercial Law Group (Home Office Team),
Government Legal Department, 102 Petty France,
London SW1H 9GL

THE SUPPLIER: Burges Salmon LLP

SUPPLIER ADDRESS: One Glass Wharf, Bristol, BS2 0ZX

REGISTRATION NUMBER: OC307212

DUNS NUMBER: 738152433

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 28 June 2024.

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

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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)
- Call-Off Schedules for CLG Home Office Hours Bank FY24/25
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 7 (Key Supplier Staff)
 - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
 - Call-Off Schedule 20 (Call-Off Specification)
 - Call-Off Schedule 24 (Special Schedule)

5. CCS Core Terms (version 3.0.11)

6. 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:

Special Term 1

The Supplier has numerous clients that rely upon it for general representation. The Supplier advises clients in matters arising under the laws of: one or more of the constituent parts of the United Kingdom, the European Union, a Member State of the European Union, the WTO, other international trade and/or investment agreements, or public international law generally. As a result, without advance conflicts waivers from Supplier clients, conflicts of interest could arise that could deprive either the Buyer or other Supplier clients of the right to select the Supplier as counsel.

In light of the foregoing, other current or future clients of the Supplier including those identified in the preceding paragraph (collectively, the "Other Clients") may ask the Supplier to represent them in matters (including litigation) that are adverse to the Buyer but that are not substantially related to the Supplier's representation of the Buyer. If the Supplier is not representing the Buyer in such a matter, and the matter in which the Buyer

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and the Other Client have adverse interests is not substantially related to our current or past representation of the Buyer, then:

1. the Buyer agrees that the Supplier may represent such Other Client to the extent and provided that the Supplier is and remains not substantially related to the Supplier's representation of the Buyer;
2. the Buyer waives any conflict of interest arising from such representation; and
3. the Buyer agrees that it will not seek to disqualify or otherwise prevent the Supplier from representing such Other Client,

provided that any Confidential Information and Personal Data held by lawyers of the Supplier that assisted the Buyer in this matter is kept confidential, in the case of Confidential Information, and Processed, in the case of Personal Data, in accordance with Clauses 14 and 15 of the Core Terms, respectively.

The Buyer acknowledges that it has had an opportunity to consult with other counsel (in-house or otherwise) before agreeing to this waiver.

Special Term 2

Where the Services provided under the Call-Off Contract include Legal Services and **Schedule 24 (Special Schedule) Legal Services Contract** applies, in addition to the amendments set out in Schedule 24, the following amendments shall be deemed incorporated into Schedule 24:

4. Pricing and Payments

4.12 Buyer (client) monies

- (a) The Supplier shall deposit Buyer monies with such banks as the Supplier may from time to time decide in accordance with its regulators' Accounts Rules.
- (b) The Supplier has no immediate control over these monies while they are held on deposit and the Supplier will not be liable to the Buyer for any monies lost as a result of the failure of the bank. In these circumstances, the Buyer may be entitled to compensation under the Financial Services Compensation Scheme.
- (c) Interest is earned on the Supplier's Client Account. The Supplier has an interest rate policy which is designed to ensure the Buyer is treated

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fairly and which complies with the Supplier's regulatory requirements.
This policy is available on request.

34. Resolving Disputes

Complaint Handling

34.10 The Supplier's complaints handling procedure can be viewed here:
<https://www.burges-salmon.com/contact-us/complaints-handling-procedure>.

34.11 The Supplier is not authorised by the Financial Conduct Authority (FCA). The Supplier is, however, included on the register maintained by the FCA so that it can carry on insurance distribution activity, which is broadly the advising on, selling and administration of insurance contracts. This part of the Supplier's business is regulated by the Solicitors Regulation Authority and arrangements for complaints or redress are subject to the jurisdiction of the Legal Ombudsman. The register can be accessed at www.fca.org.uk/firms/financialservices-register.

Special Term 3

Supervision and Liability in respect of Supplier Staff

- 1.1. Supplier Staff will work under the supervision of the Buyer and carry out all reasonable instructions from the Buyer when providing the Deliverables. For the avoidance of doubt, Supplier Staff will continue to carry out work for the Supplier and under the supervision of the Supplier, alongside their work in respect of the Deliverables.
- 1.2. The Supplier retains responsibility for the duty of care for the Supplier Staff during the Call-Off Contract.
- 1.3. The Buyer shall indemnify the Supplier fully and keep the Supplier indemnified fully at all times against any loss, injury, damage or costs suffered, sustained or incurred by:
 - 1.3.1. any Supplier Staff in relation to any loss, injury, damage or costs arising out of any act or omission by the Buyer or its employees or agents during the Call-Off Contract; or

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- 1.3.2. a third party, in relation to any loss, injury, damage or costs arising out of any act or omission of any Supplier Staff during the Call-Off Contract.
- 1.4. The Supplier shall indemnify the Buyer fully and keep the Buyer indemnified fully at all times against any claim or demand by any Supplier Staff arising out of their employment by the Supplier or its termination during the Call-Off Contract (except for any claim relating to any act or omission of the Buyer or its employees or agents).

Special Term 4

Clause 10.2.2 of the CCS Core Terms shall be deleted in its entirety and replaced with the following: 10.2.2 Each Buyer has the right to terminate their Call-Off Contract at any time without reason by giving the Supplier not less than 2 weeks' written notice.

CALL-OFF START DATE: 01 April 2024

CALL-OFF EXPIRY DATE: 31 October 2024

CALL-OFF INITIAL PERIOD: 7 Months

CALL-OFF DELIVERABLES

General contractual and procurement legal advice and support

The Supplier shall provide general contractual and procurement legal advice and support, for the duration of the Call-Off Contract. The legal advice and support shall be based on the following:

- [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
- [REDACTED]
 - [REDACTED]
 - [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

The distribution of these hours between Supplier Staff shall be at the discretion of the Supplier.

The legal support and advice provided under this Call-Off Contract shall not include tax advice, employment law advice, foreign law or other specialist advice.

Place of Performance - The Call-Off Contract will principally be performed at the Supplier's Bristol Office.

Relevant Jurisdiction - The Parties agree that clauses 34.3 and 35 of the Core Terms will apply in relation to jurisdiction and governing law.

MANAGEMENT OF CONFLICT OF INTEREST

Nothing additional to the CCS Core Terms (Version 3.0.11)

CONFIDENTIALITY

Nothing additional to the CCS Core Terms (Version 3.0.11)

IPR

Clause 9 (IPRs) assigns all IPRs in the outputs from the Deliverables to the Supplier, with a licence from the Supplier to the Buyer to use, transfer and sub-licence such rights.

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.

For the purposes of Clause 11.2 of the Core Terms (as amended by the Framework Special Terms), the Supplier's liability for any damages, costs, claims, expenses, interest or other liability arising out of the performance or non-performance by the Supplier (or by any person for whom the Supplier may be liable vicariously) of its obligations under [REDACTED]
[REDACTED]. When considering what may be regarded as one claim for the purposes of this limit of liability all claims against the Supplier arising from one act or omission, one series of related acts or omissions, the same act or omission in a series of related matters or transactions, similar acts or

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

omissions in a series of related matters or transactions and all claims against the Supplier arising from one matter or transaction will be regarded as one claim.

CALL-OFF CHARGES

The Charges for the Deliverables, including pricing mechanism and unit on an:

- (a) Hourly Rate; (b) Capped Price; (c) Fixed Price; and/or (d) any combination of the above for the applicable grades being used, or (e) any other fee arrangement.
- Insert if a Legal Project Manager is being used and the rate applicable.

Call off Charges:

The Call-Off Charges set out below take into account the Buyer's entitlement to 2 free hours of initial consultation and legal advice.

The Buyer will pay the Supplier as follows:

- [REDACTED]
 - [REDACTED]
[REDACTED]
[REDACTED]
 - [REDACTED]
[REDACTED]
[REDACTED]
- [REDACTED]
 - [REDACTED]
[REDACTED]
[REDACTED]
 - [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]

The Charges will not be impacted by any change to the Framework Prices. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of:

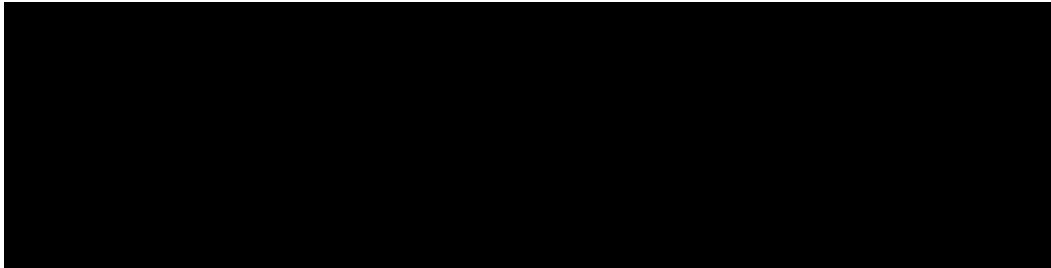
- Indexation

[REDACTED]

- Specific Change in Law

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.



Recoverable as stated in the Framework Contract

DISBURSEMENTS

Payable

ADDITIONAL TRAINING CHARGE

Not applicable

SECONDMENT CHARGE

Not applicable

PAYMENT METHOD

Payment in arrears upon submission of a compliant Invoice.



[REDACTED]

[REDACTED]

Draft invoices to be submitted for approval [REDACTED]
(as required).

Please send draft invoices [REDACTED] budget
tracking purposes and to obtain approvals.

Final invoices, once approved, to be submitted (in PDF) as above. [REDACTED]
[REDACTED]

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]

BUYER'S ENVIRONMENTAL POLICY

Available on request

BUYER'S SECURITY POLICY

Available on request

BUYER'S ICT POLICY

Available on request

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

SUPPLIER'S CONTRACT MANAGER

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]



PROGRESS REPORT



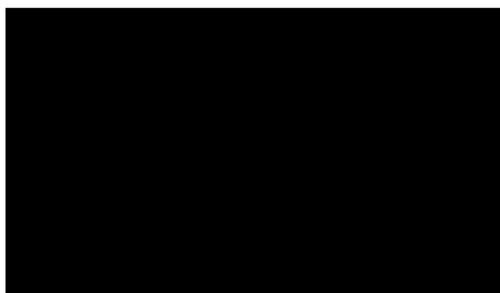
PROGRESS REPORT FREQUENCY



PROGRESS MEETINGS AND PROGRESS MEETING FREQUENCY



KEY STAFF



KEY SUBCONTRACTOR(S)

Not Applicable

COMMERCIALLY SENSITIVE INFORMATION

Supplier's Commercially Sensitive Information (as detailed in Joint Schedule 4)

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

Not applicable

GUARANTEE



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

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]		[REDACTED]	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Joint Schedules



Joint Schedule 4 -
Commercially Sensitive



Joint-Schedule-11-P
Processing-Data FINA

Call-Off Schedules



Call-Off Schedule 1
- Transparency Repo



Call-Off Schedule 2
- Staff Transfer v3.3



Call-Off Schedule 3
- Continuous Impro



Call-Off Schedule 7
- Key Supplier Staff



Call-Off Schedule 8
- Business Continuit



Call-Off Schedule
24 - Legal Services S

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]