



**VARIATION TO CALL-OFF CONTRACT TERMS AND CONDITIONS  
UNDER HEALTHTRUST EUROPE LLP FRAMEWORK AGREEMENT FOR  
LEGAL SERVICES (reference number: SF051638) dated 1<sup>st</sup> July 2019**

**(Ref: HTE - 005442)**

Commencement Date: **1<sup>st</sup> December 2020**

**BETWEEN            THE CHRISTIE NHS FOUNDATION TRUST            (“Authority”)**  
**AND                    BEVAN BRITTAN     (“Supplier”)**

*the Authority and the Supplier (together the “Parties”)*

**(“CONTRACT”)**

**BACKGROUND**

- A. The initial Term of the Contract was set for two (2) year from the Commencement Date with the option to extend the Term for an additional two (2) year Term in accordance with Clause 15.2 of Schedule 2 (General Terms and Conditions) of the Contract. A copy of the Contract which is incorporated into this variation agreement as set out in Schedule 1 accompanies this variation agreement as a separate attachment.
- B. The Parties are now desirous of varying the Contract as set out below (**“Variation No. 1”**):

**VARIATION NO. 2**

1. *In accordance with Clause 5 of the Contract, the Parties **HEREBY AGREE** to extend the Term of the Contract for two (2) years to **1<sup>st</sup> December 2024** (**“Extended Term”**).*
2. *This extension shall take effect from **30<sup>st</sup> November 2022** (**“Effective Date”**).*

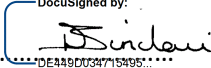

The Parties agree and acknowledge that:

1. words and expressions in this Variation No. 1 shall have the meanings given to them in the Contract;
2. this Variation No. 1 is made in consideration of the undertakings and mutual covenants outlined above and other good and valuable consideration (the receipt and sufficiency of which both parties acknowledge);
3. the provisions of the Contract, to the extent that they have not been amended by this Variation No. 1, shall remain in full force and effect;
4. this Variation No. 1, and any issues or disputes arising out of or in connection with it (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law and any dispute, claim or matter arising out of or relating to this Variation No. 1 shall be submitted to the exclusive jurisdiction of the English courts; and



5. execution and delivery of this Variation No. 1 (and any signed copy thereof) shall be legally valid and effective through (although not limited to) use of an electronic process adopted with the intent to execute the Variation (DocuSign®).

**IN WITNESS WHEREOF** each party hereto has duly executed, or has caused this Variation No. 1 to be duly executed on the date on which it was signed by the authorised signatories, or if signed on separate days the date on which it was signed by the last authorised signatory.

<p><b>SIGNED</b> for and on behalf of <b>THE CHRISTIE NHS FOUNDATION TRUST</b> by:</p> <p>DocuSigned by: </p> <p>Authorised Signature: .....</p> <p>Name: ..... Diane Sinclair .....</p> <p>Title: ..... Head of Procurement .....</p> <p>Date: ..... 29 November 2022 .....</p>	<p><b>SIGNED</b> for and on behalf of <b>HILL DICKINSON LLP</b> by:</p> <p>DocuSigned by: </p> <p>Authorised Signature: .....</p> <p>Name: ..... Sharon Renouf .....</p> <p>Title: ..... Partner .....</p> <p>Date: ..... 05 December 2022 .....</p>
---	---



**SCHEDULE 1  
CONTRACT**

(Contract commencing 1<sup>st</sup> December 2020 referred in Background A)

**Please see separate document attached**



### Order Form for Standard Goods and/or Services

**Call-Off Contract under the HealthTrust Europe LLP Framework Agreement for the supply of Legal Services (reference number: SF051638) dated 1<sup>st</sup> July 2019.**

The Authority	<b>The Christie NHS Foundation Trust</b> , whose address is <b>Wilmslow Road, Manchester, M20 4BX</b>
The Supplier	<b>Bevan Brittan LLP</b> , whose address is <b>Kings Orchard, 1 Queen Street, Bristol, BS2 0HQ</b> and company number <b>OC309219</b> .
HealthTrust Europe Contract Reference	HTE-005442

The Supplier and the Authority hereby agree as follows:

1. The Authority wishes to enter into a Contract in respect of the Goods and/or Services pursuant to the framework agreement between Health Trust Europe LLP and Supplier dated 14<sup>th</sup> October 2019 (the "Framework Agreement").
2. The Contract incorporates, and the Supplier agrees to abide by, the following documents:
  - (a) The Specification of the Authority's requirements as appended at Appendix 1 overleaf;
  - (b) the Contract Price, as appended at Appendix 2 overleaf; and
  - (c) the Call-Off Terms and Conditions set out at Appendix A to the Framework Agreement (including the front page and all Schedules thereto).
3. The Authority acknowledges and agrees to the HealthTrust Europe Key Provisions set out at Schedule 1 of the Call-Off Terms and Conditions, in particular Clause 7 of Schedule 1 as stated below for the avoidance of doubt:
  - (a) In the event that the Authority terminates its agreement with HealthTrust Europe (made pursuant to the provisions of the UHCW Framework) for convenience or otherwise, and such termination takes effect before the end of the Initial Term (as defined in the UHCW Framework) or in the event that the Authority's agreement with HealthTrust Europe (made pursuant to the provisions of the UHCW Framework) expires without being renewed on or after such Initial Term, HealthTrust Europe shall notify the Supplier of such termination or expiry in accordance with the provisions of Clause 14 of Schedule 1 of the Framework Agreement ("Beneficiary Withdrawal Notice"). Upon receipt of such Beneficiary Withdrawal

Notice by the Supplier, the Supplier shall cease to apply for the benefit of the Authority, the Contract Price or any special discounts in relation to such supply which applied solely by reason of the operation of the UHCW Framework and its associated services and/or framework agreements or any contract made between the Authority made pursuant thereto and further the Authority shall no longer be permitted to place Orders or benefit from the Contract Price, save with the prior written consent of HealthTrust Europe.

(b) The Authority acknowledges and agrees that the Supplier is subject to an activity based income (ABI) management charge in relation to any Orders placed by the Authority under the Framework Agreement.

(c) The Authority and the Supplier agree that (in addition to the Authority's right to enforce the Contract) HealthTrust Europe may enforce any term of the Contract.

4. The Commencement Date of the Contract shall be **1<sup>st</sup> December 2020**.
5. The Term of this Contract shall be **2 years** from the Commencement Date and may be extended in accordance with Clause 15.2 of Schedule 2 of the Call-Off Terms and Conditions provided that the duration of this Contract shall be no longer than **4 years** in total.
6. The Parties acknowledge that the Authority is the Data Controller (as defined by the Data Protection Act 1998) and the Supplier is the Data Processor (as defined by the Data Protection Act 1998) in respect of any Personal Data Processed under this Contract.
7. Time is of the essence as to any delivery dates under this Contract and if the Supplier fails to meet any delivery date this shall be deemed to be a breach incapable of remedy for the purposes of Clause 15.4.1(i) of Schedule 2 of the Call-Off Terms and Conditions.
8. For the purposes of Clause 4.2 of Schedule 2 of the Call-Off Terms and Conditions, the Authority shall visually inspect the Goods within 60 hours of the date of delivery of the relevant Goods.
9. The payment profile for this Contract shall be monthly in arrears.
10. The Authority may terminate this Contract forthwith by notice in writing to the Supplier at any time on three (3) months' written notice. Such notice shall not be served within one (1) year of the Commencement Date.
11. The provision of Services
  - (A) The Services shall be provided by the Supplier at the Premises and Locations listed below:
    - (i) The Christie NHS Foundation Trust
12. The Contract Managers at the commencement of this Contract are:

(a) for the Authority:

Diane Sinclair – Head of Procurement

(b) for the Supplier:

Sharon Renouf, Partner

13. Notices served under this Contract are to be delivered to:

(a) for the Authority:

Diane Sinclair  
Head of Procurement  
The Christie NHS Foundation Trust  
Wilmslow Road  
Manchester  
M20 4BX

(b) for the Supplier:

Sharon Renouf, Partner, Bevan Brittan  
LLP, Kings Orchard, 1 Queen Street,  
Bristol, BS2 0HQ

14. In this Contract, unless the context otherwise requires, all capitalised words and expressions shall have the meanings ascribed to them by the Framework Agreement and/or Call-Off Terms and Conditions.

15. The following Appendices are incorporated within this Contract:


Appendix 1	Authority Specification
Appendix 2	Contract Price

Signed by the authorised representative of THE AUTHORITY

Name:	Diane Sinclair .....	Signature:	 .....
Position:	Head of Procurement .....	Date:	10 <sup>th</sup> November 2020 .....

AND

Signed by the authorised representative of THE SUPPLIER

Name:	Sharon Renouf .....	Signature:	<div>DocuSigned by:  .....63DFF7B64ESA42D.....</div>
Position:	Partner .....	Date:	17 November 2020 .....

## Appendix 1

### Authority Specification

Each specialism is listed below. The details below should not be interpreted as an undertaking to purchase any services to any particular value. The Authority does not guarantee any minimum volumes of work or spend under the Framework Agreement.

#### 1. *Mandatory Specialisms are:*

##### Corporate Governance

This specialism includes the provision of advice and support with respect to the Corporate Governance of Participating Authorities. This shall include the following and any other areas which can be properly described as Corporate Governance:

- Board of Directors Administration and Procedures including Appraisal and Training
- Clinical Governance
- Data Protection
- Director Roles, Responsibilities and Liabilities
- Freedom of Information
- Human Rights
- International Law
- Legal Structure and Governance Structure
- Policy Development, Implementation and Review
- Research Governance
- Statutory, Regulatory Guidance
- Charitable Trusts
- Company Law
- Formation of Bodies Corporate

##### Healthcare inc. Mental Health Law

This includes the provision of advice and support with respect to the legislative, executive, and judicial rules and regulations governing the Healthcare industry. This shall include the following and any other areas which can be properly described as Healthcare Law:

- Capacity and Consent
- CCG Contracting for Primary Care Practitioners e.g. Alternative Provider Medical Services (APMS), General Medical Services (GMS), Personal Medical Services (PMS)
- Charging for Healthcare Services
- Clinical Negligence
- Commissioning
- Community Provision
- Complaints Advice
- Confidentiality
- Continuing Care and Social Care
- Detention and Discharge
- Direct Payments for Healthcare
- Mental Health law
- Organ Donation, Retention and Transplantation
- Patient Mobility and Access to Healthcare
- Patients' Property
- Performers List Management – NHS England Area and PHL First Tier Tribunal appeals
- Primary Care Regulation
- Prison Health



- Reimbursement for GP Premises
- Safeguarding and Welfare of Children and Vulnerable Adults

#### Contract and Commercial Law

This includes the provision of advice and support relating to the wide body of laws that govern business transactions and contracting. It shall include the following and any other areas which can be properly described as Contract and Commercial Law:

- Competition Law
- Contracts with Other Public Sector Bodies
- Contracts with Private Sector Bodies
- Corporate Insolvency Law
- Income Generation and/or Private Patients
- Non-Legally Binding Service Level Agreements between NHS Bodies
- Outsourcing/Contracting Out of Services
- Public Procurement
- Regulatory Law
- State Aid

#### Employment, Pensions and Employee Related Tax Law

This includes the provision of advice and support provided in respect to Employment, Pensions and Employee Related Tax Law. It shall include the following and any other areas which can be properly described as Employment, Pensions and Employee Related Tax Law:

- Employee Contracts and Payments
- Employment Agencies and Bank Staff
- Employment Law Advice
- Employment Policies
- Employment Claims
- Health Professional Practice Advice
- Immigration Issues
- Industrial Action
- Organisational Change and Development
- Outsourcing/Contracting Out
- Pensions
- Employee Terminations
- Employee Settlement Agreements
- Reward Schemes
- Taxation
- TUPE

#### Property, Estates, Energy and Environmental Law

This includes the provision of advice, conveyancing and drafting of agreements on any property related Matter and the provision of advice and support provided with respect to compliance with the body of rules and regulations, concerned with the maintenance and protection of the natural environment. This shall include the following and any other areas which can be properly described as Property Law, Estates and Environment:

- Acquisition and Disposal of Land and Property
- Building and Planning
- Building Contracts, Infrastructure and Construction Law Advice
- Estate Code and Estate Management Advice
- Landlord and Tenant Matters
- Leases, Licenses & Conveyancing

- Lettings
- Rent and Rates
- Reimbursement for GP Premises
- Shared Services
- Carbon Emission Trading
- Climate Change
- Complex Regeneration
- Contaminated Land
- Dangerous Substances
- Environmental Appeals, Warranties, Indemnities and Insurance
- Environmental Impact Assessments and Planning
- European Union Law
- Pollution Prevention Control and Integrated Pollution Control
- Local Authority Pollution Control Regulation & Local Air Pollution Prevention and Control Regulation
- Land Drainage
- Landfill & Mineral Leases
- Renewable Energy
- Risk Assessment and Management
- Waste Regulation

#### Corporate Finance & Public Private Partnership Law

This shall include the provision of advice and support provided in respect to the raising of capital and the funding of ventures and projects. It shall include the following and any other areas which can be properly described as Corporate Finance & Public Private Partnership Law:

- Banking, Bonds and Guarantees
- Charitable Funds and Legacies
- Corporate Finance Including IPOS, Venture Capital Advice, Joint Ventures, Franchising, Mergers and Acquisitions
- Cross Border and Multi-Jurisdictional Finance Structuring and Documentation
- International Swaps and Derivatives Association Documentation
- Loan and Credit Agreements
- Local Improvement Finance Trusts (LIFT)
- Public-Private Sector Finance and Project Finance
- Projects
- Project Planning & Finance Structuring
- Public Procurement
- State Aid
- Security and Investment

#### Intellectual Property, IT, Telecoms, Media and eCommerce Law

This includes the provision of advice and support with respect to Intellectual Property, IT, Telecoms, Media and eCommerce Law. It shall include the following and any other areas which can be properly described as Intellectual Property, IT, Telecoms, Media and eCommerce Law:

- Clinical Trials, Medical Research Agreements and Regulatory Advice
- Internet Defamation and Cybersquatting
- E-Commerce
- Filming, Performance, Image Rights and Publication Issues
- Hardware and Software Agreements
- Outsourcing Agreements
- Brand Protection, Patents, Copyright, Trade Marks and Designs

- Intellectual Property Audits
- Medical Device Innovation and Regulation
- Pharma and Life Sciences Issues
- Protection and Exploitation of Inventions, Multi-Media and E-Learning Products, Documentation, Knowledge and Data
- Website Development and Hosting Agreements

#### Tax Law

This includes the provision of advice and support in respect to Tax law. It involves contentious and non-contentious work and is a crossover service, which is associated with almost all other areas of law practice. It shall include the following and any other areas which can be properly described as Tax Law:

- Asset management
- Solvent restructuring
- Assisting with Financial, Tax and Legal documentation
- Negotiating Transaction Tax and managing the deal to completion
- Advising on the implications of tax during transactions
- Investigating tax avoidance and evasion
- Auditing accounts
- Prosecuting and defending tax claims
- Assisting in interpretation of tax rules and regulations

#### Information Law, to include GDPR, Data Protection, FOIA, common law confidentiality

This includes the provision of advice and support in respect to Information Law including the General Data Protection Regulations (EU) 2016/679 data protection law, freedom of information and common law confidentiality. It shall include the following and any other areas which can be properly described as Information Law:

- Human rights
- Confidentiality
- Data protection audits
- Data protection policies
- Data breach reporting
- Personal data transfers
- Processor contracts
- Requests for subject access, erasure, rectification or restriction
- IT procurement
- Data security
- Privacy notices and policies
- Appeals and regulatory action by the Information Commissioner
- Network infrastructure/interconnection
- Outsourcing
- Service level agreements
- Shared services
- Training for staff on compliance with data protection

#### *2. Optional Specialisms include:*

#### Mergers & Acquisitions

This includes the provision of advice and support in respect to Mergers & Acquisitions. It shall include the following and any other areas which can be properly described as Mergers & Acquisitions:

- Share sales and share purchases
- Asset sales and asset purchases
- Mergers, amalgamations, plans of arrangement and takeovers
- Auction bid processes
- Private equity downstream investments, such as buyouts
- Corporate governance and directors' duties
- Escrow agreements
- Issuer bids, insider bids, business combinations and related party transactions
- Launching and defending hostile takeovers
- Reverse takeovers
- Shareholder subscriptions and share issues
- Shareholder agreements
- Joint ventures

#### Litigation, Dispute Resolution, Arbitration and Investigations

This includes the provision of advice and support in respect to legal aspects of Litigation, Dispute Resolution, Arbitration and Investigations. It shall include the following and any other areas which can be properly described as Litigation, Dispute Resolution, Arbitration and Investigations:

- Resolving civil disputes
- Infringement of intellectual property rights
- Construction-related claims
- Liabilities of insurers
- Defective products
- Media and entertainment industry disputes
- Arbitration and mediation
- Claim validation
- Evidence collection (including preparation of witness statements)
- Development of case strategies
- Issuing court proceedings
- Managing litigation process (including management of alternative dispute resolution processes where appropriate)
- Representing clients at pre-trial hearings and case management conferences
- Attending conferences with barristers, briefing them to conduct advocacy in hearings, trials and arbitrations and assisting them generally
- Attending trials, arbitrations and mediations with clients

#### International Law

This includes the provision of advice and support in respect to International Law. It shall include the following and any other areas which can be properly described as International Law:

- Cross-border impact of conflict
- Tax efficient asset holding structures
- Family governance and succession planning
- Tax planning
- International estate planning
- Contentious trusts and estates issues
- Immigration
- International estate administration

- High-value residential conveyancing

### **3. GENERIC SERVICES**

#### **3.1 “Telephone Hotline” Advice on Ad-Hoc Matters**

- 3.1.1 The Supplier will provide telephone advice to the Participating Authority’s Authorised Officer between the core hours of 8.00am and 6.00pm (Monday to Friday) in relation to Matters on which papers have not been provided and on which the Supplier is not otherwise Instructed. These Matters can be dealt with by telephone and will require a minimum of 10 minutes of non-chargeable time in relation to each Matter. The non-chargeable time must be 10 minutes of legal advice. The advice should be provided by a lawyer at a minimum level of Band 5 as set out in paragraph 19 of this specification. This requirement will apply to Participating Authorities who have already engaged with the Supplier under the Framework Agreement.

#### **3.2 Advisory Services on Ad-Hoc Matters**

- 3.2.1 The Supplier will provide written advice about general Matters on which the Supplier is not otherwise Instructed. These Matters will have arisen in the normal course of the Participating Authority’s business and will require a minimum of 30 minutes of non-chargeable time spent drafting advice for each Matter. The advice should be provided by a lawyer at a minimum level of Band 5. This requirement will apply to Participating Authorities who have already engaged with the Supplier under the Legal Services Framework.

#### **3.3 Training**

- 3.3.1 The Supplier shall make available and promote its programme of client events and seminars to each engaged Participating Authority free of charge.
- 3.3.2 Where a Participating Authority reasonably requests, the Supplier will deliver bespoke training at either the Participating Authority’s premises or its own premises at the reasonable direction of the Participating Authority, free of charge.

#### **3.4 Added Value**

- 3.4.1 The Supplier will be required to submit details of any added value services for which no specific charge will be made to the Participating Authority. This should form part of the Supplier’s response and may include the following, simply by way of example and not an exhaustive list: bespoke training/workshops on various topics, horizon scanning/tailored intelligence reports and alerts, secondments (various levels/skills), innovative solutions such as legal technology solutions or workshops, preventative audits, knowledge management, legal documents, forms and templates, provision of meeting rooms/facilities, online training, webinars, access to intranets or portals or other additional benefits etc.

#### **3.5 Secondment Services**

- 3.5.1 The Participating Authority may request the services of suitably qualified secondees for an agreed predetermined timescale. The Supplier should make the service available whether in the form of general support, for a specific project or fixed period. The Supplier should provide details of any secondment arrangements (various levels/grades/skills) that it would be willing to provide to a Participating Authority free of charge. Suppliers are also required to provide capped day rates and monthly rates for the provision of secondment services within the pricing evaluation, which should be at a rate no higher than cost.

#### **4. CLASSIFICATION OF COMPLEX AREAS OF WORK AND MANAGEMENT RESPONSIBILITY**

- 4.1 Two (2) risk ratings have been identified which should be used by Suppliers to classify legal Matters according to the level of complexity and risk.
- 4.2 The Supplier should use these ratings to assign legal Matters to the principal who will bear the overall responsibility and supervision for the Matters upon Instruction. This will be irrespective of the team of lawyers who will be delegated tasks over the course of the Matter until completion and does not dictate or specify to the Supplier the resource levels that it should assign to execute the work. The purpose of this section is to clearly establish the lines of reporting and overall management responsibility for Matters. The following levels of risk have been identified.

<b>Risk Level</b>	<b>Risk Rating</b>	<b>Supplier Personnel with Overall Responsibility</b>
LOW RISK	1	4 to 5
HIGH RISK	2	1 to 3

- 4.3 Any Matter which has a risk rating of 1 would be classified as low risk and/or of low complexity and would require that the overall management responsibility and supervision of the Matter need not sit with personnel in bands higher than 4-5.
- 4.4 Any Matter which has been identified with a risk rating of 2 would be classified as high risk and typically complex and should be supervised by personnel within the staff bandings of 1-3 only (See Clause 19 for clarification of staff member bandings).
- 4.5 The Supplier shall notify in writing the Participating Authority of the name and band level of the Principal responsible for the overall supervision of their Matter.
- 4.6 The Participating Authority may opt to use its own individual approach to identify a risk rating. This will then be notified to the Supplier by the Authorised Officer at the time of Instruction. The Participating Authority and Supplier will then agree the risk rating. The risk rating will identify the appropriate banding of personnel who is to assume overall management responsibility for the Matter.
- 4.7** The Supplier and the Participating Authority will ensure that any new information or change in circumstance which may impact the Matter and its handling is immediately notified to the other party. The current risk rating should then be reviewed by the Supplier and the Participating Authority. Any subsequent changes in the risk rating or associated band of personnel responsible for the overall management of the Matter must be agreed in writing.

## 5. SERVICE PROVISION

### 5.1 In order to deliver this service, the Supplier must ensure that they:

- 5.1.1 Are able to provide services within the core operational hours of 8.00am to 6.00pm Monday to Friday.
- 5.1.2 Agree timescales for the completion of all Matters at the time of Instruction by the Participating Authority.
- 5.1.3 Agree the appropriate risk rating with the Participating Authority and therefore appropriate banding of the Supplier personnel required to be the Participating Authority's point of contact and manage delivery of the advice.
- 5.1.4 Immediately notify the Authority's Authorised Officer in the event of any proposed deviation to the agreed timescales and/or costs, or the requirement to alter the risk rating.
- 5.1.5 Ensure value for money through the most efficient and effective allocation of personnel and resources to each Matter, using the appropriate and most economical approach without the compromise of quality. Where possible Suppliers should offer Participating Authorities the least expensive and most efficient solution (in terms of the banding of personnel) or alternative ways of concluding a Matter.
- 5.1.6 Will provide, or have provided an estimated price or quotation as appropriate to the Matter concerned (including an estimate of timescales and disbursements for all contentious work). Confirmation of oral estimates shall be provided in writing.
- 5.1.7 Shall have in place a policy for client care in line with LEXCEL Standard or equivalent which includes details on how the Supplier will:
  - Deal with potential enquiries
  - Ensure sufficient resources and competence are available to deal with a Matter before taking on a Participating Authority as a client
  - Protect Participating Authority's confidentiality
  - Provide a timely response to telephone calls and correspondence from the Participating Authority
  - Make 3<sup>rd</sup> party referrals
  - Make adjustments for disabled individuals
- 5.1.8 The Supplier shall ensure that any legal advice provided is comprehensive and meets the required standard in terms of accuracy, meeting the Participating Authority's expectations, resolving the Matter in an appropriate manner and is timely. Shall return to the Participating Authority any property or documents upon completion of a Matter unless safe storage at the Supplier's premises has been agreed.

5.1.9 Shall provide safe storage of the Participating Authority's legal documents.

5.1.10 Shall operate a complaints procedure which shall ensure that Participating Authorities are informed of whom to approach in the event of any problem with the services provided to them and how their complaint will be handled within designated timescales.

## 6. STAFFING ARRANGEMENTS

6.1 Prior to the commencement of any work on an Instruction, the Supplier will confirm the identity of the Supplier's personnel who will carry out the material aspects of the Instruction (i.e. the personnel who will be responsible for the day to day execution of the work).

6.2 The relevant personnel identified in clause 6.1 above will be available to the Participating Authority both by telephone and email and should be in a position to discuss with the relevant Authorised Officer of the Participating Authority all issues concerning any Matters referred to the Supplier.

6.3 The Supplier will ensure that, where work is delegated, adequate supervision must be provided in line with the agreed risk ratings, at no additional charge.

6.4 In the event of any unavoidable absence, so as to ensure continuity of service, the Supplier will ensure that adequate cover is provided and that an appropriate lawyer is made aware of all work in progress and should remain familiar at all times with each Matter. The Participating Authority shall not be charged for any duplication in these circumstances.

6.5 Should nominated lawyers and identified personnel become unavailable for any reason, the Supplier will provide cover of equivalent or higher level of personnel at no additional charge.

6.6 In the event that a Matter has been re-assigned to another member of staff of the Supplier's organisation the Participating Authority shall be informed in writing. There will be no additional charge for reading in or handover of the Matter. In the event that the risk rating has changed this will be subject to review between the Participating Authority and the Supplier and agreed and confirmed in writing.

6.7 In the event that the experience of the lawyers assigned to a Matter progresses through the PQE bandings, the fee agreed with the Participating Authority should not be increased to reflect the lawyers hourly/day rate increase according to banding until the Matter is concluded an.

## 7. CONTRACT MANAGEMENT

7.1 Should the Participating Authority award the conduct of a number of linked Matters or parts of the same Matter to more than one Supplier, the Participating Authority will require each Supplier to establish clear communication channels with a view to ensuring behaviours of mutual co-operation and liaison are demonstrated.



- 7.2 The Supplier shall have in place documentation of its management structure which outlines the responsibilities of individuals and their accountability. This shall be made available on request to a Participating Authority or HTE.
- 7.3 The Participating Authority will require the Supplier to appoint a dedicated Account Manager to the Participating Authority. The Account Manager's contact details and any other relevant information shall be provided by the Supplier within the Letter of Engagement.
- 7.4 In the event that the Supplier has been Engaged by a Participating Authority, the Supplier may send a Letter of Engagement to the Participating Authority which captures the terms on which the Services are to be delivered. Any standard Letter of Engagement sent by the Supplier to Participating Authorities shall be amended as follows:
  - 7.4.1 Insert a clause which states that the Participating Authority has Engaged the Supplier to deliver the Services under the terms of the Legal Services Framework Agreement.
  - 7.4.2 Attach as an appendix the Call-Off Contract Terms for the Provision of Services (Appendix A of the Legal Services Framework Agreement).
  - 7.4.3 Insert a clause which states that if the Letter of Engagement conflicts with any provision within the Call off Contract to the Participating Authorities' detriment, the terms of the Call off Contract will prevail.
  - 7.4.4 Where possible the Letter of Engagement should specify a commencement date for the Services and the duration of the Call-off Contract.
- 7.5 For the avoidance of doubt if the Supplier has a pre-existing Letter of Engagement with a Participating Authority this should be replaced with an amended Letter of Engagement (as above) immediately once the Participating Authority instructs the Supplier under the terms of the Legal Services Framework Agreement.
- 7.6 The Supplier shall send a copy of the signed Letter of Engagement to HTE for its records within 2 weeks following signature by both parties.
- 7.7 The Participating Authority will identify Authorised Officers who are able to instruct the Supplier. Details of these personnel, their contact telephone numbers and any other relevant information, e.g. financial authority thresholds will be provided by the relevant Participating Authority as documented within the Order Form (Framework Agreement- Schedule 7A/B). In the event that work is requested by someone other than the Authority's Authorised Officer then it shall be addressed back to the Authority's Authorised Officer for approval.
- 7.8 The Supplier may deviate from the requirements of paragraph 7.7 above with respect to requests for advice outside of the core hours stated in paragraph 5.1.1 that may reasonably be considered an emergency.
- 7.9 Any unauthorised legal advice/work undertaken outside of paragraphs 7.4 and 7.5 (above) will not be accepted by the Participating Authority and unless agreed subsequent invoices shall not be paid.

**Appendix 2**  
**Contract Price**

**Supplier Name**    **Bevan Brittan LLP**

FIXED HOURLY RATE					
Band	Level of personnel based on PQE	General	Mergers & Acquisitions	Litigation, Dispute Resolution, Arbitration and Investigations	International Law
1	Solicitor or Fellow of ILEX with <b>over 10 years</b> PQE (normally <b>Partner</b> and/or equivalent title)	£205.00	£205.00	£205.00	£205.00
2	Solicitor or Fellow of ILEX with <b>7 to 10 years</b> PQE (normally <b>Senior Associate</b> and/or equivalent title)	£179.00	£179.00	£179.00	£179.00
3	Solicitor or Fellow of ILEX with <b>5 to 7 years</b> PQE (normally <b>Associate</b> and/or equivalent title)	£179.00	£179.00	£179.00	£179.00
4	Solicitor or Fellow of ILEX with <b>3 to 5 years</b> PQE (normally <b>Senior Solicitor</b> and/or equivalent title)	£165.00	£165.00	£165.00	£165.00
5	Solicitor or Fellow of ILEX with up to 3 years PQE (normally <b>Solicitor</b> and/or equivalent title)	£155.00	£155.00	£155.00	£155.00
6	<b>Paralegal, Trainee Solicitor</b> or equivalent	£118.00	£118.00	£118.00	£118.00
N/A	Blended Rate	£172.00	£172.00	£172.00	£172.00

Volume Level Discount Applicable: 1%

VOLUME DISCOUNTS	
Volume Level Discount	%
£100,001 - £200,000	1
£200,001 - £250,000	1
£250,001 - £500,000	1
£500,001 - £750,000	3
£750,001+	5

SECONDMENT RATE			
Band	Level of personnel based on PQE	Capped Day Rate £ (National)	Capped Monthly Rate £ (National)
1	Solicitor or Fellow of ILEX with <b>over 10 years</b> PQE (normally <b>Partner</b> and/or equivalent title)	£1,435.00	£31,570.00
2	Solicitor or Fellow of ILEX with <b>7 to 10 years</b> PQE (normally <b>Senior Associate</b> and/or equivalent title)	£1,253.00	£27,566.00
3	Solicitor or Fellow of ILEX with <b>5 to 7 years</b> PQE (normally <b>Associate</b> and/or equivalent title)	£1,253.00	£27,566.00
4	Solicitor or Fellow of ILEX with <b>3 to 5 years</b> PQE (normally <b>Senior Solicitor</b> and/or equivalent title)	£1,155.00	£25,410.00
5	Solicitor or Fellow of ILEX with up to 3 years PQE (normally <b>Solicitor</b> and/or equivalent title)	£1,085.00	£23,870.00
6	<b>Paralegal, Trainee Solicitor</b> or equivalent	£826.00	£18,172.00
Other	Other	N/A	N/A

In the event that a Participating Authority requires the Supplier to deliver the Services using personnel based in the \*Inner London or Outer London region or who are required to carry out work which is of a complex or substantial nature, the Supplier shall be entitled to submit to the Participating Authority revised Contract prices based on the capped uplifts below:

LONDON UPLIFT RATES/COMPLEX WORK				
Band	Level of personnel based on PQE (Post Qualification Experience)	Capped uplift for Inner London based personnel*	Capped uplift for Outer London based personnel*	Capped uplift for Complex areas of work
1	Solicitor or Fellow of ILEX with <b>over 10 years</b> PQE (normally <b>Partner</b> and/or equivalent title)	50%	30%	30%
2	Solicitor or Fellow of ILEX with <b>7 to 10 years</b> PQE (normally <b>Senior Associate</b> and/or equivalent title)	45%	25%	25%
3	Solicitor or Fellow of ILEX with <b>5 to 7 years</b> PQE (normally <b>Associate</b> and/or equivalent title)	40%	21%	21%
4	Solicitor or Fellow of ILEX with <b>3 to 5 years</b> PQE (normally <b>Senior Solicitor</b> and/or equivalent title)	35%	20%	20%
5	Solicitor or Fellow of ILEX with up to 3 years PQE (normally <b>Solicitor</b> and/or equivalent title)	30%	18%	18%
6	<b>Paralegal, Trainee Solicitor</b> or equivalent	15%	8%	8%

It is the location of the personnel delivering the Services to the Customer and not where the Services are being delivered which will trigger the revision to the Contract Prices set out above. \*

“Inner London” – means the districts in London with the postcodes EC1, EC2, EC3 and EC4.

“Outer London” – means all districts in Greater London excluding Inner London.

**Certificate Of Completion**

Envelope Id: 71EA5D4F22E34665A437C1809AA99E29

Status: Completed

Subject: Extension - Bevan Brittan - The Christie NHS Foundation Trust

Document Type: Contract Extension

Source Envelope:

Document Pages: 20

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

Sam Hitchcock

AutoNav: Enabled

19 George Road

Envelopeld Stamping: Enabled

Edgbaston, Birmingham B15 1NU

Time Zone: (UTC) Dublin, Edinburgh, Lisbon, London

samuel.hitchcock@htepg.com

IP Address: 161.71.6.8

**Record Tracking**

Status: Original

Holder: Sam Hitchcock

Location: DocuSign

11/24/2022 9:00:13 AM

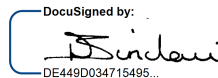
samuel.hitchcock@htepg.com

**Signer Events**

Diane Sinclair

diane.sinclair@nhs.net

Head of Procurement

Security Level: Email, Account Authentication  
(None)**Signature**DocuSigned by:  
  
DE449D034715495...Signature Adoption: Uploaded Signature Image  
Using IP Address: 208.127.198.44**Timestamp**

Sent: 11/24/2022 9:02:22 AM

Viewed: 11/29/2022 11:46:30 AM

Signed: 11/29/2022 11:47:09 AM

**Electronic Record and Signature Disclosure:**

Accepted: 11/29/2022 11:46:30 AM

ID: 000adfb0-05ef-45d3-b285-4da94e64327a

Sharon Renouf

sharon.renouf@bevanbrittan.com

Partner

Security Level: Email, Account Authentication  
(None)DocuSigned by:  
  
D6C71FEA8D784B9...Signature Adoption: Pre-selected Style  
Using IP Address: 185.251.10.137

Sent: 11/29/2022 11:47:11 AM

Viewed: 12/5/2022 9:20:57 AM

Signed: 12/5/2022 9:23:01 AM

**Electronic Record and Signature Disclosure:**

Accepted: 12/5/2022 9:20:57 AM

ID: 6d2a3db6-3c16-46f3-bead-51608776d695

**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Diana Nuttall

d.nuttall@nhs.net

Security Level: Email, Account Authentication  
(None)**COPIED**

Sent: 11/24/2022 9:32:33 AM

Viewed: 11/24/2022 10:44:38 AM

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
Sam Hitchcock samuel.hitchcock@htepg.com HealthTrust Europe Security Level: Email, Account Authentication (None)	<b>COPIED</b>	Sent: 12/5/2022 9:23:04 AM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		

Witness Events	Signature	Timestamp
----------------	-----------	-----------

Notary Events	Signature	Timestamp
---------------	-----------	-----------

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/24/2022 9:02:22 AM
Envelope Updated	Security Checked	11/24/2022 9:32:32 AM
Certified Delivered	Security Checked	12/5/2022 9:20:57 AM
Signing Complete	Security Checked	12/5/2022 9:23:01 AM
Completed	Security Checked	12/5/2022 9:23:04 AM

Payment Events	Status	Timestamps
----------------	--------	------------

Electronic Record and Signature Disclosure
--

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, HealthTrust Europe (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact HealthTrust Europe:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [customercare@htepg.com](mailto:customercare@htepg.com)

### **To advise HealthTrust Europe of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [customercare@htepg.com](mailto:customercare@htepg.com) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from HealthTrust Europe**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [customercare@htepg.com](mailto:customercare@htepg.com) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with HealthTrust Europe**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:



- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [customercare@htepg.com](mailto:customercare@htepg.com) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of the withdrawing your consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify HealthTrust Europe as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by HealthTrust Europe during the course of your relationship with HealthTrust Europe.