

THIS AGREEMENT is made the day of 2017

BETWEEN:

- (1) **London Underground Limited** whose registered office is at 55 Broadway, London, SW1H 0BD (“the *Employer*” which expression shall include its successors in title and assigns); and
- (2) **Gardiner and Theobald** whose registered office is at 10 South Crescent, London, WC1E 7BD (“the *Consultant*”).

WHEREAS:

- (A) This Agreement is made pursuant to a framework agreement between the Parties relating to the provision of professional services dated 24 November 2014 (“the Framework Agreement”).
- (B) The *Employer* wishes to have provided Project Control services in relation to the Deep Tube Upgrade Programme.
- (C) The *Employer* has accepted a proposal by the *Consultant* for the *services* and correction of Defects therein in accordance with the *conditions of contract*.

NOW IT IS AGREED THAT:

1. Terms and expressions defined in (or definitions referred to in) the *conditions of contract* have the same meanings herein.
2. The *Consultant* Provides the Services in accordance with the *conditions of contract*.
3. The *Employer* pays the *Consultant* the amount due in accordance with the *conditions of contract*.
4. The documents forming the contract are:
 - 4.1 this Form of Agreement duly executed by the Parties as a deed;
 - 4.2 the *conditions of contract*;
 - 4.3 the attached Call-Off Contract Data Part 1;
 - 4.4 the attached Call-Off Contract Data Part 2; and
 - 4.5 the following documents:
 - the Scope;
 - Schedules 2A, 9, 10, 12, 14A, 19 & 20 inclusive of the Framework Agreement;

5. Where there is any discrepancy or conflict within or between the documents forming the contract the order of priority shall be as follows:

- 5.1.1 First : This Form of Agreement;
- 5.1.2 Second : The conditions of contract;
- 5.1.3 Third : The Scope and any other documents included in this contract.

6. Notwithstanding the manner of execution of this Agreement it is agreed that:

6.1 the limitation period within which any claim may be brought by the *Employer* for breach of this Agreement by the *Consultant* is 12 years from the date of breach; and

6.2 the *Consultant* agrees not to raise in defence of any such claim a shorter limitation period whether pursuant to the Limitation Act 1980 (as the same may be amended or re-enacted from time to time) or otherwise.

IN WITNESS whereof this Agreement has been signed for and on behalf of the *Employer* and the *Consultant* the day and year written above.

Signed by)
for and on behalf of)
The *Employer*)

Signature Print name and position

Date:

Signed by)
for and on behalf of)
The *Consultant*)

Signature Print name and position

Date:

CALL OFF CONTRACT DATA

Part One - Data provided by the *Employer*

Completion of the data in full, according to the chosen options, is essential to create a complete contract.

Statements given in all contracts

1 General

- The *conditions of contract* are the core clauses as may be amended or supplemented by the clauses for Main Option E and Secondary X18 each as may be amended or supplemented by the LUL Requirements all as attached to the Transport for London Professional Services Framework Agreement).
- The *Employer* is
Name: London Underground Limited
Address Templar House, 81-87 High Holborn, London, WC1V 6NU
- The *Employer's Agent* is
Name: David Furse
Address Templar House, 81-87 High Holborn, London, WC1V 6NU
- The authority of the *Employer's Agent* is
.....
.....
- The *services* are the provision of Project Control services in relation to the Deep Tube Upgrade Programme.
- The *language of this contract* is **English**
- The *law of the contract* is **the law of England and Wales**
- The *period for reply* is **2 weeks**.
- The *period for retention* is **12 years following Completion or earlier termination**.
- The *tribunal* is **the courts of England and Wales**
- The following matters will be included in the Risk Register
.....
.....
.....
.....

2 The Parties' main responsibilities

- The *Employer* provides access to the following persons, places and things

access to	<i>access date</i>
Templar House, 81-87 High Holborn, London, WC1V 6NU	As required
.....

3 Time

- The *starting date* is week commencing **Monday 26th June 2017**
- The *Consultant* submits revised programmes at intervals no longer than **4 weeks**.

4 Quality

- The quality policy statement and quality plan are provided within **2 weeks** of the Contract Date, or as stated here
- The *defects date* is **4 weeks** after Completion of the whole of the *services*.

5 Payment

- The *assessment interval* is **4 weeks**
- The *currency of this contract* is **pounds Sterling (£)**
- The *interest rate* is **2 % per annum above the base rate of the Bank of England**.

8 Indemnity, insurance and liability

- The amounts of insurance and the periods for which the *Consultant* maintains insurance are

Event	cover	Period following Completion of the whole of the <i>services</i> or earlier termination
Liability of the <i>Consultant</i> for claims made against him arising out of his failure to use the degree of reasonable skill, care and diligence normally used by competent professionals experienced in providing services similar to the <i>services</i> in connection with works of a similar	£1 million or as stated below for each and every claim and in the aggregate per annum

size, scope and complexity to the Works (professional indemnity insurance)

Liability for death of or bodily injury to a person (not an employee of the *Consultant*) or loss of or damage to property resulting from an action or failure to take action by the *Consultant* **£5 million or as stated below**
.....
in respect of each claim, without limit to the number of claim

Liability for death of or bodily injury to employees of the *Consultant* arising out of and in the course of their employment in connection with this contract. **£5 million or as stated below**
.....
in respect of each claim, without limit to the number of claims

- The Employer provides all relevant insurances including Public Liability Insurance
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.....
- The *Consultant's* total liability to the *Employer* for all matters arising under or in connection with this contract, other than the excluded matters, is the total value of the contract.
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.....

Optional statements

If the *Employer* has decided the *completion date* for the whole of the *services*

- The *completion date* for the whole of the *services* is **23 December 2017**

If no programme is identified in part two of the Contract Data

- The *Consultant* is to submit a first programme for acceptance within **2 weeks** of the Contract Date.

If the *Employer* has identified work which is to meet a stated *condition* by a *key date*

- The *key dates* and *conditions* to be met are

<i>condition</i> to be met	<i>key date</i>
1

- **If the Contract Date is not the date of the Call-Off Contract it is:**

N/A

If the *Employer* states any *expenses*

- The *expenses* stated by the *Employer* are

Item	amount
..... N/A.....
.....
.....
.....
.....
.....

If the *Consultant* is to provide additional insurances

- The *Consultant* provides these additional insurances

1. Insurance against

Cover is N/A.....

Period of cover

Deductibles are

2. Insurance against

Cover is

Period of cover

Deductibles are

If Option C or E is used

- The *Consultant* prepares forecasts of the total Time Charge at intervals no longer than **4** weeks.

If Option X22 is used

- the IMM Protocol is the document attached at Schedule 14A of this contract
- the Project is TBC

Option Z

- The following additional conditions of contract are incorporated in the *conditions of contract*.

Z1 Additional Services Option

- Z1.1 The *Employer* at its sole option and discretion, at any time from the *starting date* to 2 years' time, notifies the *Consultant* in writing of its intention to include all or any part of the *additional services* in the *services*. The *Employer* is entitled to issue more than one notice during this period. The notice includes sufficient information to enable the *Consultant* to provide a quotation for the inclusion of the *additional services* in the *services*, including the proposed *completion date* for the *additional services* and the proposed changes to the Contract Data Part 1.
- Z1.2 The *Consultant* submits a quotation to the *Employer* within 15 days of receipt of the notice issued in accordance with clause Z1.1. The quotation is based on the rates in Schedule 1 of the Framework Agreement.
- Z1.3 The *Employer* notifies the *Consultant*, within 15 days of the receipt of the *Consultant's* quotation submitted in accordance with Z1.2, either that the *additional services* are to be included in the *services* or that the *additional services* are not to be included in the *services*. The inclusion of the *additional services* is effective from the date of receipt by the *Consultant* of a notification that the *additional services* are to be included in the *services* and from this date the total of the Prices and the Contract Data Part 1, including the *completion date*, are adjusted accordingly.

Z1.4

The valid exercise by the *Employer* of the option to include all or any part of the *additional services* in the *services* in accordance with clauses Z1.1 to Z1.3 does not amount to a compensation event.

CALL OFF CONTRACT DATA PART TWO

Data provided by the *Consultant*

Completion of the data in full, according to the Options chosen, is essential to create a complete contract.

Statements given in all contracts

• The *Consultant* is

Name Gardiner and Theobald

Address10 South Crescent, London, WC1E 7BD.

• The *key persons* are

(1) NameRob Knight.

JobProgramme Services / Controls Lead

Responsibilities

Qualifications

Experience

• The *staff rates* are

REDACTED
REDACTED
REDACTED
REDACTED
REDACTED
REDACTED
REDACTED

• The following matters will be included in the Risk Register

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Optional statements

If the *Consultant* is to decide the *completion date* for the whole of the *services*

- The *completion date* for the whole of the *services* is 23 December 2017

If a programme is to be identified in the Contract Data

- The programme identified in the Contract Data is
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If the *Consultant* states any expenses

- The *expenses* stated by the *Consultant* are

item	amount
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If the *Consultant* requires additional access

- The *Employer* provides access to the following persons, places and things

access to	<i>access date</i>
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If Option A or C is used

- The *activity schedule* is
.
- The tendered total of the Prices is