

**Consultant**

General	Reporting to Principal Consultant / Senior Consultant. A person with the ability to assist in the management and control of a project team to ensure delivery of the required projects. Responsible for Junior Consultant / administration staff
Typical Education /Qualifications and Experience	• Hold appropriate professional qualifications applicable to the sub-category commissioned to perform and/or corporate membership of a major institution. • Must have relevant work experience spanning several projects • Must have some transport experience and technical skills appropriate to the sub-category. • Responsibility for project(s) and for supervision, control and development of junior personnel.
Responsibilities	• Deputise for the Principal Consultant/ Senior Consultant on all aspects of the project. • Assist in the management and control of a project team of consultants to ensure efficiency and compliance with all relevant procedures, rules, regulations, standing orders and instructions and the adopted procurement method. • Communicate effectively with other members of the Project Team and with other TfL departments and external consultants and bodies as necessary. • Supervise, control and develop personnel assigned. • Ensure that own and assigned personnel activities meet the objectives of the commission. • Comply with all safety and quality assurance requirements and ensure that all team personnel to likewise • Ensure that all appropriate training, both personal and that of assigned personnel, is undertaken.



Junior consultant

General	Reporting to Senior Consultant/Consultant. A person with the relevant experience capable of working on some aspects of the delivery of the required project. Responsible for support staff.
Typical Education /Qualifications and Experience	• Must have relevant work experience in at least one completed project.
Responsibilities	• Assist the Consultant where appropriate. • Supervise the support staff assigned (if appropriate). • Work in compliance and ensure that all assigned personnel comply with all relevant procedures, rules, regulations, standing orders and instructions and the adopted procurement method. • Ensure that own and assigned personnel's activities meet the objectives of the commission. • Comply with all safety and quality assurance requirements and ensure that all assigned personnel do likewise. • Ensure that all appropriate personal training is undertaken.



Foreword

I am delighted to submit this tender for Rotherhithe to Canary Wharf Crossing (Engineering and Architectural Services) to support TfL in delivering the Traffic and Works Act Order Application.

This is a key project for TfL, this new river crossing would provide a direct and attractive route for pedestrians and cyclists travelling between south and east London helping to improve the share of trips being made by walking and cycling in line with the Mayor's aim for 80 per cent of Londoners' trips to be on foot,

by cycle or by using public transport by 2041.

Atkins is delighted to be given the opportunity to help TfL take this project through the TWAO application process. We have brought together a team of design, construction and moving bridge specialists who will work in collaboration with TfL to develop the Design to support this process.

Our capabilities and understanding of the TWAO process, coupled with an excellent co-located Project Team will integrate with TfL and their other advisors. Our overriding objective is to ensure TfL have a successful design that can be taken forward to full implementation.

I hope you feel Atkins and our staff are as well placed as I do to deliver this project with efficiency, certainty and value.

Yours Faithfully



We are pleased to provide our ITT response with regard to the above mentioned project. If you require any further clarifications or information in regard to our tender, please contact our bid manager, Rob Wheatley. Should our proposal be of interest we would require further discussion around a number of terms within the bid, prior to entering into any agreement. These would include:

Parent Company Guarantees

As previously advised. If required, Parent Company Guarantees are a matter for the [REDACTED]. Should we become preferred bidder, an application for a Parent Company Guarantee will be made to the Board at that time.

Limits of Liability for subconsultants.

The Architectural sub consultant's limits of liability, that flow through from our contract would need to be confirmed should we become preferred bidder.

Risk Register

The risk register, as referred to in Contract data part 2, and draft version included, is reviewed, completed and agreed prior to incorporation within any contract documentation.

Yours Faithfully

[REDACTED]



CALL OFF CONTRACT DATA PART TWO

Part Two - Data to be provided by the *Consultant*

Statements given in all contracts

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

- The *Consultant* is
 Name. ... Atkins Limited
 Address Woodcote Grove, Ashley Road,
 Epsom
 Surrey
 KT18 5BW

- The *key persons* are

Name

Job . .

Responsibilities.

Qualifications . .

Experience.

Name

Job . .

Responsibilities

Qualifications. .

Experience

- The *staff rates* are

See Annex B1

- The following matters will be included in the Risk Register

Programme

Scope

Collateral warranty

Ground conditions

Delay

D&B contractor interface

Staff availability



SCHEDULE 9 - (FORM OF WARRANTY FROM CONSULTANT TO FINANCIER OR CONSULTANT//PURCHASER/TENANT/DEVELOPER/CONTRACTOR)

THIS DEED is made on ● 200●

BETWEEN:

- (1) ● whose registered office is situate at ● (the "**Beneficiary**"); and
- (2) ● whose registered office is situate at ● (the "**Consultant**").

WHEREAS:

- (A) By a call off contract dated ● (the "**Contract**") Transport for London whose registered office is at 55 Broadway, London SW1H 0BD ("the *Employer*", which expression shall include its successors in title and assigns) appointed the *Consultant* to design, carry out and complete certain design services(the "**services**")
- (B) The Beneficiary has an interest in the whole or part of the services as a Contractor and [intends to enter into] / [has entered into] an agreement with the *Employer* in respect of [●].] The Beneficiary [intends to enter into] / [has entered into] a building contract with the Employer for the carrying out of the whole or part of the Main Contract Works or the Works

NOW IT IS AGREED:

1. Terms and expressions defined in the Contract shall where the context so permits have the same meanings in this Deed.
2. The *Consultant* warrants and undertakes to the Beneficiary that:

it has exercised and will continue to exercise all the skill, care and diligence normally used by professionals providing services similar to the *services*, including in respect of design all reasonable skill, care and diligence as may be expected of a properly qualified designer of the appropriate discipline(s) for such design, experienced in carrying out design of a similar scope, nature, timescale and complexity and relating to a similar site or at a similar location to the Works; and

it has complied with and will continue to comply with the terms of the Contract.

3.
 - 3.1. The *Consultant* warrants and undertakes to the Beneficiary that to the extent the *Consultant* either is obliged to specify or approve products or materials for use or does so specify or approve, the *Consultant* does not specify or approve any products or materials which are generally known within the construction industry to be deleterious at the time of specification or approval in the particular circumstances in which they are to be used, or those identified as potentially hazardous in or not in conformity with:

the report entitled "Good Practice in the Selection of Construction Materials" (1997, by Tony Sheehan, Ove Arup & Partners, published by the British Council for Offices and the British Property Federation), or



relevant International Standards, British Standards or European Standards or Codes of Practice and general good building and engineering practice, or

any publications of the Building Research Establishment related to the specification of products or materials.

- 3.2 If in the performance of his duties under the Contract, the *Consultant* becomes aware that he or any person has specified, approved or used any such products or materials, the *Consultant* immediately notifies the Beneficiary in writing. This clause does not create any additional duty for the *Consultant* to inspect or check the work of Others which is not required by the Contract

4. The *Consultant* further warrants and undertakes to the Beneficiary that:
 subject to clause 2(a), the *services* will on Completion satisfy all performance or output specifications and other requirements contained or referred to in the Contract;
 subject to clause 2(a), the *services* and all materials comprised in them will correspond as to description, quality and condition with the requirements of the Contract and will be of sound manufacture and workmanship;

his designs are integrated with the designs of Others

the *services* will on Completion comply with the Statutory Requirements, all applicable law and all relevant Standards; and

the *services* will be carried out and completed timeously in accordance with the Accepted Programme.

5. The *Consultant* warrants and undertakes to the Beneficiary that it has maintained and will continue to maintain all insurances required to be maintained pursuant to the terms of the Contract and that it has professional indemnity insurance with a limit of indemnity of not less than [REDACTED] in respect of each and every claim which may be made against the *Consultant* in relation to the Works. The *Consultant* shall maintain such professional indemnity insurance for a period of 12 years from Completion of the whole of the *services* provided such insurance remains available at commercially reasonable rates and shall notify the Beneficiary forthwith if such insurance ceases to be so available. When deciding whether such insurances are available at commercially reasonable rates, no account shall be taken of any increase in the premium or imposition of terms which arise as a result of the *Consultant's* insurance claims record.
6. As and when reasonably requested by the Beneficiary, the *Consultant* shall produce for inspection documentary evidence that the insurance referred to in Clause 5 is being properly maintained and that payment has been made of the last premium due in respect of such insurance.
7. To the extent that the intellectual property rights in any and all designs, drawings, models, plans, specifications, design details, photographs, brochures, reports, notes of meetings, CAD materials, manuals, instructions (including without limitation



operating and maintenance instructions) and any other materials provided by the *Consultant* in connection with the *services* (whether in existence or to be made) ("Documents") have not already vested in the *Employer*, the *Consultant* grants to the Beneficiary an irrevocable, non-exclusive, non-terminable, royalty-free licence to copy and make full use of any and all Documents and all amendments and additions to them and any works, designs or inventions of the *Consultant* incorporated or referred to in them for all purposes relating to the *services* including without limitation the construction, use, maintenance, repair, alteration, modification, enhancement or demolition of the Works provided always that the *Consultant* shall not be liable for the consequences of any use of the Documents as aforesaid for any other purpose. Such licence shall carry the right to grant sub-licences and shall be transferable to third parties without the prior consent of the *Consultant*.

8. The *Consultant* agrees:
on request at any time to give the Beneficiary or any persons authorised by the Beneficiary access to the material referred to in Clause 7 and at the Beneficiary's expense to provide copies of any such material; and
at the *Consultant's* expense to provide the Beneficiary with a set of all such material on Completion of the *services*.
9. If called upon to do so by the Beneficiary, the *Consultant* shall provide the Beneficiary with such information relating to the *services* as the Beneficiary may reasonably require including without limitation, copies of and extracts from Documents prepared or provided by the *Consultant* for the purposes of the *services* provided that neither the provision of such information nor any inspection of the *services* by the Beneficiary or its agents nor the approval by the Beneficiary or its agents of any material shall limit or discharge, or be deemed to limit or discharge the obligations of the *Consultant* under the Contract or relieve the *Consultant* from any liability which it has in relation to the *services*.
10. This Deed may be assigned by the Beneficiary to any member of the TfL Group without limitation and otherwise to any other person on two occasions without the consent of the *Consultant* being required and the *Consultant* shall do all such acts, deeds and things as may be reasonably necessary to give effect to any such assignment. No further assignment shall be permitted without the consent of the *Consultant*. For the purposes of this clause, "TfL Group" means Transport for London ("TfL"), a statutory body set up by the Greater London Authority Act 1999 and all its subsidiaries and their subsidiaries (as defined in section 736 of the Companies Act 1985) from time to time together with Cross London Rail Links Limited (company number 04212657) and reference to any "member of the TfL Group" refers to TfL or any such subsidiary.
11. The *Consultant* shall not be entitled to contend that any person to whom this Deed is assigned in accordance with Clause 10 is precluded from recovering under this Deed any loss incurred by such assignee resulting from any breach of this Deed (whenever happening) by reason that such person is an assignee and not a named promisee under this Deed.



12. The liability of the *Consultant* under this Deed shall cease 12 years following Completion of the whole of the *services*.
13. The rights and benefits conferred upon the Beneficiary by this Deed are in addition to any other rights and remedies the Beneficiary may have against the *Consultant* including without limitation any remedies in negligence.
- 14.1 The *Consultant* shall owe no greater obligations to the Beneficiary than he owes to the *Employer* under the Contract as if, in lieu of this Deed, the Beneficiary had been a party to the Contract as joint employer, provided that the *Consultant* shall not be entitled to set-off or deduct from any sums payable to the Beneficiary under this Deed any sums due or claimed as due by the *Consultant* from the *Employer*.
- 14.2 The *Consultant* shall be entitled in any actions or proceedings brought by the Beneficiary to rely on any limitation in the Contract and to raise the equivalent rights in defence of liability as he would have against the *Employer* thereunder (but excluding set-offs and counterclaims) as if, in lieu of this Deed, the Beneficiary had been a party to the Contract as joint employer.
15. Any notice to be given hereunder shall be deemed to be duly given if it is in writing and delivered by hand at or sent by registered post to the registered office or principle place of business in the United Kingdom for the time being of the party to be served and in the case of any such notice sent by registered post shall be deemed to have been received 48 hours after being posted.
- 16.1 Any dispute or difference arising out of or in connection with this Deed may be referred to adjudication in accordance with Clause 41 of the Framework Agreement which shall be deemed to be included in this Deed as if they were recited herein in full (with the necessary changes).
- 16.2 The Adjudicator's decision shall be binding on the parties until the dispute or difference is finally determined by the Courts in accordance with Clause 16.3.
- 16.3 The Courts of England and Wales shall have jurisdiction over any dispute or difference arising out of or in connection with this Deed. The Law of England and Wales shall be the proper law of this Deed.
17. Nothing in this Deed confers or is intended to confer on any third party any benefit or the right to enforce any term of this Deed pursuant to the Contracts (Rights of Third Parties) Act 1999.



18. **IN WITNESS** whereof this Deed has been executed and unconditionally delivered as a Deed by the parties the day and year first above written.

[EXECUTED AND DELIVERED AS

A DEED by

[THE BENEFICIARY] acting by:

Signature of Director

.....

Print name of Director

.....

Signature of Director/Secretary

.....

Print name of Director/Secretary

.....

[EXECUTED AND DELIVERED AS

A DEED by

[THE CONSULTANT] acting by:

Signature of Director

Print name of Director

Signature of Director/Secretary

Print name of Director/Secretary



SCHEDULE 11A - (FORM OF WARRANTY FROM SUBCONSULTANT TO EMPLOYER)

THIS DEED is made on ● 200●
BETWEEN:

- (1) ● whose registered office is situate at ● ("the **Employer**" which expression shall include its successors and assigns);
- (2) ● whose registered office is situate at ● (the "**Subconsultant**"); and
- (3) ● whose registered office is situate at ● (the "**Consultant**").

WHEREAS:

- (A) The *Consultant* has entered into a call off contract dated ● (the "**Contract**") with the *Employer* for the carrying out of certain [**Services**] at ● (the "**services**").
- (B) The Subconsultant has been invited to design certain parts (the "**design works**") of the *services* and [has entered] [will shortly enter] into a deed of appointment with the *Consultant* (the "**Appointment**") for the *design works*.

NOW IT IS AGREED:

1. The following definitions shall apply in this Deed:
 - (a) "Connected Persons" means of any of the Subconsultant's employees, directors, consultants, agents, subcontractors, subconsultants, suppliers, shareholders, professional advisers (including lawyers, auditors, financial advisers, accountants and technical consultants) or underwriters;
 - (b) "Documents" means designs, drawings, models, plans, specifications, design details, photographs, brochures, reports, notes of meetings, CAD materials, manuals, instructions (including without limitation operating and maintenance instructions) and any other materials provided by the Subconsultant in connection with the *design works* (whether in existence or to be made);
 - (c) "Minimum Records" means all records relating to the Subconsultant's operations, method statements, costs and expenses, subcontracts, claims relating to compensation events and financial arrangements and any document referred to therein or relating thereto and any similar records which the *Employer* may reasonably request;
 - (d) "Prohibited Act" means:
 - (i) offering or agreeing to give to any servant, employee, officer or agent of the *Employer* or the *Consultant* any grant, gift or consideration of any kind as an inducement or reward for doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of the Appointment or any other contract with the *Employer* or the *Consultant* or for showing or not showing favour or disfavour to any person in relation to the Appointment or any other contract with the *Employer* or the *Consultant*;



- (ii) entering into the Appointment or any other contract with the *Employer* or the *Consultant* in connection with which commission has been paid or has been agreed to be paid by the Subconsultant or on his behalf or to his knowledge unless, before the relevant contract or document is entered into, particulars of any such commission and the terms and conditions of any such contract or document for the payment thereof have been disclosed in writing to the *Employer* or the *Consultant*;
 - (iii) committing any offence under the Prevention of Corruption Acts 1889-1916, under any law or legislation creating offences in respect of fraudulent acts, or at common law in respect of fraudulent acts in relation to the Appointment or any other contract with the *Employer* or the *Consultant*; or
 - (iv) defrauding or attempting to defraud the *Employer* or the *Consultant*;
 - (e) "TfL Group" means Transport for London ("TfL"), a statutory body set up by the Greater London Authority Act 1999 and all its subsidiaries and their subsidiaries (as defined in section 736 of the Companies Act 1985) from time to time together with Cross London Rail Links Limited (company number 04212657) and reference to any "member of the TfL Group" refers to TfL or any such subsidiary;
2. The Subconsultant warrants and undertakes to the *Employer* that;
- (f) he has exercised and will continue to exercise all the reasonable skill, care and diligence required by the Appointment in the performance of his duties to the *Consultant* under the Appointment; and
 - (g) he has complied with and will continue to comply with the terms of the Appointment.
- 3.
- 3.1 The Subconsultant warrants and undertakes to the *Employer* that to the extent the Subconsultant either is obliged to specify or approve products or materials for use or does so specify or approve, the Subconsultant does not specify or approve any products or materials which are generally known within the construction industry to be deleterious at the time of specification or approval in the particular circumstances in which they are to be used, or those identified as potentially hazardous in or not in conformity with:
- (a) the report entitled "Good Practice in the Selection of Construction Materials" (1997, by Tony Sheehan, Ove Arup & Partners, published by the British Council for Offices and the British Property Federation), or
 - (b) relevant International Standards, British Standards or European Standards or Codes of Practice and general good building and engineering practice, or
 - (c) any publications of the Building Research Establishment related to the specification of products or materials.
- 3.2 If in the performance of his duties under the Appointment, the Subconsultant becomes aware that he or any person has specified, approved or used any such products or materials, the Subconsultant immediately notifies the *Employer* in writing.



This clause does not create any additional duty for the Subconsultant to inspect or check the work of others which is not required by the Appointment.

4. The Subconsultant further warrants and undertakes to the *Employer* that:
 - (a) subject to clause 2(a), the *design works* will on Completion satisfy all performance or output specifications and other requirements contained or referred to in the Appointment;
 - (b) he has exercised and will continue to exercise all reasonable skill, care and diligence in the selection of goods and materials for the *design works* in so far as such goods and materials have been or will be selected by or on behalf of the Subconsultant;
 - (c) the *design works* are integrated with the designs of the *Employer*, the *Consultant* and others
 - (d) the *design works* will on Completion comply with the Statutory Requirements, all applicable law
 - (e) he shall not commit a Prohibited Act
 - (f) the *design works* will be carried out and completed timeously in accordance with the time constraints set out in the Appointment.

5. The Subconsultant warrants and undertakes to the *Employer* that he has maintained and will continue to maintain all insurances required to be maintained pursuant to the terms of the Appointment and that he has professional indemnity insurance [REDACTED] in respect of each and every claim which may be made against the Subconsultant in relation to the *design works*. The Subconsultant shall maintain such professional indemnity insurance for a period of 12 years from Completion of the whole of the *services* provided that such insurance remains available at commercially reasonable rates and shall notify the *Employer* forthwith if such insurance ceases to be so available. When deciding whether such insurances are available at commercially reasonable rates, no account shall be taken of any increase in the premium or imposition of terms which arise as a result of the Subconsultant's insurance claims record.

6. As and when reasonably requested by the *Employer*, the Subconsultant shall produce for inspection documentary evidence that the insurances referred to in Clause 5 are being properly maintained and that payment has been made of the last premiums due in respect of such insurances.

7. To the extent that the intellectual property rights in any and all Documents have not already vested in the *Employer* or the *Consultant*, the Subconsultant grants to the *Employer* an irrevocable, non-exclusive, non-terminable, royalty-free licence to copy and make full use of any and all Documents and all amendments and additions to them and any works, designs or inventions of the Subconsultant incorporated or referred to in them for all purposes relating to the *services* including without limitation the construction, use, maintenance, repair, alteration, modification, enhancement and demolition of the Works provided always that the Subconsultant shall not be liable for the consequences of any use of the Documents as aforesaid for any other purpose. Such licence shall carry the right to grant sub-licences and shall be freely transferable to third parties without the prior consent of the Subconsultant.



8. The Subconsultant agrees:
 - (a) on request at any time to give the *Employer* or any persons authorised by the *Employer* access to the material referred to in Clause 7 and at the *Employer's* expense to provide copies of any such material; and
 - (b) at the Subconsultant's expense to provide the *Employer* with a set of all such material on Completion of the *design works*.
9. If called upon to do so by the *Employer*, the Subconsultant shall provide the *Employer* with such information relating to the *design works* as the *Employer* may reasonably require including without limitation copies of and extracts from Documents prepared or provided by the Subconsultant for the purposes of the *services* provided that neither the provision of such information nor any inspection of the *services* by the *Employer* or its agents nor the approval by the *Employer* or its agents of any material shall limit or discharge, or be deemed to limit or discharge the obligations of the Subconsultant under the Appointment or relieve the Subconsultant from any liability which he has in relation to the *design works*.
10. The Subconsultant warrants and undertakes to the *Employer* that he shall maintain and retain the Minimum Records for a minimum of twelve (12) years from Completion of the *services* with respect to all matters for which the Subconsultant is responsible under the Appointment. The Subconsultant further warrants and undertakes to the *Employer* that the Appointment contains open-book audit rights in favour of the *Employer* and its authorised representatives and that he shall undertake his obligations and exercise his rights under the Appointment on an open-book basis. The *Employer* and his authorised representatives may from time to time audit on an open-book basis and check and take copies of and extracts from any document or record of the Subconsultant including, without limitation the Minimum Records. The Subconsultant further warrants that it shall promptly provide all reasonable co-operation in relation to any audit or checking including, without limitation, granting access to premises, equipment, systems and senior personnel and making documents available. Without prejudice to the foregoing, the Subconsultant acknowledges and agrees that the *Employer* may audit and check any and all records as are necessary in order to monitor compliance with the Subconsultant's obligations under the Appointment with respect to Prohibited Acts at any time during performance of the Appointment and during the 12 years thereafter.
11. The Subconsultant shall provide such assistance to the *Employer* as it may reasonably require in connection with the *design works*.
12. In the event that the Contract or the employment of the *Consultant* thereunder is determined for any reason whatsoever including but not limited to the insolvency or winding-up of the *Consultant* (voluntary or otherwise), the Subconsultant shall without allowing any break or intermission to occur in the performance of his duties:
 - (a) continue to observe and carry out his obligations under the Appointment and this Deed;
 - (b) if so required by notice in writing from the *Employer* treat the *Employer* as client under the Appointment to the exclusion of the *Consultant* whereupon all



- rights and obligations of the *Consultant* under the Appointment shall thereafter be exercisable and performed by the *Employer*, and
- (c) accept and enter into any deeds or other documents as are required to put into legal effect any further novation of the Appointment reasonably required by the *Employer*.
- 13.1 The Subconsultant warrants and undertakes to the *Employer* that he will promptly inform the *Employer* of any default by the *Consultant* under the Appointment and that he will not, without first giving the *Employer* at least 21 days' notice in writing, exercise any right he may have to terminate the Appointment or to treat the same as having been repudiated by the *Consultant* or to suspend performance of his obligations under the Appointment.
- 13.2 The Subconsultant's right to terminate the Appointment or to treat it as having been repudiated or to suspend performance of his obligations thereunder shall cease if within the period of the aforesaid notice and subject to Clause 14 hereof the *Employer* shall have given notice in writing to the Subconsultant requiring the Subconsultant to accept the instructions of the *Employer* or its appointee to the exclusion of the *Consultant* in respect of the carrying out and Completion of the *design works* upon the terms of the Appointment.
14. The provisions of Clauses 12 and 13 hereof are conditional upon any notice given by the *Employer* pursuant thereto stating that the *Employer* or its appointee accepts liability for payment of the last unpaid invoice submitted by the Subconsultant. Upon the issue of any such notice by the *Employer*, the Appointment shall continue in full force and effect as if no right of termination on the part of the Subconsultant had arisen and the Subconsultant shall be liable to the *Employer* or its appointee under the Appointment in lieu of its liability to the *Consultant*. If any notice given by the *Employer* under Clauses 12 or 13 requires the Subconsultant to accept the instructions of the *Employer's* appointee, the *Employer* shall be liable to the Subconsultant as guarantor for the payment of all sums from time to time due to the Subconsultant from the *Employer's* appointee. For the avoidance of doubt neither the *Employer* nor his appointee shall be liable for any work carried out prior to the date of the *Employer's* notice.
15. The *Consultant* has agreed to be a party to this Deed for the purposes of acknowledging that the Subconsultant shall not be in breach of the Appointment by complying with the obligations imposed on the Subconsultant by Clauses 12 or 13.
16. This Deed may be assigned by the *Employer* to any member of the TfL Group without limitation and otherwise to any other person on two occasions without the consent of the Subconsultant being required and the Subconsultant shall do all such acts, deeds and things as may be reasonably necessary to give effect to any such assignment. No further assignment shall be permitted without the consent of the Subconsultant.
17. The Subconsultant shall not be entitled to contend that any person to whom this Deed is assigned in accordance with Clause 16 is precluded from recovering under this Deed any loss incurred by such assignee resulting from any breach of this Deed



(whenever happening) by reason that such person is an assignee and not a named promisee under this Deed.

18. The liability of the Subconsultant under this Deed shall cease 12 years following Completion of the whole of the *services*.
- 19.1 The Subconsultant shall owe no greater obligations to the *Employer* than he owes to the *Consultant* under the Appointment as if, in lieu of this Deed, the *Employer* had been a party to the Appointment as joint employer, provided that the Subconsultant shall not be entitled to set-off or deduct from any sums payable to the *Employer* under this Deed any sums due or claimed as due by the Subconsultant from the *Consultant*.
- 19.2 The Subconsultant shall be entitled in any action or proceedings by the *Employer* to rely on any limitation in the Appointment and to raise the equivalent rights in defence of liability as he would have against the *Consultant* thereunder (but excluding set-offs and counterclaims) as if, in lieu of this Deed, the *Employer* had been a party to the Appointment as joint employer.
20. The rights and benefits conferred upon the *Employer* by this Deed are in addition to any other rights and remedies the *Employer* may have against the Subconsultant including without limitation any remedies in negligence.
21. The *Consultant* agrees that he will not take any steps which would prevent or hinder the *Employer* from exercising his rights under this Deed and confirms that the rights of the *Employer* in Clauses 12 and 13 override any obligations of the Subconsultant to the *Consultant* under the Appointment.
22. Any notice to be given hereunder shall be deemed to be duly given if it is in writing and delivered by hand at or sent by registered post to the registered office or principal place of business in the United Kingdom for the time being of the party to be served and in the case of any such notice sent by registered post shall be deemed to have been received 48 hours after being posted.
23. The Subconsultant hereby covenants that if required by the *Employer* it will enter into further deeds of warranty with all and each of such persons who shall acquire or agree to acquire an interest in the whole or any part of the *design works*. Each such deed of warranty shall be in the same form *mutatis mutandis* as this Deed or in such substantially similar form as may reasonably be required by the *Employer*.
- 24.1 Without limitation to Clause 2 above, the Subconsultant hereby warrants to the *Employer* that:
 - (a) except as provided under deeds of warranty required pursuant to the Appointment, it shall not, without the prior written approval of the *Employer*, at any time for any reason disclose to any person or publish or make any statement concerning the Appointment, this Deed or the Works (as defined in the Contract);
 - (b) he shall treat all information obtained under, arising from or in connection with the Appointment, this Deed and the Works as confidential, and that other than