

1.0 FORM OF AGREEMENT

SCHEDULE 7B - Call-Off Contract Form of Agreement

THIS AGREEMENT is made the 30 day of August 2016

BETWEEN:

- (1) **Transport for London** whose registered office is at Windsor House, 42-50 Victoria St, London, SW1H 0TL ("the *Employer*" which expression shall include its successors in title and assigns); and
- (2) **40SEVEN Ltd** whose registered office is at Cross Green Way, Leeds, LS9 0SE ("the *Consultant*").

WHEREAS:

- (A) This Agreement is made pursuant to a framework agreement between the Parties relating to the provision of professional services for Multidisciplinary dated 9th May 2016 ("the Framework Agreement").
- (B) The *Employer* wishes to have provided Utility Surveys split into 3 packages (A, B and C) ("the *services*")
- (C) The *Employer* has accepted a tender by the *Consultant* for the design of 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 1 to 20 inclusive of the Framework Agreement;
 - Tender clarifications
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
 - 5.1.4. Forth : Any other documents included in the contract

1. Notwithstanding the manner of execution of this Agreement it is agreed that:
 - 1.1. 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
 - 1.2. 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.

5641
The common seal of
Transport for London
was affixed to this Deed
in the presence of:

Authorised signatory

**EXECUTED AND DELIVERED AS
A DEED by**

THE CONSULTANT
acting by:

Signature

Print name ...

Date ... 16/08/16

2.0 Contract Particulars

CALL OFF CONTRACT DATA

Part One - Data provided by the *Employer*

**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 A (Services) and Secondary Option X10 each as may be amended or supplemented by all as attached to the Transport for London Professional Services Framework Agreement.
- The *Employer* is
Name: **Transport For London (TfL)**
Address: **Windsor House, 42-50 Victoria St, London, SW1H 0TL**
- The *Employer's Agent* is
Name: [REDACTED]
Address: **Transport for London, Floor 8R2, Palestra, 197 Blackfriars Road, SE1 8NJ**
- The authority of the *Employer's Agent* is
To make all decisions related to this Call Off Contract as set out in option X10
- The *services* are
Utility Surveys
- The Scope is in
Attachment 2 – Employer's Requirement (Services)
- 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 (two) 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
N/A

2. The Parties' main responsibilities

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

access to

access date

All three sites

22/08/16

3 Time

- The *starting date* is (to be confirmed at contract award).
- The *Consultant* submits revised programmes at intervals no longer than **4 (four) weeks**.

4 Quality

- The quality policy statement and quality plan are provided within **2 (two) weeks** of the Contract Date.
- The *defects date* is **52 (fifty two) weeks** after Completion of the whole of the *services*.

5 Payment

- The *assessment interval* is **4 (four) weeks**
- The *currency of this contract* is **pounds Sterling (£)**
- The *interest rate* is **2 (two) % 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 <i>services</i> similar to the <i>services</i> in connection with works of a similar size, scope and complexity to the Works (professional indemnity insurance)	£1,000,000 for each and every claim and in the aggregate per annum	12 years