

SCHEDULE 7A

Call-Off Contract Number: TP & IM Task 48 Oxford Street transport study

OUTLINE AGREEMENT 4600004458

THIS AGREEMENT is made the 12th day of September 2016

BETWEEN:

- (1) **Transport for London** whose registered office is at Windsor House, 42 – 50 Victoria Street, London, SW1H 0TL (“the *Employer*” which expression shall include its successors in title and assigns); and
- (2) **Steer Davies Gleave** whose registered office is at 28-32 Upper Group, London, SE1 9PD (“the *Consultant*”).

WHEREAS:

- (A) This Agreement is made pursuant to a framework agreement between the Parties relating to the provision of professional services dated 24th November 2014 (“the *Framework Agreement*”).
- (B) The *Employer* wishes to have provided PSFW 91306 TP & IM Task 48 Oxford Street transport study (“the *services*”) at Windsor House.
- (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;
 - 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 7A inclusive of the Framework Agreement;
- Proposal

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 [Redacted] Commercial Manager

Date: 12/19/16

Signed by)
 for and on behalf of)
 The *Consultant*)
 Signature Print name and position

[Redacted Signature and Name Area]

9/8/16

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 A and Secondary Options X10 X18 each as may be amended or supplemented by the LUL Requirements the LUL Nominee BCV/SSL Requirements all as attached to the Transport for London Professional Services Framework Agreement).

- The *Employer* is

Name . Transport for London

Address Windsor House, 42-50 Victoria Street, London SW1H 0TL

- The *Employer's Agent* is

Name [REDACTED]

Address Windsor House, 42-50 Victoria Street, London SW1H 0TL.

- The authority of the *Employer's Agent* is as set out in Option X10

The *services and scope* are included for the provision of Consultancy Services in the form of PSFW 91306 TP & IM Task 48 Oxford Street transport study

- 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
N/A
- 2 The Parties' main responsibilities
- The *Employer* provides access to the following persons, places and things
access to access date
N/A
- 3 Time
- The *starting date* is **1st September 2016**
 - The *Consultant* submits revised programmes at intervals no longer than those instructed by the *Employer's Agent*.
- 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 **52 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 <i>services</i> similar to the <i>services</i> in connection with works of a similar	£2,000,000 or as stated below for each and every claim and in the aggregate per annum	12 years

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 <i>Consultant</i>) or loss of or damage to property resulting from an action or failure to take action by the <i>Consultant</i>	<p>£5,000,000.00 or as stated below</p> <p>.....</p> <p>.....</p> <p>in respect of each claim, without limit to the number of claims [with financial loss extension cover]</p>	12 years
Liability for death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with this contract.	<p>£5,000,000.00 or as stated below</p> <p>.....</p> <p>.....</p> <p>in respect of each claim, without limit to the number of claims</p>	12 years

- The *Consultant's* total liability to the *Employer* for all matters arising under or in connection with this contract, other than the excluded matters shall be limited to Three times the contract value.

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 31st March 2016

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

- The *Consultant* is to submit a first programme for acceptance as required by the *Employer's Agent*.

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
condition to be met *key date*

If the *Employer* states any expenses

- The *expenses* stated by the *Employer* are, no expenses will be paid in respect of the services provided under this call off contract.

If Option C or E is used

- The *Consultant* prepares forecasts of the total Time Charge at intervals no longer than that specified by the *Employer's Agent*.
- The *exchange rates* are not used, all payments are to be made in the *currency of this contract*

CALL OFF CONTRACT DATA PART TWO

Data 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.

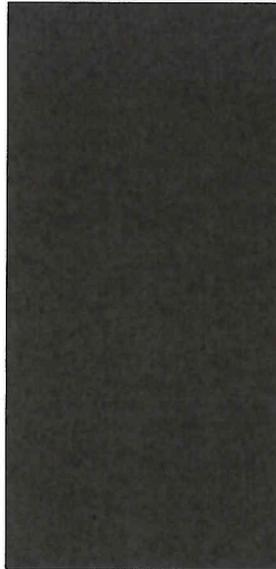
• **The Consultant is**

Name: Steer Davies Gleave

Address: 28-32 Upper Group, London, SE1 9PD

• **The key persons are**

Rate



Optional statements

• **The following matters will be included in the Risk Register**

N/A

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 31st March 2016**

If a programme is to be identified in the Contract Data

• **The Consultant is to submit a first programme for acceptance as required by the Employer's Agent**

If the Consultant requires additional access

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

access to

access date

N/A

If Option A or C is used

• **The tendered total of the Price is £220,000.00**

TfL will not reimburse any additional costs for time, input, resource or other without prior written consent from TfL's employing manager.

