Schedule 7A
TfL 91312 - PSFW 91312 - Health & Safety and Environmental Services Task 16

THIS AGREEMENT is made the 4th day of October 2016

BETWEEN:
(1) GLA ("the Employer" which expression shall include its successors in title and assigns); and
(2) Temple Group Ltd, whose registered office is at [redacted] ("the *Consultant*").

WHEREAS:

(A) This Agreement is made pursuant to a framework agreement between the Parties relating to the provision of professional services ("the Framework Agreement").

(B) The *Employer* wishes to appoint a specialist cost consultant to provide advice with regard to the Site Specific Development Plans for the East+ Industrial Development Project

(C) The *Employer* has accepted a tender by the *Consultant* for the delivery of the *services* in accordance with the Scope and 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 7A inclusive of the Framework Agreement;
- Proposal

[redacted]

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 defense 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*

[redacted]

Signed by
for and on behalf of
The *Consultant*

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 (1) Grater London Authority, [redacted]

- The *Employer's Agent* is

[redacted]

- The authority of the *Employer's Agent* is

. as set out in Option X10 . . . . . .

. . . . . .

- The *services* are

As set out in Attachment 1 .

- The Scope is

As set out in Attachment 1.

- The *language of this contract* is **English**

[redacted]

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

2 The Parties' main responsibilities

access to	*access date*
N/A	N/A

3 Time

- The *starting date* is 30/09/2016 .
- The *Consultant* 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 *services* or earlier termination**
Liability of the *Consultant* for claims made against him arising out of his failure to use the degree of	**£1m or as stated below** . . . . . for each and	12 years .

reasonable skill, care and diligence normally used by competent professionals experienced in providing services similar to the *services* in connection with works of a similar size, scope and complexity to the Works (professional indemnity insurance)	every claim and in the aggregate per annum	
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*	**£5,000,000** . . . . . in respect of each claim, without limit to the number of claims [with financial loss extension cover]	12 years .
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.	**£5,000,000** . . . . . in respect of each claim, without limit to the number of claims	12 years .

- The *Employer* provides the following insurances
  N/A.

[redacted]

[redacted]

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 18 November 2016

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

As per the Consultants submission.
Any changes will be mutually agreed.

If the *Employer* states any *expenses*

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

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

[redacted]

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* [redacted]
  . . . . . .

- The *key persons* are
  (1) As per Attachment 1
  . . . . . .

- The *staff rates* are
  (1) As per Attachment 1

- The following matters will be included in the Risk Register
  N/A. . . . . .

Optional statements

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

- The *completion date* for the whole of the *services* is as stated above .
  . . . . . .

If a programme is to be identified in the Contract Data

- The programme identified in the Contract Data is . . . . . .
  . . . . . .

If the *Consultant* states any expenses

- The *expenses* stated by the *Consultant* are
  N/A

If the *Consultant* requires additional access

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

- The tendered total of the Prices is [redacted] . . . . . .

[redacted]