

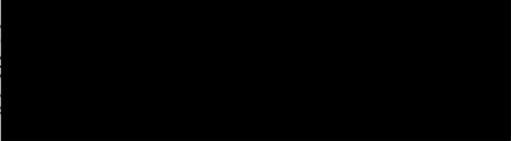
OFFICIAL: COMMERCIAL

ORDER

ORDER NO: SER/0 0674
2017

DATE OF ORDER: 28 February

(to be quoted on all documents relating to this Order)

<p>FROM: (Client)</p> <p>Water Services Regulation Authority Centre City Tower 7 Hill Street Birmingham B5 4UA</p> <p>Client 's representative: Mandy Taylor</p> <p>Telephone No: 0121 644 Email Address: Mandy.taylor@ofwat.gsi.gov.uk</p>	<p>TO: (Service Provider)</p> <p>Norton Rose Fulbright LLP 3 More London Riverside London SE1 2AQ</p> <p>Service Provider's representative: </p> <p></p>
<p>SERVICES TO BE RENDERED AT</p> <p>N/A</p>	<p>INVOICE ADDRESS</p> <p>Finance Team Water Services Regulation Authority Centre City Tower 7 Hill Street Birmingham B5 4UA</p> <p>Tel: 0121 644 7500</p>
<p>Any Contract arising from this Order shall be governed by our conditions of contract relating to the provision of Legal Services; the Client's Specification dated 23 December 2016 and Clarification paper dated 9 January 2017; the Service Provider's Proposal dated 18 January 2017; and any enhancements and provisions expressly listed herein.</p>	
<p>Description of Services: Call off Agreement to Support Legal Advice in relation to Thames Tideway Tunnel (PROC.01.0529)</p> <p>The scope of work is expert legal advisory services to the Client's legal and policy teams in relation to the TTT project. The Solicitor will be required to take the lead on various commercial and contractual issues that may arise. We therefore require lawyers with commercial, contractual and regulatory expertise in particular in relation to the delivery of a large construction project.</p> <p>In order to achieve the overall objectives, the Client expects that the following tasks may be required to be undertaken:</p> <p>(i) advising on the exercise of Ofwat's regulatory functions under the Project Licence (including on the implementation of the revenue provisions set out in Appendix 1 to the</p>	

Call off Agreement to Support Legal Advice in relation to Thames Tideway Tunnel (PROC.01.0529) (BC701)

Project Licence);

- (ii) advising on the exercise of various roles allocated to Ofwat under the Liaison Agreement (including approving certain variations to either Tideway's or Thames Water's scope of works);
- (iii) advising on proposed changes to statutory notices (including the Specification Notice);
- (iv) advising on the implementation of the incentives on all the parties, including Thames Water, to deliver their obligations to ensure the successful delivery of the Project as a whole;
- (v) reviewing papers submitted to quarterly liaison meetings involving key stakeholders;
- (vi) the interpretation of a suite of contractual documents governing the project and advising on any proposed changes to those documents;
- (vii) advising on issues coming out of regular joint risk meetings between stakeholders;
- (viii) reviewing papers for, and attending, the TTT Committee;
- (ix) assisting in responding to external communications received by Ofwat from stakeholders who oppose the TTT (including Freedom of Information requests);
- (x) defending any judicial reviews which may be brought against Ofwat at any point by people who oppose the TTT project;
- (xi) advising on issues raised by the Independent Technical Assessor (ITA); and
- (xii) advising on applications by Tideway for a waiver of its procurement obligations under the SIP Regulations.

The Service Provider will actively engage with the Client on added value free services such as training, library and resources and legal updates and alerts. More details are available in the Service Provider's Proposal.

Term:

The Contract will commence on 28 February 2017 and will expire on 31 March 2018, unless extended or terminated in accordance with this Contract.

The Contract governs the overall relationship of the Parties with respect to the provision of Services.

It is not an exclusive arrangement for the provision of Services and the Client reserves the right to invite competing bids and/or place orders elsewhere for other, the same or complementing services during the Contract Period.

The Client is entitled (but not required) at any time during the Contract Period to call-off Services from the Solicitor in accordance with the arrangements set out with the Contract. The Solicitor shall not provide (and shall not be entitled to charge for) any Services until such Services are ordered by the Client in accordance with such procedure.

Charges:

The Client's spend under this Order is restricted to maximum of **£72,000 ("the Cap")**, which is inclusive of expenses but exclusive of VAT.

The table below provides the Charges rates per hour/day for each grade of Staff involved in the performance of the Services.

Grade of Personnel	Hourly Rate £	*Daily Rate £
Partner	£380	£3040
Senior Associate	£355	£2840
Associate	£345	£2760
Junior Associate	£270	£2160
Trainee	£100	£800

*Based on a 8 hour working day excluding lunch breaks

All Charges shall be fixed for the Term.

In the event that the expenditure under this Contract equals or exceeds the thresholds as set out in the Service Provider's Proposal (excluding disbursements and VAT) the Service Provider will apply the rebates as set out in their Proposal. The rebates shall be applied to the total fees and not just the time costs in excess of the threshold. The Client shall choose how to apply such retrospective discounts e.g. as a refund, credit note or a deduction from the next invoice submitted by the Service Provider.

Any travel and accommodation required in connection with the provision of the services will be reimbursed at the Client's prevailing travel and subsistence rates attached at Appendix B (as may be amended from time to time. Any revised T&A rates will apply 15 days after the Service Provider is notified. Such travel and accommodation expenses will be reimbursed on acceptance of receipts and where appropriate a mileage log.

The hourly and daily Charge rates are all inclusive with the sole exceptions of:

- Disbursement for travel and subsistence expenses (see above);
- Bulk photocopying and any other disbursements which the Client's Representative has authorised in advance;
- Courier costs, where the Client's Representative has authorised in advance the use of a courier, on an 'at cost' basis (with evidence of such costs being presented with the appropriate Service Provider's invoice(s)); and
- Value Added Tax.

The Client will not pay for:

- Any items which it regards as part of the Service Provider's overheads (for example; routine non-bulk photocopying and reprographics, routine postage, charges for internet access, word-processing, secretarial and librarian time, cost of faxes, and telephone charges);
- Any disbursements not authorised in advance by the Client's Representative;
- Any mark-up on disbursements; and
- Travelling time unless the Client's Representative has authorised in advance the payment of travelling time.

Call off of Services:

Call off Agreement to Support Legal Advice in relation to Thames Tideway Tunnel (PROC.01.0529) (BC701)

This Order seeks to aggregate expenditure under a single order reference. Services hereunder may be engaged by members of the Client's staff contacting the Service Provider and quoting the order number (SER/0674). Instructions may be given by letter, by email, by telephone or face to face. On receipt of an instruction from the Client the Service Provider will complete a "Confirmation of Instructions" and will forward this to the Client.

The Confirmation of Instructions shall be in a form and manner to be agreed by the Client and the Service Provider (see the sample pro-forma set out in Appendix A to this Order). The Service Provider shall include in the Confirmation of Instructions at least the following information:

- Scope and deliverables;
- Timetable;
- The Service Provider's team, contact numbers and fee rates; and
- Capped Fee estimate.

The Confirmation of Instructions and this Order, together with the conditions of contract relating to the provision of Legal Services will form the contractual basis on which the Services will be provided in relation to each instruction.

Deliverables:

Due to the ad-hoc nature of the Services to be performed hereunder it is not possible to specify the Deliverables in this Order. Deliverables shall be as specified in the relevant Confirmation of Instructions.

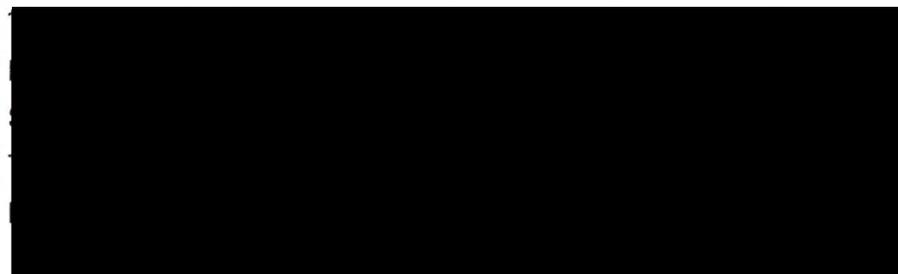
Invoice Procedure and Payment Profile:

Payment will be on acceptance of the Deliverables and/or Services. Invoices should be monthly in arrears of the acceptance or otherwise agreed with the Client Representative. Please note payment will always be in arrears and may be based on key milestones or Deliverables.

Quotation:

The agreed quotation for each Confirmation of Instructions will be the capped price payable by the Client for the Services under that Confirmation of Instructions and will only be exceeded by ~~agreement between the Parties. Such agreement will only be given by the Client where cost overruns have arisen as a result of the work involved being over and above that reasonably anticipated prior to the Client's approval to commence work under the relevant Confirmation of Instructions. Where the resource costs incurred by the Service Provider performing the Services falls below the quotation for each call-off, the Service Provider shall invoice the Client for the actual value of the Services according to the charging structure and hourly/daily charge rates described above.~~

Key Staff:



Client's Project Manager/ Representative:

The Client's Project Manager shall be:

Mandy Taylor
Telephone: 0121 644 7817
Email: mandy.taylor@ofwat.gsi.gov.uk

Service Provider's main contact:

The Service Provider's representative shall be:



Security Plan

Unless otherwise agreed, in accordance with Clause 41 of the conditions of contract relating to the provision of Legal Services, (10) Working Days after the commencement of the Contract, the Service Provider will prepare and deliver to the Customer for approval the full and final Security Plan which will be based on the draft Security Plan (reference BD-#27613603-v1).

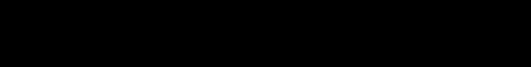
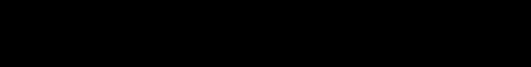
Signed for and on behalf of the Client

By: 

Name: *JENNIFER BUCK*
Title: *GENERAL COUNSEL*

Date: *24/3/17*

Signed for and on behalf of the Service Provider

By: 
Name: 
Title: 
Date: 

Confirmation of Instructions

Scope and Deliverables	
Timetable	
Norton Rose Fulbright Team, contact numbers and fee rates	
Fee Estimate	

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Norton Rose Fulbright LLP

.....

Date

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Accepted on behalf of

Water Services Regulation Authority

.....

Date

Travel and Accommodation rates

Receipts must be submitted with all claims and must be in accordance with these rates

Accommodation:

Paid on actual expenditure within the following prescribed ceilings:

London	£165
Elsewhere	£115
Private residence	£25

These rates cover a 24 hour period for accommodation only, inclusive of VAT, receipts must be submitted.

Mileage Rates:

25p per mile

Rail Travel:

The actual cost of public transport (normally rail) may be reimbursed. Economy Class (second class) rail tickets should be purchased.

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