



Department  
for Transport

LeighFisher Limited  
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15 July 2019

Dear [REDACTED]

**Procurement Reference PPRO 04/101/195 The Franchise Continuity Project – Lead Commercial Negotiator**

**THIS AGREEMENT** is made on the 15 July 2019

**BETWEEN:**

- (1) **Department for Transport;** and
- (2) **LeighFisher Limited, 1180 Eskdale Road, Winnersh, Wokingham, RG41 5TU**  
(“the *Supplier*”).

**WHEREAS:**

(A) The *Consultant* has been appointed to the Specialist Technical Advice for Rail (STAR) Framework and has entered into a framework agreement in relation to its appointment (the “Framework Agreement”).

(B) The *Employer* wishes to appoint the Consultant to provide certain services outlined in the Department’s Service Description issued on 16 May 2019 and subsequent clarifications. The contract will commence from 15 July 2019 and conclude on 31 March 2020.

(C) The Consultant has submitted a Proposal dated 23 May 2019 in response to the *Employer's Work Package Request Form* in accordance with terms of the Framework Agreement. The *Employer* has examined the Consultant's said tender and subject to the provisions of this contract is willing to engage the Consultant to carry out those services in accordance with this contract.

**NOW IT IS AGREED THAT:**

1. In this Agreement, unless the context otherwise requires, words and expressions have the same meanings as set out in the NEC 3 Professional Services Contract *Conditions of Contract*.
2. This contract shall mean this document and the following documents which are hereby incorporated into and shall comprise this contract:
  - (i) The NEC Conditions of Contract are the NEC Professional Services Contract (Third Edition April 2013 with amendments June 2006 and September 2011) together with and as amended by Dispute Resolution Option W2, and Secondary Option Clauses as specified in the Contract Data Part One, Y(UK)2 (with amendments dated September 2011);
  - (ii) The Contract Data Part One (amended – see attachment) including, the Option Z clauses set out in the Contract Data Part One;
  - (iii) The Contract Data Part Two;
  - (iv) The terms of the Framework Agreement insofar as they relate to the provision of services;
  - (v) Your resource and pricing schedule under your reference "6 : Price", dated 23 May 2019.
  - (vi) Your signed COI declarations dated 23 May 2019.
3. The *Supplier* shall provide the *scope* of services (as set out in the Contract Data Part 1) in accordance with this contract.

4. Given the sensitive nature of the Specialist Technical Advisory resource required for this project over this period, should the named resource(s) not be available the Supplier will:
- notify DfT in writing immediately using the Change Control Form
  - provide suitably qualified and experienced resources, who will work to an equivalent standard
  - the Supplier will cover all costs of hand-over to the new resources including:
    - o making them available for hand-over meetings with the named resources
    - o only charging DfT for the new resources once they are fully up to speed and productive
5. The *Supplier* reaffirms that, under Section 14 of the Framework Agreement, the *Supplier* acknowledges and agrees that it does not have an interest in any matter where there is or is reasonably likely to be a conflict of interest with the Services and that it shall not act for any person, organisation or company where there is or is reasonably likely to be a conflict of interest with the Services.
6. In consideration of the provision by the Supplier of the Services the *Employer* shall pay to the *Supplier* the amount due in accordance with this contract.
7. You must be in possession of a purchase order (PO), before commencing any work under this contract. You will be informed of the PO for this contract in due course. Prior to issuing an invoice to the below address, a Schedule 10 application for payment must be sent to and approved by the Contract Manager. Invoices submitted to the Department **must also quote the PO number** and must be submitted as directed in **the PO to:**

**Accounts Payable  
DfT Shared Service Avarto,  
5 Sandringham Park  
Swansea Vale  
Swansea SA7 0EA**

8. This contract supersedes and extinguishes any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature whatsoever in relation to this contract. No variation to this contract, after the date hereof, will be made except with the written consent of the Parties provided that this is without prejudice to the *Employer's* rights to issue instructions in accordance with this contract.

9. Please acknowledge receipt and acceptance of this letter by signing and returning a copy to me and contact [REDACTED] to discuss arrangements for the commencement of this work package.

IN WITNESS WHEREOF the Parties have entered into the Agreement on the date written above.

Signed by: [REDACTED]

Name: [REDACTED]

Position: **STAR Framework Contract Manager;**  
On behalf of the Secretary of for Transport (*Employer*)

and

Signed by: [REDACTED]

Name: [REDACTED]

Position: ..... *Director* .....

On behalf of **LeighFisher Limited** (*Supplier*)