

**RM3786 GENERAL LEGAL ADVICE SERVICES**  
**PANEL AGREEMENT SCHEDULE 4**  
**LEGAL ADVICE & SUPPORT FOR S278 AND S38 FOR BRENT CROSS**  
**ORDER FORM AND TERMS AND CONDITIONS**

**LEGAL ADVICE & SUPPORT FOR S278 AND S38 FOR BRENT CROSS**  
**ORDER FORM**

**SECTION A**

- (i) This Order Form dated 18 Jul 2017 is issued in accordance with the provisions of the Panel Agreement for the provision of general legal services.
- (ii) The Supplier agrees to supply the Ordered Panel Services specified below on and subject to the terms of this Legal Services Contract.
- (iii) For the avoidance of doubt this Legal Services Contract consists of the terms set out in this Order Form and the Terms and Conditions.
- (iv) By signing and returning this Order Form (which may be done by electronic means) the Supplier agrees to enter this Legal Services Contract with the Customer to provide the Ordered Panel Services in accordance with this Order Form and the Terms and Conditions.
- (v) The Parties hereby acknowledge and agree that they have read this Order Form and the Terms and Conditions and by signing below agree to be bound by this Legal Services Contract.
- (vi) In accordance with paragraph 7 of Panel Schedule 5 (Ordering Procedure), the Parties hereby acknowledge and agree that this Legal Services Contract shall be formed when the Customer acknowledges (which may be done by electronic means) the receipt of the signed copy of this Order Form (together with the Terms and Conditions) from the Supplier within two (2) Working Days from such receipt.

<b>1.1</b>	<b>RM3786 2017-01 543546</b>
<b>1.2</b>	Highways England Company Limited, Lateral, 8 City Walk, Leeds, LS11 9AT <b>("CUSTOMER")</b>
<b>1.3</b>	Gowling WLG (UK) LLP, 4 More London Riverside, London, SE1 2AU Company number OC304378 <b>("SUPPLIER")</b>

1.4	<b>Commencement Date:</b> 18 Jul 2017
1.5	<b>Term (delete either (a) or (b), as appropriate.</b> <b>(a) Expiry Date</b> Expiry date of Legal Services Contract Term 16 Mar 2018
1.6	<b>Signed for and on behalf of the Customer by an authorised representative:</b>
	Name and Title Redacted, Procurement Delivery Lead
	Signature
	Date 18 Jul 2017
1.7	<b>Signed for and on behalf of the Supplier by an authorised representative:</b>
	Name and Title Redacted
	Signature
	Date 27 Jul 2017

## SECTION B

### 1. PANEL SERVICES

<b>1.1</b>	<p><b>Panel Services:</b></p> <p>The panel services required are covered by the following topics from the supplier prospectus:</p> <ul style="list-style-type: none"><li>• Contracts</li><li>• Construction Law</li><li>• Public Procurement Law</li></ul> <p><b>1. Background</b></p> <p>Brent Cross is a planned new town centre development in Cricklewood costing around £4.5 billion and will include 7,500 new homes, 370,000 m2 of offices, four parks, transport improvements, new schools and an extension of Brent Cross Shopping Centre.</p> <p>Hammerson/Standard Life Investments (the Developer) have secured planning permission to carry out the redevelopment.</p> <p>As part of the development will involve the M1/A406 Junction improvement, and significant improvement works on adjoining TfL's network (A406/A41). Section 278 agreement (S278) and Section 38 (S38) need to be put in place between the Developer and HE before the works commence.</p> <p>Legal advice is required for the development and content of the S278 and S38 and on the current issue of whether we enter in to a joint S278 agreement with TfL or proceed with separate agreements.</p> <p><b>2. Outline</b></p> <p>In order to facilitate Brent Cross developments, HE will need to enter a contract (S278 Agreement) with the developer on this 3rd party project to allow improvement works on the strategic roads (M1/A406 Junction). Legal advice on the content of the S278 Agreement is necessary to ensure HE's interests are protected and risks minimised. There is insufficient in-house capacity (General Counsel) to undertake this work. As the work is developer funded, there is also an issue of how to charge time to the developer if work is done in house as General Counsel do not have the ability to record time. There is also a need to align HE's S278 Agreement with TfL's S278 Agreement (works straddles both the strategic roads and TfL's roads) and external legal support would be better placed to advise on how best to archive this as the proposed external provider also advises TfL.</p> <p>Existing S278 and S38 documents will need to be reviewed and consideration given to changes to Highways England policy, the effects and changes in legal, contractual and operational requirements and reviewing lessons learnt from the current contracts.</p> <p><b>3. Breakdown of Duties</b></p> <p>The main areas of work where legal advice and support are required:</p>
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	<ul style="list-style-type: none"> <li>▪ Review existing S278 and S38 documents and develop revised approaches where required.</li> <li>▪ Review of Contracts Rights of Third Parties provisions and advice on the form of warranties.</li> <li>▪ Taking instructions on any mark ups, a monthly meeting with the Developer and a few hours work post the meeting.</li> <li>▪ Liaise and work with Procurement Services Team, other Highways England staff and external advisers in reviewing the existing documentation.</li> <li>▪ Providing advice on the commercial and contractual implications of the S278 and S38 agreements.</li> <li>▪ Providing advice and support in reviewing lessons learnt.</li> <li>▪ Identify and provide advice on all issues that will need resolution to enable the drafting and S278 and S38 agreements.</li> <li>▪ Meeting with TfL to understand the division and overlaps and how inspections etc will work in practice.</li> <li>▪ Dial into progress meetings via telephone conferences as appropriate</li> <li>▪ Transfer of knowledge to both Highways England staff and/or other consultants during and on completion of this Task Order.</li> <li>▪ Provide monthly financial information to allow accurate forecasting.</li> <li>▪ Early warning to be given if the forecast budget is likely to be exceeded.</li> <li>▪ Monthly submission of invoices.</li> </ul> <p>A call-off will be performed through the appropriate legal framework. Further value will be secured through the management of inputs and outputs, including re-use of advice where appropriate.</p> <p><b>4. Key Deliverables</b></p> <p>Agreed, accepted and signed-off S278 and S38 agreements.</p> <p><b>5. Project Timescales</b></p> <ul style="list-style-type: none"> <li>▪ w/c 26th June: meet and discuss S278.</li> <li>▪ July - August: agree and fully sign off and agreed S278 and S38 agreements.</li> </ul> <p><b>6. Financial Forecasting</b></p> <p>Produce each Friday and send to the Project Sponsor</p> <ul style="list-style-type: none"> <li>▪ details of hours consumed to date,</li> <li>▪ costs billed to date,</li> <li>▪ amount to be billed and estimate of work in progress (WIP)</li> <li>▪ budget remaining that is not committed</li> </ul> <p><b>7. Budget</b></p> <p>The budget available for this work is £42,000 inclusive of VAT.</p> <p><b>Free consultation period:</b></p> <p>The 2 hours of free consultation work/legal advice provided by the supplier relates to the above described activities. Should a variation to the scope or duration of the task be issued using clause 4, a further 2 hour period of free consultation/legal advice will be provided.</p>
1.2	<p><b>Management and review of the Services</b></p> <p>The supplier will review the supply of the services, per clause 3.2, at intervals of 1 month.</p>

<b>1.3</b>	<b>Place of performance</b> Supplier's London office
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## 2. CHARGES

<b>2.1a</b>	<p><b>Hourly Rates used AND Daily Rates used AND Monthly Rates used</b></p> <p>Partner Hourly: £ Redacted  Partner Daily: £ Redacted  Partner Monthly: £ Redacted</p> <p>Senior Solicitor Hourly: £ Redacted  Senior Solicitor Daily: £ Redacted  Senior Solicitor Monthly: £ Redacted</p> <p>Solicitor Hourly: £ Redacted  Solicitor Daily: £ Redacted  Solicitor Monthly: £ Redacted</p> <p>Junior Solicitor Hourly: £ Redacted  Junior Solicitor Daily: £ Redacted  Junior Solicitor Monthly: £ Redacted</p> <p>Trainee/Paralegal Hourly: £ Redacted  Trainee/Paralegal Daily: £ Redacted  Trainee/Paralegal Monthly: £ Redacted</p>
<b>2.1b</b>	<ul style="list-style-type: none"> <li>• Where any Supplier Personnel have completed eight (8) hours of work on any given day, the daily rate will apply irrespective of how many further hours of work are completed on that day.</li> <li>• Where any Supplier Personnel have completed twenty (20) days of work in any given Month, the monthly rate will apply irrespective of how many further hours of work are completed in that Month.</li> </ul>
<b>2.2</b>	<p><b>Estimate of Charges</b> not used</p>
<b>2.3</b>	<p><b>Fixed Price</b> not used</p>

2.4	<p><b>Capped Price used</b></p> <p>The capped price for the task is £42,000 inclusive of VAT.</p> <p>Should further work be required that exceeds this value this will be agreed as a variation using clause 4.</p>
2.5	<p><b>Other Costs</b></p> <p><b>Reimbursable Expenses</b></p> <p><b>Payable [<del>Not payable</del>]</b></p> <p>Any travel that will incur costs should be agreed with the Customer in advance. Travel and subsistence costs should be incurred in-line with the Customer's internal policy and rates for travel and subsistence. Costs incurred that do not abide by the policy or rates will not be reimbursed.</p> <p><b>Disbursements</b></p> <p><b>Payable [<del>Not payable</del>]</b></p> <p>Disbursements shall only be payable where the Customer has authorised that the Disbursements may be incurred in advance.</p> <p><b>Additional training</b></p> <p>Not used</p> <p><b>Secondment Charge</b></p> <p>Not used</p>

### 3. MISCELLANEOUS

3.1	<p><b>CUSTOMER REPRESENTATIVE</b></p> <p>Redacted</p> <p>Redacted @highwaysengland.co.uk</p> <p>Highways England, Bridge House, 1 Walnut Tree Close, Guildford, Surrey GU1 4LZ</p>
3.2	<p><b>SUPPLIER REPRESENTATIVE</b></p> <p>Redacted, Partner</p> <p>Redacted</p> <p>4 More London Riverside, London, SE1 2AU</p>
3.3	<p><b>KEY PERSONNEL</b></p> <p>Redacted</p> <p><b>KEY ROLES</b></p> <p>Lead Advisor; Redacted</p>
3.4	<p><b>NOTICES</b></p> <p>Contact details for the Customer are provided under point 3.1</p> <p>Contact details for the Supplier are provided under 3.2</p>

<b>3.5</b>	<b>Customer billing address</b> Highways England FBS Payments 8 <sup>th</sup> Floor The Cube 199 Wharfside Street, Birmingham, B1 1RN
<b>3.6</b>	<b>SUPPLIER BANK DETAILS</b> Redacted
<b>3.7</b>	<b>Customer's purchase order number</b> To be confirmed following issue of the award letter. Due to internal fraud-protection procedures the supplier cannot be set up on the payment system until an award letter has been issued.
<b>3.8</b>	<b>Approved sub-contractors</b> INTELLIGENT OFFICE (for the purposes of administrative support such as scanning and photocopying. Intelligent Office is not a "Key Sub-contractor" as defined in Schedule 1 of the call-off terms)
<b>3.9</b>	<b>BCDR</b> No specific actions are required for business continuity and disaster recovery.
<b>3.10</b>	<b>Exit Management:</b> Not applied
<b>3.11</b>	<b>Transparency Reports</b> Not used.  The supplier shall instead complete the customer's collaborative performance framework toolkit at completion of the contract. A copy of the toolkit has been supplied with the order form.
<b>3.12</b>	<b>Call Off Guarantee (Clause 10 of the Legal Service Contract):</b> Not required

#### 4. VARIATIONS TO THE TERMS AND CONDITIONS

<b>4.1</b>	<b>Liability cap</b> The Supplier's liability is capped at the value of the S278 agreement, estimated at £17m to £18m.
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<b>4.2</b>	<p><b>Conflicts of Interest</b></p> <p>As soon as possible and at any time during the life of this contract, the Supplier is to advise the Customer if they also represent the developer (Hammerson/Standard Life Investments) or otherwise have a relationship with the developer which may represent a conflict of interest.</p> <p>In addition the Supplier is to advise the Customer of any other potential conflicts of interest they identify during the contract.</p> <p>Should any potential conflict of interest materialise, the Supplier shall advise the Customer of the measures they will be putting in place to mitigate the potential conflict.</p>
<b>4.3</b>	<p><b>Confidentiality</b></p> <p>The supplier should employ their standard policies for maintaining confidentiality of client information.</p>
<b>4.5</b>	<p><b>Intellectual Property Rights</b></p> <p>The default terms under Clause 8 shall be used.</p>
<b>4.6</b>	<p>No variation of the terms beyond redaction of optional statements has occurred.</p>

**SECTION C**

Not used