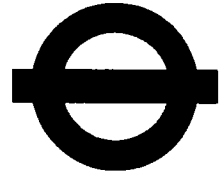


Schedule 7B
FORM OF AGREEMENT – Short Form



THIS AGREEMENT is made the 1st day of April 2015
CONTRACT NUMBER / SAP PO NUMBER: Tfl91306 – PPMCS Task 9

BETWEEN:

Transport for London ("the Employer" which expression shall include its successors in title and assigns); and **Gardiner and Theobald LLP**, 10 South Crescent, London, WC1E 7BD (OC307124) ("the Consultant")

WHEREAS:

This Agreement is made pursuant to a framework agreement between the Parties relating to the provision of **Project & Programme Management and Commercial Services** dated 24th November 2014 ("the Framework Agreement"). The Employer wishes to have provided Consultancy Services as contained in **Table 3**. The Employer has accepted a proposal (**Table 4**) by the Consultant for the Services in accordance with the Short Form Conditions of Contract.

NOW IT IS AGREED THAT:

Terms and expressions defined in (or definitions referred to in) the short form conditions of contract have the same meanings herein. The Consultant Provides the Services in accordance with the Short Form Conditions of Contract, Tables and Schedules. The Employer pays the Consultant the amount due in accordance with the short form conditions of contract. The documents forming the contract are:

This Form of Agreement duly executed by the Parties;
Short Form Conditions of Contract;
Table 3, Table 4 and Table 5;
The Schedules.

Where there is any discrepancy or conflict within or between the documents forming the contract the order of priority shall be as follows:

First	:	This Form of Agreement;
Second	:	Table 5;
Third	:	Table 3;
Fourth	:	The Schedules;
Fifth	:	Short Form Conditions of Contract;
Sixth	:	Table 4.

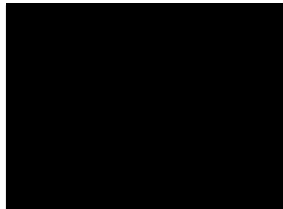
1. Notwithstanding the manner of execution of this Agreement it is agreed that:

1.1 the limitation period within which any claim may be brought by the Employer for breach of this Agreement by the Consultant is 6 years from the date of breach; and

- 1.2 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.

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

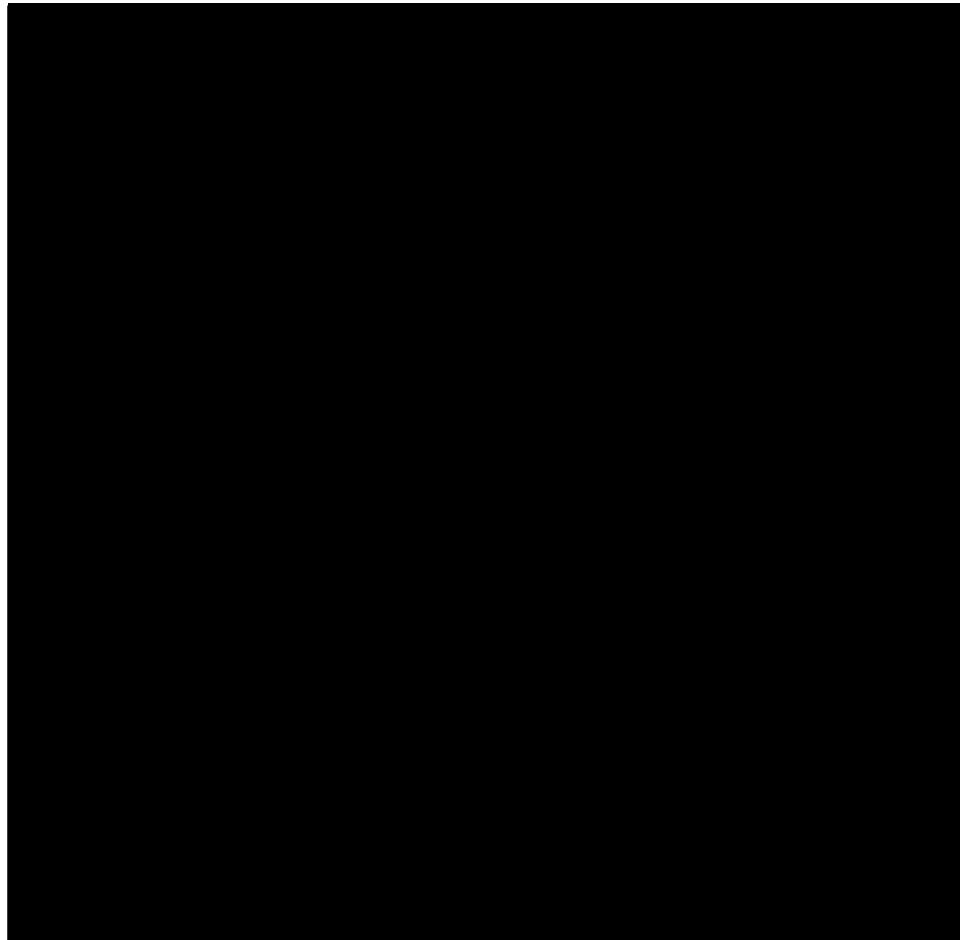


SHAHEN LODHI, COMMERCIAL MANAGER

Print name and position

Date: 1st April 2015

Signed by
for and on behalf of
The Consultant
by four members



10 SOUTH CRESCENT
LONDON WC1E 7BD

Table 3, Employer's Requirement:



Adobe Acrobat
Document

Table 4, Contractors Proposal:



Adobe Acrobat
Document

Table 5, Contract Particulars:

Contract Number / PO number: TfL91306 – PPMCS Task 9
The Contract Commencement Date is: 3 March 2015 The Service Commencement Date is: 3 March 2015 The Term is: Six (6) months ending 2nd September 2015
In accordance with Clause 7.1 of the Short Form Conditions of Contract, the Employer's Contract Manager is: Simon Adams, Head of Strategic & Business Planning, [REDACTED]
In accordance with Clause 7.1 of the Short Form Conditions of Contract, the Employer's Procurement Manager is: Shaheen Lodhi, Commercial Manager [REDACTED]
In accordance with Clause 8.5 of the short form Conditions of Contract, the Consultant's Key Persons are: Work Package 1: Julian Downes, Expert Consultant [REDACTED] Work Package 3: Rob Knight, Director [REDACTED]
Notice period in accordance with Clause 25.4 of the Short Form Conditions of Contract (termination without cause): 1 Week
Special Conditions of Contract: SC1: The Employer hereby acknowledges and agrees with the Consultant that the Consultant relies upon and intends to rely upon the information, designs, specifications, plans, design drawings and instructions provided to it by the Employer and any other person in connection with the project. SC2: The Consultant shall have no liability or responsibility for the design of the project, the fitness for the purpose thereof, the specification or choice of materials used in the construction thereof, or the inspection, acceptance and approvals given or made in relation thereto.
Payment Period: (see Clauses 5.1 and 5.4 of Short Form Conditions of Contract) Clause 5.1 The payment period shall be 4-weekly Clause 5.4 Payment must be made within 30 days of receipt of invoices.

* the period cannot exceed 30 days

Address where invoices shall be sent: Accounts Payable, PO Box 4527, London, SE10 1AJ

Other: N/A