

DATED Wednesday 4 June **2025**

OXFORDSHIRE COUNTY COUNCIL

- and -

WSP UK Limited

**CONTRACT
FOR THE PROVISION OF
CONSULTANCY SERVICES
IN RELATION TO
OXRAIL 2040: PLAN FOR RAIL STRATEGY**

A Bradley
Director of Law & Governance and Monitoring Officer
Oxfordshire County Council
County Hall
New Road
Oxford OX1 1ND
LS Solicitor Ref:
LS10.10 Consultancy Contract

CONTRACT FORM

THIS CONTRACT is made the 4th day of June 2025

BETWEEN:

- (1) **Oxfordshire County Council** of County Hall, New Road, Oxford OX1 1ND (the “**Council**”); and
- (2) **WSP UK Limited** (company number 01383511) whose registered office is at/of WSP House, 70 Chancery Lane, London, WC2a 1AF (the “**Consultant**”).

WHEREAS:

- (A) The Council wishes to appoint the Consultant to provide consultancy services in relation to OxRail 2040: Plan for Rail strategy Specialist consultancy support including GVA analysis and Demand Modelling and support on aligning service developments with infrastructure requirements. Assistance with engagement and public consultation. Graphic design service.in accordance with this Contract.
- (B) The Consultant agrees to provide the Services to the Council in accordance with this Contract.

IT IS AGREED that this Contract comprises this Contract Form and the following documents attached to it:

The Particulars

The Conditions of Contract

The Schedules

- Schedule 1 Specification
- Schedule 2 Finance
- Schedule 3 Monitoring/Review
- Schedule 4 Information Governance

In the event and to the extent of any conflict or inconsistency between the Particulars, the Conditions of Contract, the Schedules and any Annexes, the following order of priority between them shall apply to the extent that it is necessary to resolve the conflict or inconsistency:

- the Particulars incorporating any special terms shall prevail over the Conditions of Contract, the Schedules and the Annexes; and

- the Conditions of Contract shall prevail over the Schedules and the Annexes.

AS WITNESS the hands of the parties have been set the day and year first before written.

For and on behalf of the Council:

SIGNED by Peter I Brunskill

Signature 
Peter I Brunskill (Jun 4, 2025 12:45 GMT+1)

Position Rail Development Lead

For and on behalf of the Council:

SIGNED by R D Rogers

Signature 
R D Rogers (Jun 4, 2025 17:11 GMT+1)

Position Director of Economy and Place

For and on behalf of the Consultant:

SIGNED by Bryan James)

Signature 
DocuSigned by:
A2172950B9934A5...

Position Commercial Director)- Rail

(and duly authorised signatory)

PARTICULARS

1. Commencement Date is the date of this Contract
2. Contract Period is 8 months from and including the Commencement Date.
3. The Council’s option to extend in Condition 3 applies and the Contract Period may be extended for up to 6 months in aggregate and the notice period is 1 month.
4. The Council’s right to break the Contract in Condition 17 applies and the notice period is 30 days instead of 1 day.
5. Contract Price is set out in the Finance Schedule
6. Council’s Contact is Bryan Evans
7. Consultant’s Representative is Maria Cliff
8. Insurance Requirements include the following:

Type of Insurance	Required (Yes/No)	Level (£) (minimum) on an each and every claim basis
Professional Indemnity insurance (Condition 9.1.3)	Yes	£5,000,000

9. The Council’s email address for notices is bryan.evans@oxfordshire.gov.uk .
10. The Consultant’s email address for notices is Maria.Cliff@WSP.com.
11. The Council’s postal address for notices shall be as set out at Condition 22.1:
12. The names and/or job titles of persons to whom disputes should be referred under Condition 27 are:

For the Council: Director of Environment and Highways

For the Consultant: Group Director CEAS
13. The number of days for the purposes of Condition 18.2.9 shall be 30 days in any consecutive period.
14. Special Conditions – The following special apply.

A Additional Conditions

SC1. Return of Background Information

SC1.1 Without prejudice to Condition 19.2 and any other provisions of this Contract, any background documents provided by the Council to the Consultant will remain the property of the Council. Such documents may only be used in the provision of the Services and shall (except with the prior written consent of the Council), be returned by the Consultant to the Council on completion of the Services, or upon termination of this Contract.

SC2. Limitation of Liability

SC2.1 The Consultant's liability under the Contract for uninsurable losses shall be capped at £1,000,000.00 (one million pounds). The total liability of the Consultant to all parties under or in connection with this Contract, whether in contract, tort (including negligence) for breach of statutory duty including any indemnity or otherwise shall not exceed £5,000,000 (five million pounds)] in the aggregate. Provided that nothing in this contract shall limit or exclude liability for death or personal injury caused by negligence, fraudulent misrepresentation or anything else which cannot be excluded or limited by law.

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CONDITIONS OF CONTRACT

1. Definitions and Construction

1.1. In these conditions, except where the context otherwise requires, the following expressions shall have the following meanings:

“Associated Company” means any holding company from time to time of the Consultant and any subsidiary from time to time of the Consultant, or any subsidiary of any such holding company (“holding company” and “subsidiary company” having the same meanings as in section 1159 of the Companies Act 2006);

“Conditions” means these conditions;

“Contract” means this contract incorporating the Contract Form, the Particulars, the Conditions, the Schedules and Annexes to them (if any);

“Council Data” means:

- a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which:
 - (i) are supplied to the Consultant by or on behalf of the Council; or
 - (ii) the Consultant is required to generate, process, store or transmit pursuant to this Contract;

“Council’s Contact” means the person specified in the Particulars and any such other person as may be appointed by the Council and notified in writing to the Consultant to act generally or for specified purposes or periods;

“Consultant’s Representative” means the person specified in the Particulars and any such other person as may be appointed by the Consultant and notified in writing to the Council to act generally or for specified purposes or periods;

“Default” means any breach of the obligations of the Consultant under the Contract or any default, act, omission or negligence of the Consultant or Staff in connection with or in relation to the subject matter of the Contract;

“EIRs” means the Environmental Information Regulations 2004;

“Enactments” means directives, statutes, regulations, orders, judgments of relevant courts of law, instruments, national and governmental codes of practice and best practice guidelines or other similar instruments as the same may be amended, replaced, or re-enacted by any subsequent directive, statute, regulation, order,

judgment, instrument, code or guidelines and references to any statute shall also include any secondary legislation made under it and references in the Contract to a specific Enactment shall be construed on this basis;

“Finance Schedule” means the finance schedule set out in Schedule 2;

“FOIA” means the Freedom of Information Act 2000;

“Good Industry Practice” means all standards, practices, methods and procedures conforming to all Enactments and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from of a skilled and experienced person or body engaged in a similar type of undertaking under the same or similar circumstances and conditions;

“Intellectual Property Rights” means patents, inventions, trade marks, service marks, logos, design rights (whether registrable or otherwise), applications for any of the foregoing, copyright, semi-conductor topography rights, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registrable or not in any country (including the United Kingdom) and the right to sue for passing off;

“Prohibited Act” means the following acts:

(a) offering (directly or indirectly), promising or giving any person working for or engaged by the Council a financial or other advantage to: (i) induce that person to perform improperly a relevant function or activity; or (ii) reward that person for improper performance of a relevant function or activity;

(b) requesting (directly or indirectly), agreeing to receive or accepting any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity;

(c) committing any offence: (i) under the Bribery Act 2010; (ii) under any Enactment creating offences concerning fraudulent acts; (iii) at common law concerning fraudulent acts relating to this Contract or any other contract with the Council; or

(d) defrauding, attempting to defraud or conspiring to defraud the Council;

“Services” means the services to be provided as specified in the specification set out in Schedule 1

“Staff” means all persons, whether paid or unpaid, engaged by the Consultant, where relevant, to perform the Contract or used in the performance of the Contract including the Consultant’s employees, agents and Sub-Contractors;

“Sub-Contractor” means a third party at any stage of remoteness from the Council in a subcontracting chain appointed for the purpose of performing (or contributing to the performance of) the whole or any part of this Contract;

“Working Day” means Monday to Friday inclusive other than bank holidays and any other public holidays.

- 1.2. The definitions given in the Particulars apply.
- 1.3. Words denoting an obligation on a party to do any act, matter or thing include an obligation to procure that it is done and words placing a party under a restriction include an obligation not to cause permit or allow infringement of this restriction.
- 1.4. The headings and titles in the Contract are for ease of reference only and shall not be taken into account in its construction or interpretation.
- 1.5. The expression “person” used in this Contract shall include any individual, partnership, local authority, or incorporated or unincorporated body.
- 1.6. The expression “including” means including without limitation or prejudice to the generality of any preceding description, defining term, phrase or word(s) and “include” shall be construed accordingly.
- 1.7. The Contract constitutes the entire understanding between the Consultant and the Council in relation to the subject matter of the Contract and supersedes all prior contracts, undertakings, representations and negotiations whether oral or written except that nothing in this condition shall exclude or restrict liability for fraudulent or fundamental misrepresentations.

2. Appointment of Consultant/Provision of Services

- 2.1. This Contract shall take effect on the Commencement Date and shall continue in force for the Contract Period unless terminated earlier in accordance with the Conditions
- 2.2. The Consultant will provide the Services for the Contract Period and will otherwise perform its obligations under the Contract in accordance with the terms of this Contract.
- 2.3. The Consultant will provide the Services and perform its obligations under the Contract with all due skill, care and diligence in accordance with Good Industry Practice and any further standards specified in the Schedules.

3. Extension of Contract Period

Unless otherwise specified in the Particulars, the Council may extend the Contract Period on the same terms (including, for the avoidance of doubt, at the same Contract Price) by written notice to the Consultant provided always that unless otherwise agreed with the Consultant or specified in the Particulars, no less than one (1) month's prior notice will be given on each occasion. The maximum period for which the Contract may be extended is specified in the Particulars.

4. Payment

4.1. In consideration of the performance of the Consultant's obligations under the Contract, the Council shall pay the Contract Price. For the avoidance of doubt, no sums shall be payable by the Council in respect of any period during which the Services are not provided.

4.2. The Contract Price shall be the full and exclusive remuneration of the Consultant in respect of the supply of the Services. Unless otherwise specified in the Finance Schedule, the Contract Price shall be deemed to include every cost and expense of the Consultant directly or indirectly incurred in connection with the performance of the Services.

4.3. Unless otherwise set out in the Particulars or the Finance Schedule the Contract Price is exclusive of value added tax ("**VAT**") where VAT is applicable. The Council shall pay to the Consultant any VAT chargeable on the Contract Price subject to the provision to the Council of a proper VAT invoice.

4.4. Where the Consultant submits an invoice to the Council in accordance with this Condition 4 and the Finance Schedule, the Council will consider and verify that invoice in a timely fashion.

4.5. Unless a shorter period is agreed in Schedule 2, the Council shall pay the Consultant any sums due under such an invoice (or part thereof) no later than a period of 28 days from the date on which the Council has determined that the invoice (or part thereof) is valid and undisputed.

4.6. Where the Council fails to comply with Condition 4.4 and there is an undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purposes of Condition 4.5 after a reasonable time has passed.

4.7. Unless otherwise agreed in Schedule 2, invoices shall be submitted monthly in arrears for Services provided.

4.8. Where an invoice is disputed, the parties shall seek to resolve the dispute promptly and, if necessary, the matter shall be dealt with in accordance with Condition 27. The Council shall be under no obligation to pay the disputed charge until the dispute has been resolved. For the

avoidance of doubt, where an invoice is disputed in part, the Council shall pay such part of the invoice which is not in dispute in accordance with Condition 4.5.

- 4.9. Each invoice shall:
 - a) be submitted to the address of the Council specified in Schedule 2 (or if none is specified to the address set out in the Contract Form);
 - b) contain a detailed breakdown of Services supplied;
 - c) be supported by any information required by the Council to substantiate such invoice; and
 - d) comply with any other provisions in Schedule 2 in respect of invoices.
- 4.10. Without prejudice to any other right or remedy of the Council, the Council may, acting reasonably, reduce payment in respect of any Services which the Consultant has failed to provide or has provided inadequately.
- 4.11. Without prejudice to any other right or remedy of the Council, where any sum of money is recoverable from or payable by the Consultant or any Associated Company under the Contract or any other contract between the Consultant or an Associated Company and the Council (including in all instances any sum which the Consultant or an Associated Company is liable to pay in respect of a breach of contract), the Council may deduct that sum from monies payable by the Council to the Consultant under the Contract.
- 4.12. In the event of termination or expiry of this Contract, the Consultant shall repay to the Council any part of the Contract Price which it has been paid in respect of Services not provided by the Consultant at the date of termination or expiry.

5. Records, Monitoring and Review

- 5.1. Subject to Condition 5.2 below, the Consultant shall maintain comprehensive and accurate records of work carried out in the provision of the Services and shall retain such records and Council Data for a minimum of six (6) years from the date of termination or expiry of the Contract or such longer period as may be required under any Enactment or such other period as specified by the Council.
- 5.2. If and when required by the Council any Personal Data held under or in connection with the Contract must be securely destroyed and/or permanently deleted.
- 5.3. The Consultant shall provide the Council with access to all Council Data and records relating to the Services upon request.
- 5.4. The Consultant shall provide and supply to the Council at no cost to the Council such other information or access to such information (including the Consultant's policies and procedures) as the Council may reasonably request as to the provision of the Services and the

performance of the Consultant's obligations under the Contract and render the Council all reasonable assistance in connection with their monitoring and review.

5.5. Reviews shall be carried out in accordance with the provisions of Schedule 3.

6. Changes to Services and Variation to Contract

6.1. Insofar as is lawful, the Council may at any time give reasonable written notice requesting changes to the Services for any reason.

6.2. No change to the Services or the Contract Price shall have effect unless agreed between the parties and recorded in writing and signed on behalf of the Council and the Consultant.

7. Confidentiality

The Consultant shall not, and shall ensure that Staff shall not use or disclose any Council Data and other confidential material provided by the Council pursuant to the Contract otherwise than for the performance of the Contract save as may be agreed by the Council or required by law.

For the avoidance of doubt, confidential information shall not include (a) any information obtained from a third party who is free to divulge such information; (b) any information which is already in the public domain otherwise than as a breach of this Contract; or (c) any information which was rightfully in the possession of a party prior to the disclosure by the other party and lawfully acquired from sources other than the other party.

8. Intellectual Property Rights

8.1. The Consultant warrants and represents that neither the performance of the Contract nor the provision or use of the Services will in any way constitute an infringement or other violation of any Intellectual Property Rights of any third party.

8.2. Before utilising any material in relation to the performance of the Contract which is or may be subject to any third party Intellectual Property Rights, the Consultant shall procure the necessary licences to enable the Council to use such material at all times for the Council's purposes at no cost to the Council.

8.3. All Intellectual Property Rights in any specifications, instructions, plans, drawings, patents, patterns, models, designs, reports or other material:

8.3.1. furnished to or made available to the Consultant by the Council shall remain the property of the Council;

8.3.2. prepared by or for the Consultant for use, or intended for use, in relation to the performance of the Contract shall belong to the Council and the Consultant shall not, and shall procure that Employees shall not (except when necessary for the implementation of the Contract) without prior approval of the Council, use or disclose any such Intellectual Property Rights. The Consultant shall, at its cost and expense, do all such further acts and things and execute or procure the execution of all such documents as the Council may reasonably require, for the purpose of transferring any such Intellectual Property Rights to the Council.

9. Insurance

9.1. Without prejudice to Condition 10, the Consultant shall at all times maintain insurance cover with a reputable company as follows:

9.1.1. public liability insurance in the sum of a minimum of £5,000,000 (five million pounds) for each and every claim;

9.1.2. employers liability insurance in the sum of £5,000,000 (five million pounds) for each and every claim; and

9.1.3. professional indemnity insurance in the sum specified in the Particulars which insurance shall be maintained for no less than 12 years where the Contract is executed as a deed and otherwise for no less than 6 years after the end of the Contract Period,

and shall ensure that all Sub-Contractors at all times maintain proportionate levels of insurance cover with a reputable company

9.2. The Consultant shall supply to the Council's Representative annually and at any other time within 14 days of request a copy of all insurance policies, cover notes, premium receipts or such other documents as may satisfy the Council that such insurance is in place.

9.3. The Consultant shall immediately notify the Council if any claim or demand is made or action brought against the Consultant for infringement or alleged infringement of any Intellectual Property Rights in connection with the performance of the Contract.

10. Indemnity – General and Employment

10.1. The Consultant shall indemnify and keep indemnified the Council from and against any and all claims, demands, proceedings, actions, damages, costs, expenses, loss and liability arising from a Default, save to the extent that it arises from any default or negligence of the Council or its employees provided always, for the avoidance of doubt, that this does not extend to any loss of profits suffered by the Council. For the

avoidance of doubt, this clause 10.1 shall not extend to any loss of profits or indirect losses of the Council.

10.2. The Contract constitutes a contract for the provision of services and not a contract of employment and accordingly the Consultant shall be fully responsible for and shall indemnify the Council for and in respect of:

10.2.1. any income tax, national insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the Consultant or its Staff, where such recovery is not prohibited by law. The Consultant shall further indemnify the Council against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by the Council in connection with or in consequence of any such liability, deduction, contribution, assessment or claim other than where the latter arise out of the Council's negligence or wilful default;

10.2.2. any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Consultant or any substitute of the Consultant against the Council arising out of or in connection with the provision of the Services.

10.3. The Council at its option may satisfy such indemnity (in whole or in part) by way of deduction from any payments due to the Consultant.

11. Relationship of Consultant and Council/Status of Consultant

11.1. Nothing in this Contract shall be construed as creating a legal partnership or contract of employment or a relationship of principal and agent between the Council and the Consultant and the Consultant shall not at any time or in any circumstances take any action so as to bind (or purport to bind) the Council and nor shall the Consultant hold itself out as having authority to bind the Council and shall ensure that Staff do not hold themselves out likewise.

AND (where the Consultant is an individual)

11.2. During the Contract Period the Consultant shall be an independent contractor and not an employee, worker, agent or partner of the Council and shall not hold himself out as such.

11.3. For the avoidance of doubt the Consultant shall not be subject to directions from the Council as to the manner in which he performs his work.

12. Statutory Obligations

The Consultant shall, in the provision of the Services and the performance of its obligations under the Contract, comply with all Enactments.

13. Council Data and Security Requirements

- 13.1 The Consultant acknowledges that the Council Data is the property of the Council and the Council hereby reserves all Intellectual Property Rights which may subsist in the Council Data.
- 13.2 The Consultant shall not delete or remove any proprietary notices contained within or relating to the Council Data.
- 13.3 The Consultant shall not store, copy, disclose, or use the Council Data except as necessary for the performance by the Consultant of its obligations under this Contract or as otherwise expressly authorised in writing by the Council.
- 13.4 To the extent that Council Data is held and/or processed by the Consultant, the Consultant shall supply that Council Data to the Council or any provider acting on the Council's behalf to deliver services similar to the Services as requested by the Council. The Consultant shall take all actions necessary to ensure that it can legally comply with this obligation.
- 13.5 The Consultant shall take responsibility for preserving the integrity of Council Data and preventing the corruption or loss of Council Data.
- 13.6 The Consultant shall ensure that any system or media on which the Consultant holds any Council Data, including back-up data, is a secure system that complies with the Council's written instructions.
- 13.7 All Council Data shall be stored in a useable format to ensure that the Consultant can comply with Condition 19.2.1.
- 13.8 If the Council Data is corrupted, lost or sufficiently degraded as a result of the Consultant's default so as to be unusable, the Council may:
 - a. require the Consultant (at the Consultant's cost and expense) to restore or procure the restoration of the Council Data and the Consultant shall do so as soon as practicable but not later than five Working Days from the corruption, loss or degradation; and/or;
 - b. itself restore or procure the restoration of the Council Data and shall be repaid by the Consultant any reasonable costs and expenses incurred in doing so.
- 13.9 If at any time the Consultant suspects or has reason to believe that the Council Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then the Consultant shall notify the Council immediately and take such remedial action as the Council

shall reasonably require or as may be necessary to preserve, safeguard or restore the Council Data and keep the Council informed of all remedial action taken.

- 13.10 The Consultant shall comply with all relevant Council policies where the Consultant has access (remote or otherwise) to any systems or equipment of the Council.
- 13.11 Where the Consultant access the Council's ICT Systems, it must comply with all instructions and guidance issued by the Council from time to time relating to the Consultant's access and use (remote or otherwise) of the Council's ICT systems and ensure all Staff are made aware of this obligation. The Consultant must ensure that it has a comprehensive training system in place for all Staff, including induction procedures and regular awareness sessions related to information sharing protocols.
- 13.12 Where the Consultant accesses the Public Services Network in connection with the Services, the Consultant shall comply with the standards set out in the Public Services Network Code of Connection and shall provide to the Council such information as the Council may reasonably require to satisfy itself that the Consultant is complying with the obligations referred to in Condition 13.11. For the avoidance of doubt the Public Services Network Code of Connection referred to in this Condition 13.12 shall mean all such policies as amended or substituted by government.
- 13.13 The Consultant shall permit the Council, or its nominated agent, to access the Consultant's premises to test its data security measures and its compliance with this Condition 13.

14. Freedom of Information

- 14.1. The Consultant shall co-operate with the Council and supply to it all information properly required in connection with any request received by the Council under the FOIA or the EIRs and shall supply all such information and documentation at no cost to the Council within 7 days of a request from the Council.
- 14.2. The Consultant acknowledges that the Council may be required under the FOIA and the EIRs to disclose information without consulting or obtaining consent from the Consultant. The Council shall take reasonable steps to notify the Consultant of a request for information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this Contract) the Council shall be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the FOIA or the EIRs.

14.3. The Council may publish this Contract in its entirety to the general public (but with any information which is exempt from disclosure under the FOIA and/or the EIRs redacted).

15. Equal Opportunities

15.1. The Consultant shall not in relation to the employment of persons for the purposes of providing the Services or in relation to the provision of the Services to any person unlawfully discriminate within the meaning of any Enactment relating to discrimination or equality whether in relation to race, gender, religion or belief, disability, age, sexual orientation or otherwise and shall where reasonably requested by the Council assess and monitor its policies and practices as to their impact on the promotion of equality and report on this to the Council.

15.2. The Consultant shall in relation to the employment of persons for the purposes of providing the Services or in relation to the provision of the Services comply with the duties imposed by the Equality Act 2010 and will assist the Council in meeting its duties under the Equality Act 2010.

16. Assignment and Sub-Contracting/Substitution

16.1. The Consultant shall not assign the benefit or advantage of the Contract in whole or in part.

16.2. The Consultant shall not sub-contract the provision of the Services to any person to whom any of the mandatory exclusion criteria set out at Regulation 57 of the Public Contracts Regulations 2015 apply.

16.3. Without prejudice to Condition 16.2, the Consultant shall not sub-contract the provision of the Services to any person without the prior written consent of the Council's Representative and should such consent be given it shall not relieve the Consultant from any liability or obligation under the Contract and the Consultant shall be responsible for the acts, omissions, defaults or neglect of any Sub-Contractor and its agents or employees in all respects as if they were the acts, omissions, defaults or neglect of the Consultant.

16.4. Where the Council gives consent to the Consultant sub-contracting the Services (or any part of the Services) under Condition 16.2, such consent shall be limited to the matters within the scope of that permission and the Consultant shall not proceed unless it has satisfied any matters required by the Council as a condition of grant of its consent.

16.5. Where the Consultant enters into a Sub-Contract, the Consultant shall include in that Sub-Contract:

- 16.5.1. provisions having the same effect as Conditions 4.4 to 4.6 of this Contract; and
 - 16.5.2. a provision requiring the counterparty to that Sub-Contract to include in any Sub-Contract which it awards provisions having the same effect as Conditions 4.4 to 4.6 and this Condition 16.5 of this Contract.
- 16.6. In Condition 16.5 “Sub-Contract” means a contract between two or more suppliers, at any stage of remoteness from the Council in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Contract.

AND (where the Consultant is an individual)

- 16.7. The Consultant may, with the prior written consent of the Council, appoint a suitably qualified and skilled substitute to perform the Services on his behalf. If the Council accepts the substitute the Consultant shall be responsible for the remuneration of the substitute and for ensuring that such substitute complies with the terms of the Contract.

17. Break

The Council may terminate the Contract in whole or in part at any time by giving not less than one day’s written notice to the Consultant unless otherwise specified in the Particulars. For the avoidance of doubt, no compensation by way of damages or otherwise (howsoever arising) shall be payable to the Consultant in such circumstances.

18. Termination

- 18.1. The Council may terminate the Contract by notice in writing, such notice to have effect from the date specified in it, and recover from the Consultant the amount of any loss resulting from such termination if the Consultant or any of its Staff (in all cases whether or not acting with the Consultant’s knowledge):

18.1.1. commit a Prohibited Act, or

18.1.2. give any financial or other advantage to any person working for or engaged by the Council.

18.2. If the Consultant:

18.2.1. commits a material Default and the Consultant has not remedied the Default to the satisfaction of the Council within 20 days or such other shorter or longer period which may be

- specified by the Council after issue of a written notice specifying the Default and requesting it to be remedied; or
- 18.2.2. commits a material Default which is not capable of remedy; or
 - 18.2.3. commits a Default on a persistent or repeated basis whether in respect of the same or different obligations of the Consultant under the Contract and whether or not rectified; or
 - 18.2.4. is an individual or a firm and a petition is presented for the Consultant's bankruptcy or a criminal bankruptcy order is made against the Consultant or any partner in the firm, or the Consultant or any partner in the firm makes any composition or arrangement with or for the benefit of creditors, or makes any conveyance or assignment for the benefit of creditors, or an administrator is appointed to manage the Consultant's affairs; or
 - 18.2.5. is incorporated, and passes a resolution for its winding up or dissolution (otherwise than for the purposes of and followed by an amalgamation or reconstruction) or an application is made for, or any meeting of its directors or members resolves to make an application for an administration order in relation to the Consultant or any person gives or files notice of intention to appoint an administrator or such an administrator is appointed, or the court makes a winding-up order, or the Consultant makes a composition or arrangement with its creditors, or an administrator, administrative receiver, receiver, manager or supervisor is appointed by a creditor or by the court, or possession is taken of any of its property under the terms of a fixed or floating charge; or
 - 18.2.6. is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or
 - 18.2.7. ceases to carry on its business or disposes of all its assets or ceases to carry on a substantial part of its business or disposes of a substantial part of its assets which in the reasonable opinion of the Council would materially affect the delivery of the Services; or
 - 18.2.8. undergoes a change of control and for this purpose where the Consultant is a company, there is a change of control if the majority of shares carrying a right to vote in the Consultant or its holding company are acquired by a person who is not at the date of the Contract a major shareholder ("holding company" having the same meaning as in section 1159 of the Companies Act 2006) save that if there is a change of control which is only a change from one subsidiary company to another ("subsidiary company" having the same meaning as

in section 1159 of the Companies Act 2006) then that shall be deemed not to be a change of control for the purposes of this Condition,

- 18.2.9. in the case of an individual, is incapacitated (including by reason of illness or accident) from providing the Services for the number of days set out in the Particulars; or
- 18.2.10. is subject to any event or proceedings in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Conditions 18.2.4 to 18.2.8; or
- 18.2.11. is convicted (or any member of Staff is convicted) of a serious criminal offence related to the business or professional conduct; or
- 18.2.12. commits (or any member of Staff commits) an act of grave misconduct in the course of the business; or
- 18.2.13. has provided any information as part of its tender including that given in the questionnaire or information given to the Council at any time prior to the Council entering into a binding contract with the Consultant shall prove to be materially untrue or incorrect; or
- 18.2.14. has a contract for services which are similar to the Services and that contract has been terminated by the Council due to the Consultant's default,

then in any such circumstances the Council may, without prejudice to any other rights or remedies of the Council terminate the Contract in whole or in part (whereupon a corresponding reduction in the Contract Price shall be made) by notice in writing, such notice to have effect from the date specified in it.

18.3. Where the Contract is terminated in whole or in part by the Council under this Condition 18:

- 18.3.1. the Council shall be entitled to recover from the Consultant the amount of any loss resulting from the termination including, but not limited to, the cost of arranging alternative provision of the Services and any additional expenditure incurred by the Council throughout the remainder of the Contract Period in excess of that which would have been paid to the Consultant (such additional expenditure calculated on the basis that there had been no early termination of the Contract); and
- 18.3.2. the Council shall cease to be under any obligation to make any payment relating to the terminated services until the costs, loss and/or damage resulting from or arising out of the termination of

the Contract shall have been calculated and the Council shall then be entitled to deduct from any sum or sums due from the Council to the Consultant under the Contract the amount of such costs, loss and/or damage.

18.4. The Council shall be entitled to suspend the provision of the Services and carry out itself, or engage a third party to carry out, the Services or any of them on a temporary basis (without terminating the Contract) where the Consultant is in Default and the Consultant shall be liable for any costs incurred by the Council in this regard.

18.5. If the Council commits a material breach of the Contract which:

18.5.1. the Council has not remedied to the satisfaction of the Consultant within 20 days or such longer period which may be specified by the Consultant after issue of a written notice specifying the material breach and requesting it to be remedied; or

18.5.2. is not capable of remedy,

then in any such circumstances the Consultant may, without prejudice to any other rights or remedies of the Consultant terminate the Contract by notice in writing, such notice to have effect from the date specified in it.

18.6. If any of the circumstances allowing the Council to terminate the Contract pursuant to Conditions 18.2.4 to 18.2.14 inclusive arise the Consultant must promptly notify and provide all related information reasonably required by the Council to the Council.

19. Effect of Expiry or Termination

19.1. The expiry or termination of this Contract for whatever reason shall not affect any provisions of the Conditions capable of surviving or operating in the event of termination of the Contract (including without limitation Conditions 5.1, 5.4, 9.1.3, 9.3, 18.3, 18.6 and 19) and termination of this Contract shall be without prejudice to the rights and remedies of one party against the other party.

19.2. On expiry or termination of the Contract howsoever arising, the Consultant shall, unless the Council requests destruction of the Council Data, make arrangements with the Council to forthwith deliver to the Council, at no additional cost:

19.2.1. all Council Data. Where the Council Data is delivered to the Council it shall be delivered in such usable format as the Council may reasonably specify, or in the case of IT data, in Common Data Interchange Format (CIF) unless otherwise specified by the Council;

19.2.2. all the property issued or made available to the Consultant by the Council (including, but not limited to, materials, clothing, equipment, vehicles, documents, information, access keys) in its possession or under its control or in the possession or under the control of any Staff.

Where the Council requests destruction of the materials, the Consultant shall securely destroy and permanently delete the materials forthwith and shall provide a certificate signed by an authorised signatory confirming that such materials have been destroyed.

20. Conflict of Interest

20.1. The Consultant shall use its reasonable endeavours to avoid being engaged in any activity where there is, or is likely to be, an actual or reasonably perceivable conflict with the interests, aims or objectives of the Council further to this Contract.

20.2. The Consultant shall as soon as practicably possible disclose to the Council any such potential conflict and shall comply with any reasonable measures required by the Council to mitigate such conflict.

20.3. The Council agrees that this shall not restrict the Consultant from being involved in other activities and holding other interests.

21. Publicity and Advertising

The Consultant shall not without prior consultation with the Council seek any publicity or, without prior notification, make any announcement to the press or respond to press enquiries relating to the Services and shall, where reasonably practicable, agree joint press releases with the Council.

22. Service of Notices

22.1. Any demand or notice required to be given hereunder shall be sufficiently served if:

22.1.1. served personally on the addressee;

22.1.2. sent by prepaid first class recorded delivery post to the registered office or last known address of the Consultant where notice is required to the Consultant and, unless otherwise set out in the Particulars or notified by the Council in accordance with this Condition 22.1, to the name of the Council's Contact, County Hall, Oxford OX1 1ND where notice is required to the Council; or

22.1.3. subject to Condition 22.2, emailed to the address of the relevant party set out in the Particulars or such other address as the party

may from time to time notify to the other party in accordance with this Condition 22.1.

22.2. Demands or notices served by email shall only be valid if the demand or notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in Condition 22.1.1 or 22.1.2 within two Working Days.

22.3. Any demand or notice served in accordance with:

22.3.1. Condition 22.1.1 shall be deemed to have been served on the date of delivery if it is delivered before 4pm on a Working Day and otherwise on the next Working Day;

22.3.2. Condition 22.1.2 shall be deemed to have been served two Working Days from the date of posting;

22.3.3. Condition 22.1.3 shall be deemed to have been served on the date of sending if it is sent before 4pm on a Working Day and otherwise on the next Working Day unless in either case an error message is received.

23. Force Majeure

Neither the Consultant nor the Council shall be liable for breach of its obligations under the Contract to the extent that such breach is caused by any act of God, natural flood, fire (save where such fire is due to the negligence or fault of the Consultant), lightning or earthquake, war, military operations, act of terrorism or riot, but nonetheless each party shall use all reasonable endeavours to perform its obligations under the Contract.

24. Severance

If any of these Conditions become or are declared by a court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall in no way impair or affect any other provisions all of which shall remain in full force and effect and the parties shall negotiate in good faith to amend such provision so that, as amended, it is valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision..

25. The Contracts (Rights of Third Parties) Act 1999

The Contracts (Rights of Third Parties) Act 1999 shall not apply to the Contract, but this does not affect any rights which are available apart from this Act.

26. Waiver

26.1. The failure of the Council or the Consultant to exercise any right or remedy shall not constitute a waiver of that right or remedy.

- 26.2. No waiver shall be effective unless it is communicated to the Council or the Consultant in writing and expressly stated to be a waiver.
- 26.3. A waiver of any right or remedy arising from a breach of Contract shall not constitute a waiver of any right or remedy arising from any other breach of the Contract.
- 26.4. Unless otherwise provided in this Contract, rights and remedies under this Contract are cumulative and do not exclude and are without prejudice to any rights or remedies provided by law, in equity or otherwise.

27. Disputes and Mediation

- 27.1. A dispute relating to the provision of the Services, the Contract Price, or payments which cannot be resolved in the first instance between the Consultant's Representative and the Council's Representative within a month shall be referred to the persons specified in the Particulars.
- 27.2. Nothing in this Condition 27 shall prejudice the right of either party to apply to the court for interim relief to prevent the violation by the other party of any proprietary interest or any breach of that party's obligations.
- 27.3. Services to be provided under the Contract shall not cease or be delayed by this dispute resolution procedure.
- 27.4. If any dispute cannot be resolved between the Consultant and the Council within a month of referral as set out in Condition 27.1 then the Consultant or the Council may refer the matter to mediation in accordance with the Centre for Effective Dispute Resolution's ("CEDR") Model Mediation Procedure.
- 27.5. To initiate the mediation, either party may give notice in writing to the other requesting mediation in accordance with this Condition 27. The initiating party shall send a copy of such request to CEDR.
- 27.6. If there is any issue on the conduct of the mediation (including as to the nomination of the mediator) upon which the parties cannot agree within a reasonable time, CEDR will, at the request of either party, decide the issue.
- 27.7. If the dispute is not resolved within 90 days of the initiation of the mediation, or if either party will not participate in the mediation, either party may commence proceedings.

28. No Fetter

Nothing in the Contract shall prejudice or affect the rights, powers, duties and obligations of the Council in the exercise of its statutory functions.

29. Applicable Law and Jurisdiction

The Contract and any claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and interpreted in accordance with English law and shall be subject to the exclusive jurisdiction of the courts of England and Wales.

Schedule 1

Specification



Specification 1 - Rail
Strategy.pdf

Schedule 2

Finance Schedule

The Contract Price

The Contract Price is £54,876.00 including VAT which breaks down as shown in the pricing schedule contained in the Request for Quotation document for the tender.

Expenses are deemed to be included in the payment schedule unless noted otherwise.

Payment profile

The Consultant shall be paid upon completion of the milestones set out below and the Consultant shall submit an invoice upon completion of the milestone to which the instalment relates.

Milestone	Amount of Instalment £	Cumulative Amount £
Completion of all of Tasks 1, 2, 3, 4 and 5 and 6 of the Specification: Task1: Review of Policies and Plans Task 2: Data Collection and Analysis Task 3: Initial Engagement with Key Stakeholders Task 4: Identifying needs and aspirations Task 5: Demand modelling and Gross Value Added (GVA) analysis Task 6: Prepare the Draft Rail Strategy and Executive Summary for public consultation Expenses for one team member to attend one in-person stakeholder engagement session,	£24,210.00	£24,210.00

including reasonable travel, subsistence, and accommodation costs		
Completion of Task 7: Task 7: Public Consultation	£7,875.00	£32,085.00
Completion of Task 8 Task 8: Finalisation of Rail Strategy and its Executive Summary	£14,445.00	£46,530.00
Completion of Task 9 Task 9: Project management	£8,346.00	£54,876.00

Address for invoices

Invoices shall be sent to the following address:

PO Box 652
The Castle
Winchester
SO23 3NP

Email: VIMenquiries@hants.gov.uk

Schedule 3

Monitoring/Review Schedule

The Contract will be monitored through regular communication between the Council and the Consultant to ensure that the tasks are completed throughout the Contract Period in accordance with the timelines in the project specification.

If completion of the tasks in the timescales set out in the project programme the Consultant is to give the Council an early warning via email and explain the cause of the delay, by how much and what impact it would have on the overall programme or any of its milestones.

The Consultant shall notify the Council via email of any issues and risks and delays that may arise out of the implementation of the Consultant's proposals.

The Consultant shall update the project programme within one week of changes and delays having been confirmed.

The Consultant will be required to provide detailed project updates weekly to the Council via email. Weekly review meetings will also be required during the project.

It is agreed that following the delivery of each stage the Council will review the Outputs to ensure that the project continues to be aligned with the objectives set out in the Specification.

The Consultant will adhere to the agreed payment schedule as set out in Schedule 2.

The Consultant shall issue minutes and action plan of matters agreed following each project progress/review meeting which shall be sent to the Council electronically within 3 working days of the discussion.

Schedule 4
Information Governance

Consultancy_Contract_OxRAIL_2040_30052025

Final Audit Report

2025-06-04

Created:	2025-06-04
By:	Julian Imperial (julian.imperial@oxfordshire.gov.uk)
Status:	Signed
Transaction ID:	CBJCHBCAABAAede3U89Z5yrRsSD5wjFT65faNAstcbq6

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 Signer robin.rogers@oxfordshire.gov.uk entered name at signing as R D Rogers

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 Agreement completed.

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