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**MIDLANDS HIGHWAY ALLIANCE PLUS**

**PROFESSIONAL SERVICES PARTNERSHIP 4**

**NEC4 Contract Agreement**

**THIS DEED** is made on the day of 202[ ]

**BETWEEN**:

1. [ ] (registered number: [ ]) whose registered office is [ ] (the *“Client*”) which expression includes its successors in title and permitted assigns; and
2. [ ] (registered number: [ ]) whose registered office is [ ] (“the *Consultant*”).

**BACKGROUND:**

The *Client* wishes to have provided the service specified in the Contract Data as the *service*.

IT IS NOW AGREED THAT:

1. The ***Consultant*** will Provide the Service in accordance with the contract.
2. The *Client* will pay the ***Consultant*** the amount due in accordance with the contract.
3. The documents forming part of the contract are the following and in the case of discrepancies they have priority in the order listed below:
   1. This Contract Agreement;
   2. the annexed Additional Conditions of Contract (Option Z);
   3. the *conditions of contract* identified in the Contract Data part one;
   4. the annexed Contract Data (other than Scope and the Activity Schedule (if any));
   5. the Activity Schedule (if any) and the various items of Scope listed or described in the annexed Contract Data, which shall in the case of discrepancies have priority in the following order (but provided that the prices set out in any Activity Schedule (if any) shall prevail over any prices set out in any of the following):
      1. [ ];
      2. [ ];
      3. [ ];
      4. [ ];
      5. [ ];
      6. [ ];
      7. [ ];
      8. [ ];
      9. [ ];
      10. [ ].

**THIS DOCUMENT** is executed as a DEED in duplicate and delivered on the date stated at the beginning of this DEED. This document may be signed in any number of separate counterparts, each of which when signed and dated shall be an original, and such counterparts taken together shall constitute one and the same agreement.

***[Insert appropriate deed signature blocks]***