# Contract Data Part 1 Data provided by the *Client*

# for Time Charge or Work Orders using the NEC4 Professional Services Contract – Applicable to Lot 1 (Professional Services) only

1. **General**

The conditions of contract are the core clauses and the clauses for main Option, the Option for resolving and avoiding disputes and secondary Options of the NEC4 Professional Services Contract June 2017.

Main Option **A, C or E** (delete as applicable)

Option for resolving and avoiding disputes **W2**

Secondary Options

|  |  |
| --- | --- |
| Option | MHA PSP3 Framework Secondary Options |
| X1 Price Adjustment for Inflation | Included or Not included |
| X2 Changes in the Law | Included or Not included |
| X4 Ultimate Holding Company Guarantee | Included or Not included |
| X9 Transfer of Rights | Included or Not included |
| X10 Information Modelling | Included or Not included |
| X18 Limitation of Liability | Included or Not included |
| Y(UK)2 The Housing Grants Construction and Regeneration Act 1996 | Included or Not included |
| Y(UK)3 The Contracts (Rights of Third Parties) Act 1999 | Included or Not included |

Additional Secondary Options

The *service* is

The *Client* is

Name

MHA Member Authority and the Name and Title of the client contact.

Address for communications

Address.

Email address.

Address for electronic communications

The *Service Manager* is

Name

See NEC4 defined terms.

Address for communications

Address for electronic communications

The *Scope* is in

The *language of this contract* is **English**.

The *law of the contract* is the **law of England and Wales, subject to the jurisdiction of the Courts of England and Wales**

The *period for reply* is **2 weeks** except that

* The *period for reply* for is
* The *period for reply* for is

Years (specify a longer period)

The *period for retention* is 12 years or following Completion or earlier termination

The following matters are included in the Early Warning Register

1. **The *Consultant’s* main responsibilities**

Early warning meetings are to be held at intervals no longer than **2 weeks**.

The *key dates* and *conditions* to be met are

|  |  |  |
| --- | --- | --- |
|  | *condition* to be met | *key date* |
| 1 |  |  |
| 2 |  |  |
| 3 |  |  |

If Option A is used The *Consultant* prepares forecasts of the total *expenses* at intervals no longer than 4 weeks.

If Option C or E is used The *Consultant* prepares forecasts of the total Defined Cost, plus fee and expenses at intervals no longer than 4 weeks.

1. **Time**

The *starting date* is

See NEC4 defined terms.

The *Client* provides access to the following persons, places and things

|  |  |  |
| --- | --- | --- |
|  | access | access date |
| 1 |  |  |
| 2 |  |  |
| 3 |  |  |

The *Consultant* submits revised programmes at intervals no longer than **4 weeks.**

The *completion date* for the whole service is

See NEC4 defined terms.

The period after the Contract Date within which the *Consultant* is to submit a first programme for acceptance is **4 weeks**.

1. **Quality management**

The period after the Contract Date within which the *Consultant* is to submit a quality policy statement and quality plan is **4 weeks**.

The period between Completion of the whole of the *service*

See NEC4 defined terms.

and the *defects* *date* is

1. **Payment**

The currency of this contract is the **Pound sterling (£).**

The assessment interval is **monthly**.

The expenses stated by the client are

|  |  |  |
| --- | --- | --- |
|  | item | amount |
| 1 |  |  |
| 2 |  |  |
| 3 |  |  |

The interest rate is **5%** per annum above the **base** rate of the **Bank of England**.

The period in which payments are made is

(required to be completed if the period in which

payments are made is not three weeks and Y(UK)2 is not used)

(If Option C or E)

The locations for which the *Consultant* provides a charge for the cost of support people and office overhead are

(If Option C)

The Consultant’s share percentage and share ranges are

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| *share range* |  |  |  |  |  |  | *Consultant's share percentage* |  |
|  |  |  |  |  |  |  |  |  |
| less than |  | | | | % |  |  | % |
|  |  |  |  |  |  |  |  |  |
| from |  | % | to |  | % |  |  | % |
|  |  |  |  |  |  |  |  |  |
| from |  | % | to |  | % |  |  | % |
|  |  |  |  |  |  |  |  |  |
| greater than |  | | | | % |  |  | % |

(If Option C or E used)

The *exchange rates* are those published in

on (date)

1. **Compensation Events**

|  |  |
| --- | --- |
| If there are any additional compensation events | These are additional compensation events |
|  |  |

1. **Liabilities and Insurance**

The minimum amount of cover and the periods for which the Consultant maintains insurance are:-.

|  |  |  |
| --- | --- | --- |
| Insurance against | Minimum amount of cover | Period following completion or earlier termination |
| Liability of the *Consultant* for claims made against it arising out of the *Consultant’s* failure to use the skill and care normally used by professionals providing services similar to the *service*. | £5,000,000 | Six years |
| In respect of each claim and in the aggregate. |
| Loss of or damage to property and liability for bodily injury to or death of a person (not an employee of the *Consultant*) arising from or in connection with the *Consultant* Providing the Service | £10,000,000 | One year |
| In respect of each claim without limit to the number of claims but in the aggregate for claims relating to pollution, and contamination |
| Liability for death of or bodily injury to employees of the *Consultant* arising out of and in the course of their employment in connection with the contract. | £10,000,000 | One year |
| In respect of each claim without limit to the number of claims |

The *Consultant’s* total liability to the *Client* which arises under or in connection with the contract, other than excluded matters is limited to

£5,000,000 / (or higher amount)

(amend as applicable)

1. **Resolving and Avoiding Disputes**

The tribunal is *arbitration*.

The *arbitration* *procedure* **is the latest version of the Institution of Civil Engineers Procedure in force when the *arbitrator* is appointed.**

The place where arbitration is to be held is **London**.

In using Option W2 the Senior Representatives of the Client are

Name (1)

Address for communications

Address for electronic communications

Name (2)

Address for communications

Address for electronic communications

The *Adjudicator* is **to be advised**

The *Adjudicator* nominating body is **Institution of Civil Engineers.**

**(Secondary Options - delete / amend as required and in to align with secondary options included on page 1)**

**X1: Price Adjustment**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| The proportions used to calculate the Price Adjustment Factor are | | | | | | |
|  |  |  |  |  |  |
| 0. | 1.00 |  | Linked to the index for |  | Professional Services |
|  |  |  |  |  |  |
| 0. |  |  |  |  |  |
|  |  |  |  |  |  |
| 0. |  |  |  |  |  |
|  |  |  |  |  |  |
| 0. |  |  |  |  |  |
|  |  |  |  |  |  |
| 0. |  |  |  |  |  |
|  |  |  |  |  |  |
| 0. |  |  |  |  |  |
|  |  |  |  |  |  |
| 0. |  |  |  |  |  |
|  |  |  |  |  |  |
| 0. |  |  | non-adjustable |  |  |
|  |  |  |  |  |  |
| 1.00 |  |  |  |  |  |
|  |  |  |  |  |  |
| The base date for indices is | | | 29th April 2019 |  |  |
|  |  |  |  |  |  |
| These indices are | |  | The Highway Term Maintenance Indices Working Category 10/3 produced by BCIS for HTMA. |  |  |

**X2: Changes in the law**

The *law of the project* is **England and Wales, subject to the jurisdiction of the courts of England and Wales.**

**X10: Information modelling**

The period after the Contract Date in which the *Consultant* is to submit a first Information Execution Acceptance Plan for acceptance is **4** weeks

**X18: Limit of liability**

The *Consultants* liability to the *Client* for indirect or consequential loss is limited to the figure defined in the order.

The *Consultants* liability to the *Client* for Defects that are not found until after the *defects date* is limited to

The end of *liability date* is the years stated in the order after the Completion of the whole of the service

**Y(UK)2: The Housing Grants, Construction and Regeneration Act 1996**

The period for payment is **21** days after the date on which payment becomes due.

**Y(UK) 3 The Contracts (Rights of Third Parties) Act 1999**

This option should only be selected in circumstances where it is intended to expressly permit organisations that are not a named party to the contract the ability to enforce parts of the contract. If this option is selected, the Consultant will need to be fully briefed by the *Client* in order to understand what rights are being made available to which organisations or beneficiaries and the specific reason for the inclusion. For clarity it should also be stated which clauses this right(s) applies to and how they are to be applied.

**Z Clauses**

The additional conditions of contract are:-

|  |  |  |
| --- | --- | --- |
|  |  |  |
| Z2 | Limit of Liabilities | Insert new clause 87.2 ‘The Consultants liability to the Client is limited to that proportion of the Clients losses for which the Consultant is responsible under the contract. The policy should include an Indemnity to Principal clause for Public Liability and Employers Liability. (C51) |
| Z3 | *Consultant’s* Liabilities | 81.1 Delete the first bullet point and replace with ‘“Legally enforceable claims and proceedings from Others and legally enforceable, properly mitigated and reasonably foreseeable compensation and costs payable to Others which arise directly from or in connection with the *Consultant* negligently providing the *Service*.’  81.1 Delete the second bullet point and replace with “Legally enforceable, properly mitigated and reasonably foreseeable costs incurred by the *Client* which arise directly from a failure by the *Consultant* to use the skill and care normally used by professionals providing services similar to the service.” |
|  |  |  |