

---

## 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

Address for communications

Address for electronic communications

The *Service Manager* is

Name

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

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

The following matters are included in the Early Warning Register

## 2. 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

	<i>condition</i> to be met	<i>key date</i>
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.

### 3. 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**.

### 4. 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* and the *defects date* is

See NEC4 defined terms.

### 5. 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

<i>share range</i>	<i>Consultant's share percentage</i>
less than <input style="width: 150px;" type="text"/> %	<input style="width: 150px;" type="text"/> %
from <input style="width: 50px;" type="text"/> % to <input style="width: 50px;" type="text"/> %	<input style="width: 150px;" type="text"/> %
from <input style="width: 50px;" type="text"/> % to <input style="width: 50px;" type="text"/> %	<input style="width: 150px;" type="text"/> %
greater than <input style="width: 150px;" type="text"/> %	<input style="width: 150px;" type="text"/> %

(If Option C or E used)  
 The *exchange rates* are those published in   
 on  (date)

## 6. Compensation Events

If there are any additional compensation events

These are additional compensation events

## 8. 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 <i>Consultant</i> for claims made against it arising out of the <i>Consultant's</i> failure to use the skill and care normally used by professionals providing services similar to the <i>service</i> .	£5,000,000	Six years
	In respect of each claim <b>and in the aggregate.</b>	

Loss of or damage to property and liability for bodily injury to or death of a person (not an employee of the <i>Consultant</i> ) arising from or in connection with the <i>Consultant</i> Providing the Service	£10,000,000	One year
	In respect of each claim without limit to the number of claims <b>but in the aggregate for claims relating to pollution, and contamination</b>	
Liability for death of or bodily injury to employees of the <i>Consultant</i> 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  (amend as applicable)

### 9. 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 29<sup>th</sup> 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	<i>Consultant's</i> 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 <i>Consultant</i> negligently providing the <i>Service</i> .' 81.1 Delete the second bullet point and replace with "Legally enforceable, properly mitigated and reasonably foreseeable costs incurred by the <i>Client</i> which arise directly from a failure by the

---

		<i>Consultant</i> to use the skill and care normally used by professionals providing services similar to the service.”