

SERVICE AGREEMENT

(NEC PROFESSIONAL SERVICES CONTRACT)

This is a Service Agreement based on the template in Schedule 11, Part B of the Framework Agreement made between Scape Procure Limited (1) and Kier Construction (2) dated 20th September 2021 (the 'Framework Agreement'). Except where the context otherwise requires, all terms defined in the Framework Agreement shall have the same meaning in this Service Agreement.

Clients have discretion to use the Service Agreement to engage the Partner to provide Design Services and/or Pre-Construction Activities:

THIS AGREEMENT is made on **11-Mar-2022**

BETWEEN

1. the *Client*

Department of Environment,
Food and Rural Affairs (Defra)

Of

Address for
communications

Nobel House, Commercial
Area 1, 17 Smith Square,
London SW1P 3JR

Telephone

Address for
electronic
communications

2. the
Consultant

Kier Construction Ltd trading as
Kier Construction - Western &
Wales

whose registered office is

Address for
communications

2nd Floor
Optimum House
Clippers Quay
Salford M50 3XP

Telephone

Address for
electronic
communications

FOR THE
SERVICES OF

the design to RIBA stage 4 and associated surveys for the external
works at Avalon Marshes Visitors Centre, Phase 4

Project Name

Avalon Marshes Centre - Phase 4

Project No.

CRM 034383

Whereas:

This Service Agreement is made pursuant to the Framework Agreement dated 20th September 2021 made between Scape Procure Limited and [insert Partner] (the 'Framework Agreement') and incorporates those provisions of the Template Service Agreement set out in the Framework Agreement.

When using this Service Agreement, the Partner (as stated in the Framework Agreement) is the party named as 'consultant'.

IT IS AGREED as follows:

1. **The Consultant's Obligations**

The Consultant provides the services and complies with its obligations, acting as the Consultant in accordance with the conditions of contract.

2. **The Client's Obligations**

The Client pays the amount of money and complies with its obligations in accordance with the conditions of contract.

The *conditions of contract* are the core clauses and the clauses for the following main Option, the Option for resolving and avoiding disputes and secondary options of the NEC Professional Services Contract June 2017 (with January 2019 and October 2020 amendments).

MAIN OPTION CLAUSE

Option	Option Title	Selected Option:
A	Priced Contract with Activity Schedule	A
C	Target Contract	

Option for Resolving Disputes

Clause	Option Title	Applicable?
W2	Dispute resolution procedure	Shall apply

SECONDARY OPTION CLAUSES AND ADDITIONAL OPTIONS:

Clause	Option Title	Applicable?
Secondary Options		
X1	Price adjustment for inflation	<input type="checkbox"/> Applies if checked
X2	Changes in the law	Shall apply
X4	Ultimate holding company guarantee	<input type="checkbox"/> Applies if checked
X5	Sectional Completion	<input type="checkbox"/> Applies if checked
X7	Delay Damages	Shall apply
X8	Undertakings to Others	Shall apply
X9	Transfer of rights	Shall apply
X10	Information Modelling	<input type="checkbox"/> Applies if checked
X11	Termination by the Client	Shall apply
X12	Multiparty collaboration	<input type="checkbox"/> Applies if checked
X13	Performance Bond	<input type="checkbox"/> Applies if checked
X18	Limitation of liability	<input checked="" type="checkbox"/> Applies if checked
Additional Options		
13.10	Electronic Communications	<input checked="" type="checkbox"/> Applies if checked
Option Y		
Y(UK)1	Project Bank Accounts	<input type="checkbox"/> Applies if checked
Y(UK)2	The Housing Grants, Construction and Regeneration Act 1996	Shall apply
Y(UK)3	The Contracts (Rights of Third Parties) Act 1999	
Z	Additional conditions of contract	Shall apply

The *Consultant's* Offer and *Client's* Acceptance

The *Consultant* offers to Provide the Services in accordance with the *conditions of contract* for an amount to be determined in accordance with the *conditions of contract*.

The offered total of the Prices is

£29817.41

Nb. The *Consultant* should attach the build-up of their Prices using the relevant sections of the Tendered Total Model template (in line with the Pricing Procedures in Schedule 6 of the Framework Agreement) in the Contract Data table below.

[The execution details for the *Client* below are an example intended for use with DocuSign and may be amended by the *Client* to suit their normal practice, if required. If the *Client* chooses to sign the Services Agreement on paper, only this page should be returned by upload]

Executed as a simple contract (under hand) for and on behalf of

)
)
) Department of Environment, Food and Rural Affairs (Defra)
.....
Director

by

.....
.....
..... title
.....

Executed as a simple contract (under hand) for and on behalf of

)
)
)
.....
Director

by

.....
Full name (BLOCK CAPITALS)
.....
.....
Director/ Secretary
.....
Full name (BLOCK CAPITALS)
.....
Position/title

Contract Data and Service Information

Information provided by the Parties

The following details the Contract Data which is provided by the parties for this Service Agreement and Appended for execution.

The Main Contract Data and the Tendered Total Model must be completed and uploaded using ONLY the relevant standard templates provided by SCAPE.

Main Contract Data Form:

General Project Information,
Clauses Applicable to Main Options and Secondary options where applicable,
Data Pertaining to Optional (X) Clauses,
Y Clauses and Z Clauses where applicable.

Contract Data Provided by the Client:

Contract Data Provided by the Consultant:



Tendered Total Model:

Setting out the build-up of the Prices
(produced using the template provided in Schedule 6 of the Framework Agreement)



One or more files may be attached in each section of the table on the following pages. Please itemise and upload documents in the order you wish them to be appended to the Service Agreement.

Continues

Contract Data Part One – Data Provided by the Client

Item(s)	Document Reference(s)	Attach
The Scope	Email Dated 04/08/21 "Re: Avalon Marshes Centre- Phase 4	
	Drawing 1118/003 A1 Rev H	
Early Warning Register (Client Inclusions – if applicable)		

Contract Data Part Two – Data Provided by the *Consultant*

Item(s)	Document Reference(s)	Attach
The Scope	Avalon Marshes Centre Phase 4 Scope of Works Document	
	1637 Shapwick Heath Phase 4 Illustrative Feasibility Report October 2021	
Early Warning Register (<i>Consultant</i> Inclusions – if applicable)		

Contract Data Part Two – Data Provided by the Consultant

Other Information

Item(s)	Document Reference(s)	Attach
The Activity Schedule	Avalon March Phase 4 Service Agreement Activity Schedule	
The Programme	Shapwick Heath NNR Phase 4 – Pre-construction Programme	
Quality Policy and Quality Plan	To follow	
Business Assurance Policy	Business Assurance Policy	
Tendered Total of Prices	Tendered Total of Prices	