

# Short Contract

A contract between     **Natural Environment Research Council**  
                                  **National Oceanography Centre**  
                                  **University of Southampton Waterfront Campus**  
                                  **European Way**  
                                  **Southampton**  
                                  **S014 3ZH**

and .....  
.....  
.....

for **Roofing Consultancy FM150112**

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Notes about this contract are printed in boxes like this one or in  
[parenthesis like this]. They are not part of the contract.

# Contract Data

The *Client* is  
Name National Oceanography Centre  
Address European Way  
Southampton  
SO14 3ZH  
Telephone 01793 867004  
E-mail address FMProcurement@uksbs.co.uk  
The *services* are Roofing Consultancy  
The *starting date* is January 2016  
The *completion date* is May 2016  
The *delay damages* for late Completion are £200 per day.  
The *law of the contract* is English  
The *period for reply* is Two weeks  
The *defects date* is 52 weeks after Completion.  
The *assessment day* is the 1st of each month.

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# Contract Data

The *Consultant* provides the following insurance cover

Insurance against	Minimum amount of cover	Period following Completion or earlier termination
Failure of the <i>Consultant</i> to use the skill and care normally used by professionals providing services similar to the <i>services</i>	£10Million in respect of each claim, without limit to the number of claims	.....
Death of or bodily injury to a person (not an employee of the <i>Consultant</i> ) or loss of or damage to property resulting from an action or failure to take action by the <i>Consultant</i>	in respect of each claim, without limit to the number of claims £10Million	.....
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 this contract	£10Million in respect of each claim, without limit to the number of claims	.....

The *Client* provides the following insurance cover

Only enter details here if *Client* is to provide insurance.

N/A .....
  
.....
  
.....

# Contract Data

The *Consultant's* total liability  
to the *Client* for matters for  
which insurance is provided is  
limited to £10 Million .....

The *Consultant's* total liability  
to the *Client* for other matters  
is limited to £1 Million .....

The *tribunal* is RICS .....

If the *tribunal* is arbitration,  
the arbitration procedure is Dispute Resolution Services Procedure .....

The place where the  
arbitration is to be held is TBA .....

The person who will choose the  
arbitrator if the Parties cannot  
agree is President of RICS .....

**Only include these statements if the *tribunal* is arbitration.**

The *conditions of contract* are the NEC3 Professional Services Short Contract (April 2013) and the following additional conditions.

**Only enter details here if additional conditions are required.**

Z Clause MB01 – Payment clause ready payments are to be staged arears monthly (or less frequent) to follow the milestones set out in the program which accords with the specification. ....

Z clause MB02 – The consultant must proceed regularly and diligently throughout the project .....

# The Consultant's Offer

The *Consultant* is

Name .....

Address .....

.....

Telephone .....

E-mail address .....

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 conditions*.

The name, job, qualifications and experience of *Consultant's* key people are in .....

The *staff rates* are

person or job	unit of measurement	rate
.....	.....	.....
.....	.....	.....
.....	.....	.....
.....	.....	.....
People not stated here are at open market or competitively tendered rates		

The offered total of the Prices is .....

**Enter the total of the Prices from the Price List.  
If all work is to be carried out on a time charge basis, enter 'Not Applicable'.**

Signed on behalf of the *Consultant*

Name .....

Position .....

Signature ..... Date .....

# The *Client's* Acceptance

The *Client* accepts the *Consultant's* Offer to Provide the Services

Signed on behalf of the *Client* .....  
Name .....  
Position .....  
Signature ..... Date .....

Entries in the first four columns are made either by the *Client* or the tenderer.

For each row:

- If the *Consultant* is to be paid an amount for the item which is not adjusted if the quantity of work in the item changes, the tenderer enters the amount in the Price column only.
- If the *Consultant* is to be paid an amount for the item of work and which is the rate for the work multiplied by the quantity completed, the tenderer enters the rate which is then multiplied by the Expected quantity to produce the Price, which is also entered.
- If the work is to be paid on a time charge basis, only expenses should be included.

Costs incurred by the *Consultant* other than the listed expenses are included in the Rates and Prices and the *staff rates*. If expenses are paid at cost, then 'at cost' should be entered into the Rate column.

Delete or strike through unused rows.

For each row:

- If the *Consultant* is to be paid an amount for the item which is not adjusted if the quantity of work in the item changes, the tenderer enters the amount in the Price column only.
- If the *Consultant* is to be paid an amount for the item of work and which is the rate for the work multiplied by the quantity completed, the tenderer enters the rate which is then multiplied by the Expected quantity to produce the Price, which is also entered.
- If the work is to be paid on a time charge basis, only expenses should be included.

Costs incurred by the *Consultant* other than the listed expenses are included in the Rates and Prices and the *staff rates*. If expenses are paid at cost, then 'at cost' should be entered into the Rate column.

Delete or strike through unused rows.

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  - If the *Consultant* is to be paid an amount for the item of work and which is the rate for the work multiplied by the quantity completed, the tenderer enters the rate which is then multiplied by the Expected quantity to produce the Price, which is also entered.
  - If the work is to be paid on a time charge basis, only expenses should be included.
- Costs incurred by the *Consultant* other than the listed expenses are included in the Rates and Prices and the *staff rates*. If expenses are paid at cost, then 'at cost' should be entered into the Rate column.
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Delete or strike through unused rows.

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Item number	Description	Unit	Expected quantity	Rate	Price
.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....
Expenses					
.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....
The total of the Prices					

# Scope

The Scope should be a complete and precise statement of the *Client's* requirements. If it is incomplete or imprecise, there is a risk that the *Consultant* will interpret it differently from the *Client's* intention. Information provided by the *Consultant* should be listed in the Scope only if the *Client* is satisfied that it is required, is part of a complete statement of the *Client's* requirements and is consistent with other parts of the Scope.

## 1 Purpose of the *services*

Provide a brief summary of why the *services* are being commissioned and what they will be used for.

As seen in e-sourcing documents of tender FM150112

## 2 Description of the *services*

Give a complete and precise description of what the *Consultant* is required to do.

If items of work have to be provided by a stated date, include a table describing the work and stating the date when it is to be provided.

As seen in e-sourcing documents of tender FM150112

## 3 Existing information

List existing information which is relevant to the *services*. This can include documents which the *Consultant* is to further develop.

.....

.....

.....

.....

.....



# Scope

## 4 Specifications and standards

List the specifications and standards that apply to this contract.

Documented in Tender FM150112

## 5 Constraints on how the *Consultant* is to Provide the Services

State any constraints on sequence and timing of work and on method and conduct of work including the requirements for any work by the *Client*.

Set out any requirements for a quality management system.

Include a dispute resolution procedure if required.

As described in Tender FM150112

# Scope

## 6 Requirements for the programme

State whether a programme is required and, if it is, state what form it is to be in, what information is to be shown on it, when it is to be submitted and when it is to be updated.

AS documented in tender FM150112

## 7 Information and other things provided by the *Client*

Describe what information and other things the *Client* is to provide and by when. Information is that which is not currently available, but will become available during the contract. Other things could include access to a person, place (such as office space or a site) or the *Client's* information technology systems.

Item

Date by which it  
will be provided

As per Tender FM150112

