Building Contract

Incorporating NEC4 Engineering and Construction Contract and *additional conditions of contract*

(1) The Secretary of State for Environment, Food & Rural Affairs

(2) ISG Retail Limited

Dated 2024

Agreement in relation to the re-development of the DEFRA Border Control Post (BCP) in Sevington, Kent (incorporating (*inter alia*) the NEC4 Engineering and Construction Contract as modified and supplemented in the manner indicated in this Agreement and the Schedules hereto)

One Redcliff Street
Bristol BS1 6TP
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DX 7815 Bristol

This agreement **is made the day of 2024**

Between:

(1) **The Secretary of State for Environment, Food & Rural Affairs** (the "***Client***"); and

(2) **ISG Retail Limited** (Company no. 02721627) whose registered office is at Aldgate House, 33 Aldgate High Street, London, United Kingdom, EC3N 1AG (the "***Contractor***").

together, the **"Parties"**

Background

(a) The Minister for the Cabinet Office (the "**Cabinet Office**") as represented by Crown Commercial Service, a trading fund of the Cabinet Office, without separate legal personality ("**CCS**"), established a framework for construction works and associated services for the benefit of public sector bodies.

(b) The *Contractor* was appointed to the framework (with reference number RM6088) and executed a framework award form which is dated 31 October 2019 (the "**Framework Contract**").

(c) On 29 September 2023 the *Client* invited the *Contractor* along with other *Supplier Alliance Members* (as defined in the Framework Contract) to tender for the *Client*'s re-development of the DEFRA Border Control Post (BCP) in Sevington, Kent, in accordance with the Competitive Award Procedure (as defined in the Framework Contract).

(d) On 7 November 2023, the *Contractor* submitted a tender response and was subsequently selected by the *Client* to Provide the Works.

(e) The *Contractor* has agreed to perform the *works* in accordance with this contract and the Framework Contract.

(f) The Framework Contract sets out the forms of Project Contract (as defined in the Framework Contract) which the Parties may complete in order to form a call-off contract. The *Client* has chosen to use the NEC4 Engineering Construction Contract (Option C) as its form of Project Contract.

(g) The Framework Contract permits the *Client* to make amendments to the Project Contract to the extent it is permitted to under the Public Contracts Regulations 2015.

It is agreed as follows:

1 The Framework Contract

1.1 The *Contractor* complies with its obligations to the *Client* and CCS under the Framework Contract in so far as they relate to the contract made under this agreement.

2 The contract

2.1 This contract for the *works* comprises the Contract Data and *conditions of contract* of the NEC4 Engineering and Construction Contract (June 2017 as amended January 2023) as supplemented and amended by:

2.1.1 the *additional conditions of contract*; and

2.1.2 the other schedules to this Form of Agreement.

3 Priority of documents

3.1 If there is any ambiguity or inconsistency in or between the documents comprising this contract, the priority of the documents is as follows in descending order:

3.1.1 this Form of Agreement;

3.1.2 the completed Contract Data Part One in Schedule 2;

3.1.3 the *additional conditions of contract* in Schedule 2;

3.1.4 the *conditions of contract*;

3.1.5 the Scope in Schedule 4;

3.1.6 the Activity Schedule and Pricing Information in Schedule 6;

3.1.7 the Site Information in Schedule 5;

3.1.8 the completed Contract Data Part Two in Schedule 3;

3.1.9 the Framework Contract; and

3.1.10 the Contractor's Tender in Schedule 9.

4 NEC Conditions

The *conditions of contract* are the NEC4 Engineering and Construction Contract (June 2017 with amendments January 2023) main Option C, dispute resolution Option W2, secondary Option clauses:

4.1 X2 (Changes in the law)

4.2 X4 (Ultimate holding company guarantee)

4.3 X5 (Sectional Completion)

4.4 X7 (Delay damages)

4.5 X8 (Undertakings to Others)

4.6 X9 (Transfer of rights)

4.7 X10 (Information modelling)

4.8 X11 (Termination by the *Client*)

4.9 X15 (The *Contractor's* design)

4.10 X16 (Retention)

4.11 X18 (Limitation of liability)

4.12 X22 (Early Contractor Involvement)

and Option Y(UK)2 together with the modifications, additions and amendments set out in Schedule 2 (the *additional conditions of contract*).

5 Entire Agreement

5.1 This contract is the entire agreement between the parties in relation to the *works* and supersedes and extinguishes all prior arrangements, understandings, agreements, statements, representations or warranties (whether written or oral) relating thereto.

5.2 Neither party has been given, nor entered into this contract in reliance on any arrangements, understandings, agreements, statements, representations or warranties other than those expressly set out in this contract.

5.3 Nothing in this clause 5 shall exclude any liability in respect of misrepresentations made fraudulently.

Signed by the duly authorised representatives of the Parties and delivered on the date first above written

[redacted]

[redacted]

Schedule 1
Contract Data Part One

The Contract Data Part One (data provided by the *Client*) is as follows:

CONTRACT DATA PART ONE – DATA PROVIDED BY THE *CLIENT*

Completion of the data in full, according to the Options chosen, is essential to create a complete contract.

1 General

The *conditions of contract* are the core clauses and the clauses for the following main Option, the Option for resolving and avoiding disputes, secondary Options and Option Z of the NEC4 Engineering and Construction Contract (June 2017 as amended January 2023).

Main Option	C	Option for resolving and avoiding disputes	W2

Secondary Options	
	X2 (Change in the Law)
	X4 (Ultimate Holding Company Guarantee)
	X5 (Sectional Completion)
	X7 (Delay Damages)
	X8 (Undertakings to the Client or others)
	X9 (Transfer of Rights)
	X10 (Information Modelling)
	X11 (Termination by the *Client*)
	X15 (The *Contractor's* Design)
	X16 (Retention)
	X18 (Liability cap)
	X22 (Early Contractor Involvement)
	Y(UK)2 (The Housing Grants, Construction and Regeneration Act 1996)

The *works* are	the redevelopment of existing buildings (A, B, C, D & E), to suit the new inspection requirements of DEFRA as further set out in the Scope. The modifications and upgrades will involve a combination of mechanical, structural and civils works as well as external works.

The *Client* is

Name	The Secretary of State for Environment, Food & Rural Affairs

Address for communications	Department for Environment, Food & Rural Affairs Seacole Building, 2 Marsham St, London SW1P 4DF
Address for electronic communications	[redacted]

[redacted]

[redacted]	[redacted]
Address for communications	WSP House, 70 Chancery Lane, London, WC2A 1AF
Address for electronic communications	[redacted]

[redacted]

[redacted]	[redacted]
Address for communications	Department of Food, Environment & Rural Affairs, Seacole Building, 2 Marsham St, London, SW1P 4DF
Address for electronic communications	[redacted]

[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]

[redacted] *for reply* is [redacted] except that

- The *period for reply* for [ ] is [ ]
- The *period for reply* for [ ] is [ ]

The following matters will be included in the Early Warning Register

N/A

Early warning meetings are to be held at intervals no longer than [redacted]

2 The *Contractor's* main responsibilities

If the *Client* has identified work which is set to meet a stated *condition* by a *key date*

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

	condition to be met	*key date*
(1)	N/A	N/A
(2)		
(3)		
(4)		

If Option C is used

The *Contractor* prepares forecasts of the total Defined Cost for the whole of the *works* at intervals no longer than [redacted]

3 Time

The *starting date* is 08/02/2024

The *access dates* are

part of the Site	date

(1)	The whole of the Site (subject, in the case of the Early Works, to the permit to work arrangements set out in the Scope)	08/02/2024
(2)		
(3)		

The *Contractor* submits revised programmes at intervals no longer than	[redacted]

If the *Client* has decided the *completion date* for the whole of the *works*	The *completion date* for the whole of the *works* is	23/08/2024

Taking over the *works* before the Completion Date	The *Client* **is not** willing to take over the *works* before the Completion Date (delete as appropriate)

If no programme is identified in part two of the Contract Data	The period after the Contract Date within which the *Contractor* is to submit a first programme for acceptance is	[redacted]

4 Quality management

The period after the Contract Date within which the *Contractor* is to submit a quality policy statement and quality plan is	[redacted]
The period between Completion of the whole of the *works* and the *defects date* is	[redacted]

The *defects correction period* is	[redacted]	except that	
• The *defect correction period* for	"Emergency Defects" (being Defects where there is a risk of: danger to health or safety; immediate damage to the	is	[redacted]

	environment; damage to property; breach of legal requirements; or where there is any other significant risk of serious consequences if the Defect is not remedied swiftly)		[redacted]
[redacted]	[redacted]	[redacted]	[redacted]

5 Payment

The *currency of the contract* is the | Pounds Sterling (£)

The *assessment interval* is | [redacted]

The *interest rate* is [redacted] % per annum (not less than 2) above the Bank of England base rate in force from time to time

If Option C is used

The *Contractor's share percentage* and the *share ranges* are

share range					*Contractor's* share percentage	
from	0	% to	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]			[redacted]	[redacted]	%

6 Compensation events

The place where weather is to be recorded is | Brabourne Lees (Kent)

The *weather measurements* to be recorded for each calendar month are

- The cumulative rainfall (mm)

- The number of days with rainfall more than 5mm
- The number of days with minimum air temperature less than 0 degrees Celsius
- The number of days with snow lying at 09:00 hrs hours GMT

The *weather measurements* are supplied by	The Meteorological Office
The *weather data* are the records of past *weather measurements* for each calendar month which were recorded at	Brabourne Lees (Kent)
and which are available from	The Meteorological Office

The *value engineering percentage* is 50%, unless another percentage is stated here, in which case it is [redacted] %

8 Liabilities and insurances

If there are additional *Client's* liabilities

These are additional *Client's* liabilities

(1)	N/A
(2)	N/A
(3)	N/A

The minimum amount of cover for insurance against loss of or damage to property (except the *works*, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) arising from or in connection with the Contractor Providing the Works for any one event is

[redacted]

The minimum amount of cover for insurance against death of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with the contract for any one event is

[redacted]

If the *Client* is to provide Plant and Materials

The insurance against loss or damage to the *works*, plant and Materials is to include cover for Plant and Materials provided by the Client for an amount of

N/A

If the *Client* is to provide any of the insurances stated in the Insurance Table

The *Client* provides these insurances from the Insurance Table

(1) Insurance against	N/A
Minimum amount of cover is	N/A
The deductibles are	N/A
(2) Insurance against	N/A
Minimum amount of cover is	N/A
The deductibles are	N/A
(3) Insurance against	N/A
Minimum amount of cover is	N/A
The deductibles are	N/A

If additional insurances are to be provided

The *Client* provides these additional insurances

(1) Insurance against	N/A
Minimum amount of cover is	N/A
The deductibles are	N/A

(2) Insurance against	N/A
Minimum amount of cover is	N/A
The deductibles are	N/A
(3) Insurance against	N/A
Minimum amount of cover is	N/A
The deductibles are	N/A

The *Contractor* provides these additional insurances

(1) Insurance against	N/A
Minimum amount of cover is	N/A
The deductibles are	N/A
(2) Insurance against	N/A
Minimum amount of cover is	N/A
The deductibles are	N/A
(3) Insurance against	N/A
Minimum amount of cover is	N/A
The deductibles are	N/A

Resolving and avoiding disputes

	The *tribunal* is	arbitration
If *tribunal* is arbitration	The *arbitration procedure* is	LCIA Arbitration Rules
	The place where arbitration is to be held is	London, UK

The person or organisation who will choose an arbitrator if the Parties cannot agree a choice or if the arbitration procedure does not state who selects an arbitrator is

The London Court of International Arbitration

If Option W1 or W2 is used

The *Senior Representatives* of the *Client* are

Name (1)	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]

Name (2)	N/A
Address for communication	
Address for electronic communication	

The *Adjudicator* is

Name	To be nominated by the *Adjudicator nominating body*
Address for communication	N/A
Address for electronic communication	N/A

The *Adjudicator nominating body* is	RICS

X2: Changes in law

If Option X2 is used	The *law of the project* is	the law of England

X5: Sectional Completion

If Option X5 is used — The *completion date* for each section of the *works* is

section	description	*completion date*
(1)	Early Works (Buildings A & B)	27/02/2024
(2)	Stage Two (Buildings C, D & E)	23/08/2024
(3)		

X7: Delay damages

If Option X7 is used without Option X5 — Delay damages for Completion of the whole of the *works* are [redacted] per day

If Option X7 is used with Option X5 — Delay damages for each *section* of the *works* are

section	description	amount per day
(1)	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
(3)		

Delay damages for the remainder of the *works* is

X8: Undertakings to the *Client* or Others

If Option X8 is used — The *Subcontractor undertaking to Client* are

works

Design of any part of the *works*

X10: Information modelling

If Option X10 is used

If no *information execution plan* is identified in part two of the Contract Data

The period after the Contract Date within which the *Contractor* is to submit a first Information Execution Plan for acceptance is

[redacted]

The minimum amount of insurance cover for claims made against the *Contractor* arising out of its failure to use Good Industry Practice is, in respect of each claim

[redacted]

[redacted] period following Completion of the whole of the *works* or earlier termination for which the *Contractor* maintains insurance for claims made against it arising out of its failure to use Good Industry Practice is

[redacted]

X15: The *Contractor's* design

If Option X15 is used

The *period for retention* following Completion of the whole of the *works* or earlier termination is

[redacted]

The minimum amount of insurance cover for claims made against the *Contractor* arising out of its failure to use Good Industry Practice is

[redacted]

The period following Completion of the whole of the *works* or earlier termination for which the *Contractor* maintains insurance for claims made against it arising out of its failure to use Good Industry Practice is

[redacted]

X16: Retention (not used with Option F)

If Option X16 is used

The *retention free* amount is [redacted]

The *retention percentage* is [redacted] %

Retention bond

The *Contractor* **may not** give the *Client* a retention bond (delete as applicable)

X18: Limitation of liability

If Option X18 is used

The *Contractor's* liability to the *Client* for indirect or consequential loss is limited to [redacted]

For any one event, the *Contractor's* liability to the *Client* for loss of or damage to the *Client's* property is limited to [redacted]

The *Contractor's* total liability to the *Client* for all matters arising under or in connection with the contract, other than excluded matters, is limited to [redacted]

The *end of liability date* is [redacted] years after Completion of the whole of the *works*

X22: Early Contractor involvement (only used with option C and E)

If Option X22 is used

The *Contractor* prepares forecasts of the total Defined Cost of the work to be done in Stage One at intervals no longer than [redacted]

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

If Option Y(UK)2 is used and the final date for payment is not fourteen days after the date on which payment becomes due

The period for payment is [redacted] days after the date on which payment becomes due

Z: *Additional conditions of contract*

If Option Z is used

The *additional conditions of contract* are

set out in Schedule 2

Schedule 2

Additional conditions of contract

The following provisions supplement, modify or replace the published provisions of the NEC4 Engineering and Construction Contract (June 2017 with amendments January 2023) Option C: Target Contract with Activity Schedule.

[No.]	[ECC ref]	[Heading]
	Z1	**Option Z1**
Amendment to NEC4 ECC clause 11	11.2(10)	Delete the text of clause 11.2(10) and replace with the following: "The Fee is the amount calculated by applying the relevant *fee percentage* to the amount of the Defined Cost for Stage One work or for Early Works and Stage Two work, as applicable."
	11.2(26)	In clause 11.2(26), after the eighth bullet point, add the following new bullet points: • "correcting Defects caused by the *Contractor* not using Good Industry Practice in the design of the *works* or failing to comply with a procedure set out in its quality plan, • correcting Defects which the *Contractor* has previously corrected,"
	11.2(31)	Delete the text of clause 11.2(31) and replace with the following: "The Price for Work Done to Date is, • in respect of the Early Works only, the total of the Prices for each completed activity, and • in respect of other *works*, the total Defined Cost (excluding the Defined Cost of the Early Works) which the *Project Manager* forecasts will have been paid by the *Contractor* before the next assessment date plus the Fee. A completed activity is one without notified Defects the correction of which will delay following work."
Supplement to NEC4 ECC clause 11	11.2	**Identified and defined terms** Insert new clauses 11.2(33)–(60) as follows:
	"11.2(33)	Client's Confidential Information is all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel, and contractors of the *Client*, including all IPR, together with all information derived from any of the above, and any other information clearly designated as being

		confidential (whether or not it is marked "confidential") or which ought reasonably to be considered to be confidential.
	11.2(34)	Client Data is the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and • which are supplied to the *Contractor* by or on behalf of the *Client*, • which the *Contractor* is required to generate, process, store or transmit pursuant to this contract or • which are any Personal Data for which the *Client* is the Data Controller to the extent that such Personal Data is held or processed by the *Contractor*.
	11.2(35)	Contractor Personnel is any officer or employee of the *Contractor*, any Subcontractor and any officer or employee of a Subcontractor, any supplier of the *Contractor* or Subcontractor and any other person for whom the *Contractor* is responsible.
	11.2(36)	The Contractor's Tender is the tender response included at Schedule 9.
	11.2(37)	Commercially Sensitive Information is the information agreed between the Parties (if any) comprising the information of a commercially sensitive nature relating to the *Contractor*, the charges for the *works*, its IPR or its business or which the *Contractor* has indicated to the *Client* that, if disclosed by the *Client*, would cause the *Contractor* significant commercial disadvantage or material financial loss.
	11.2(38)	Confidential Information is the Client's Confidential Information and/or the Contractor's Confidential Information.
	11.2(39)	Contracting Body is any Contracting Body as defined in Regulation 5(2) of the Public Contracts (Works, Service and Supply) (Amendment) Regulations 2000 other than the *Client*.
	11.2(40)	Contractor's Confidential Information is any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel and contractors of the *Contractor*, including IPR, together with all information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential, including the Commercially Sensitive Information.
	11.2(41)	A Crown Body is any department, office or agency of the Crown.
	11.2(42)	Data Controller has the meaning given to it in the Data Protection Act 2018.
	11.2(43)	Documents means all designs, drawings, details, specifications, software, models, analyses, electronic data, photographs, plans,

		surveys, reports, and all other documents and/or information prepared by or on behalf of the *Contractor* in relation to this contract.
	11.2(44)	DOTAS is the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HM Revenue & Customs of any specified notable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012, SI 2012/1868 made under s.132A Social Security Administration Act 1992.
	11.2(45)	Early Works are those parts of the *works* described as the Early Works in the Scope.
	11.2(46)	Environmental Information Regulations is the Environmental Information Regulations 2004 and any guidance and/or codes of practice issued by the Information Commissioner in relation to such regulations.
	11.2(47)	FOIA is the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such legislation.
	11.2(48)	Not used
	11.2(49)	The Form of Agreement is the agreement between the *Client* and the *Contractor* under which this contract is made.
	11.2(50)	General Anti-Abuse Rule is • the legislation in Part 5 of the Finance Act 2013 and • any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements and to avoid national insurance contributions.
	11.2(51)	Good Industry Practice is standards, practices, methods and procedures conforming to the applicable Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a professional of the relevant discipline experienced in undertaking services similar in nature, size, scope and complexity to the *works*.
	11.2(52)	Halifax Abuse Principle is the principle explained in the CJEU Case C-255/02 Halifax and others.
	11.2(53)	Intellectual Property Rights or IPR is • copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet

		domain names and website addresses and other rights in trade names, designs, know-how, trade secrets and other rights in Confidential Information, • applications for registration, and the right to apply for registration, for any of the rights listed in the first bullet point that are capable of being registered in any country or jurisdiction, • all other rights having equivalent or similar effect in any country or jurisdiction and • all or any goodwill relating or attached thereto.
	11.2(54)	Law is any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the *Contractor* is bound to comply under the *law of the contract*.
	11.2(55)	An Occasion of Tax Non-Compliance is • where any tax return of the *Contractor* submitted to a Relevant Tax Authority on or after 1 October 2012 is found on or after 1 April 2013 to be incorrect as a result of • a Relevant Tax Authority successfully challenging the *Contractor* under the General Anti-Abuse Rule or the • Halifax Abuse Principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle or • the failure of an avoidance scheme which the *Contractor* was involved in, and which was, or should have been, notified to a Relevant Tax Authority under DOTAS or any equivalent or similar regime and • where any tax return of the *Contractor* submitted to a Relevant Tax Authority on or after 1 October 2012 gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Contract Date or to a civil penalty for fraud or evasion.
	11.2(56)	Personal Data has the meaning given to it in the Data Protection Act 2018.
	11.2(57)	Prohibited Act is • to directly or indirectly offer, promise or give any person working for or engaged by the *Client* or other Contracting Body or any other public body a financial or other advantage to ○ induce that person to perform improperly a relevant function or activity, or

		○ reward that person for improper performance of a relevant function or activity, • to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this contract, • committing any offence ○ under the Bribery Act 2010 (or any legislation repealed or revoked by such Act), ○ under legislation or common law concerning fraudulent acts, or ○ defrauding, attempting to defraud or conspiring to defraud the *Client*, or • any activity, practice or conduct which would constitute one of the offences listed above if such activity, practice or conduct had been carried out in the UK.
	11.2(58)	Request for Information is a request for information or an apparent request under the Code of Practice on Access to government Information, FOIA or the Environmental Information Regulations.
	11.2(59)	Relevant Requirements are all applicable Laws relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010.
	11.2(60)	Relevant Tax Authority is HM Revenue & Customs, or, if applicable, a tax authority in the jurisdiction in which the *Contractor* is established.
	11.2(61)	Specified Perils are fire, lightning, explosion, storm, flood, escape of water from any water tank, apparatus or pipe, earthquake, aircraft and other aerial devices or articles dropped therefrom, riot and civil commotion, but excluding: • ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof, • pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds, and • any act of terrorism that is not within the insurances which the *Contractor* is required to provide under this contract.
Amendment to NEC ECC Clause 12.1	12.1	Delete the text of clause 12.1 and replace with the following: “In this contract, except where the context shows otherwise,

		• words in the singular also mean in the plural and the other way round, • references to a document include any revision made to it in accordance with this contract, • references to a statute or statutory instrument include any amendment or re-enactment of it from time to time and any subordinate legislation or code of practice made under it and • references to a standard include any current relevant standard that replaces it.”
Supplement to NEC ECC Clause 12		Insert new clauses 12.5–12.8 as follows:
	“12.5	The invalidity, illegality or unenforceability in whole or in part of any of the terms of this contract does not affect the validity of any other term or the remainder of any affected term.
	12.6	If the *Contractor* comprises two or more companies or other entities acting in joint venture, consortium, partnership, unincorporated grouping or otherwise, each such company or other entity is jointly and severally liable to the *Client* for the performance of all of the *Contractor's* obligations under this contract. The *Contractor* does not alter its composition or legal status without the prior consent of the *Client*. These companies or entities notify the *Client* of the identity of the company or entity who has authority to bind the *Contractor* and in the absence of such notification the *Client* is entitled to rely upon each such company or other entity as having authority to bind the *Contractor* and each of them.
	12.7	If there is any ambiguity or inconsistency in or between the documents comprising this contract, the priority of the documents is as set out in clause 3 of the Form of Agreement.
	12.8	Approval of, consent to or inspection of anything by or on behalf of the *Client, Project Manager* or *Supervisor* does not waive any of the *Client's* rights nor relieve the *Contractor* of any of its obligations under this contract or any related agreement or of any other duty the *Contractor* may have.”
Supplement to NEC ECC Clause 18		Insert new clause 18A as follows: **“Prevention of fraud and bribery**
	18A.1	The *Contractor* represents and warrants that neither it, nor to the best of its knowledge any Contractor Personnel, have at any time prior to the Contract Date • committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act or • been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government

		procurement programmes or contracts on the grounds of a Prohibited Act.
	18A.2	During the carrying out of the *works* the *Contractor* does not • commit a Prohibited Act and • do or suffer anything to be done which would cause the *Client* or any of the *Client*'s employees, consultants, contractors, sub-contractors or agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements.
	18A.3	In Providing the Works the *Contractor* • establishes, maintains and enforces, and requires that its Subcontractors establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Relevant Requirements and prevent the occurrence of a Prohibited Act, • keeps appropriate records of its compliance with this contract and makes such records available to the *Client* on request and • provides and maintains and where appropriate enforces an anti-bribery policy (which shall be disclosed to the *Client* on request) to prevent it and any *Contractor*'s people or any person acting on the *Contractor*'s behalf from committing a Prohibited Act.
	18A.4	The *Contractor* immediately notifies the *Client* in writing if it becomes aware of any breach of clause 18A.1, or has reason to believe that it has or any Contractor Personnel or Subcontractors have • been subject to an investigation or prosecution which relates to an alleged Prohibited Act, • been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act or • received a request or demand for any undue financial or other advantage of any kind in connection with the performance of this contract or otherwise suspects that any person or party directly or indirectly connected with this contract has committed or attempted to commit a Prohibited Act.
	18A.5	If the *Contractor* makes a notification to the *Client* pursuant to clause 18A.4, the *Contractor* responds promptly to the *Client*'s enquiries, co-operates with any investigation, and allows the *Client* to audit any books, records and/or any other relevant documentation in accordance with this contract.

	18A.6	If the *Contractor* breaches Clause 18A.3, the *Client* may by notice require the *Contractor* to remove from carrying out the *works* any person whose acts or omissions have caused the *Contractor*'s breach."
Additional Clause 19A	19A	Insert new Clause 19A as follows: "**Admittance to Site**
	19A.1	The *Contractor* submits to the *Project Manager* details of people who are to be employed by it and its Subcontractors in Providing the Works. The details include a list of names and addresses, the capabilities in which they are employed, and other information required by the *Project Manager*.
	19A.2	The *Project Manager* may instruct the *Contractor* to take measures to prevent unauthorised persons being admitted to the Site.
	19A.3	Employees of the *Contractor* and its Subcontractors are to carry a *Client*'s pass and comply with all conduct requirements from the *Client* whilst they are on the parts of the Site identified in the Scope.
	19A.4	The *Contractor* submits to the *Project Manager* for acceptance a list of the names of the people for whom passes are required. On acceptance, the *Project Manager* issues the passes to the *Contractor*. Each pass is returned to the *Project Manager* when the person no longer requires access to that part of the Site or after the *Project Manager* has given notice that the person is not to be admitted to the Site.
	19A.5	The *Contractor* does not take photographs of the Site or of work carried out in connection with the *works* unless it has obtained the acceptance of the *Project Manager*.
	19A.6	The *Contractor* takes the measures needed to prevent Contractor Personnel and Subcontractors taking, publishing or otherwise circulating such photographs."

Supplement to NEC ECC Clause 20	20.5	Insert new clause 20.5 as follows:
		
		"The *Contractor* Provides the Works:
		
		• in a proper and workmanlike manner, and
		
		• in compliance with
		
		  ○ the applicable terms of the Framework Contract,
		
		  ○ applicable Law, and
		
		  ○ any regulation, bye-law, permission or approval of any local authority or statutory undertaker having jurisdiction in relation to the *works* or with whose systems the *works* are, or are to be, connected."

Supplement to NEC ECC Clause 22	22	Delete clause 22.
Amendment to NEC ECC Clause 26	26.3	In clause 26.3, and the following new bullet points after the fourth bullet point: "• the terms and conditions are unduly disadvantageous to the Subcontractor, or • they do not allow the *Contractor* to obtain for the *Client* the title and other rights required by clause X9."
Supplement to NEC ECC Clause 26	26.5	Insert new clause 26.5 as follows: "**Small and Medium Sized Enterprises (SMEs**) The *Contractor* is required to take all reasonable steps to engage SMEs as Subcontractors and to seek to ensure that no less than the percentage of Subcontractors stated in the Contractor's Tender are SMEs or that a similar proportion of the Defined Cost is undertaken by SMEs. The *Contractor* is required to report to the *Client* in its regular contract management monthly reporting cycle the numbers of SMEs engaged as Subcontractors and the value of the Defined Cost that has been undertaken by SMEs. Where available, the *Contractor* is required to tender its Subcontracts using the same online electronic portal as was provided by the *Client* for the purposes of tendering this contract. The *Contractor* is to ensure that the terms and conditions used to engage Subcontractors are no less favourable than those of this contract."
Supplement to NEC ECC Clause 26	26.6	Insert new clause 26.6 as follows: "**Apprenticeships** The *Contractor* takes all reasonable steps to employ apprentices, and reports to the *Client* the numbers of apprentices employed and the wider skills training provided, during the delivery of the *works*. The *Contractor* takes all reasonable steps to ensure that no less than the proportion of its employees and/or other Contractor Personnel stated in the Contractor's Tender are on formal apprenticeship programmes or that a similar proportion of hours worked in Providing the Works (which may include support staff and Subcontractors) are provided by people on formal apprenticeship programmes. The *Contractor* makes available to Contractor Personnel and Subcontractors working on the contract, information about the Government's Apprenticeship programme and wider skills opportunities. The *Contractor* provides any further skills training opportunities that are appropriate for its people engaged in Providing the Works.

		The *Contractor* provides a report detailing the following measures in its regular contract management monthly reporting cycle and is prepared to discuss apprenticeships at its regular meetings with the *Project Manager* • the number of people during the reporting period employed on the contract, including support staff and Subcontractors, • the number of apprentices and number of new starts on apprenticeships directly initiated through this contract, • the percentage of all people taking part in an apprenticeship programme, • if applicable, an explanation from the *Contractor* as to why it is not managing to meet the specified percentage target, • actions being taken to improve the take up of apprenticeships and • other training/skills development being undertaken by people in relation to this contract, including: (a) work experience placements for 14 to 16 year olds, (b) work experience /work trial placements for other ages, (c) student sandwich/gap year placements, (d) graduate placements, (e) vocational training, (f) basic skills training and (g) on site training provision / facilities.”
Supplement to NEC ECC Clause 26	26.7	Insert new clause 26.7 as follows: “**Social value** The *Contractor* complies with social value related commitments made in the Contractor’s Tender and reports on progress against those commitments and associated outcomes as reasonably required by the *Client* or *Project Manager* from time to time.”
Supplement to NEC ECC Clause 27	27.5	Insert new clause 27.5 as follows: “The *Contractor* does not use or specify for use in relation to the *works* and does not authorise or approve the specification or use by Others of any products or materials not in conformity (or which incorporate substances which are not in conformity) with relevant British Standards or Codes of Practice or which at the time of specification or use are widely known to builders or designers of the relevant discipline within the construction industry to be dangerous or hazardous to health and safety or deleterious to the integrity or durability of buildings, other structures and/or finishes in the particular circumstances in which they are used or which are otherwise not in accordance with applicable Law and/or the guidelines contained in the

		current edition of the publication 'Good Practice in the Selection of Construction Materials' published by The British Council for Offices."
Supplement to NEC ECC Clause 27	28.1	Delete the text of clause 28.1 and replace with the following: "The *Client* may assign, charge or otherwise transfer the benefit of the contract or any right under it at any time on two occasions without the consent of the *Contractor*. The *Contractor* does not assign, charge or otherwise transfer the contract, the benefit of it or any right under it without the prior written consent of the Client."
Supplement to NEC ECC Clause 29		Insert new clauses 29.3–29.8 as follows: **"Freedom of Information**
	29.3	The *Contractor* acknowledges that unless the *Project Manager* has notified the *Contractor* that the *Client* is exempt from the provisions of the FOIA, the *Client* is subject to the requirements of the Code of Practice on Government Information, the FOIA and the Environmental Information Regulations. The *Contractor* cooperates with and assists the *Client* so as to enable the *Client* to comply with its information disclosure obligations.
	29.4	The *Contractor* • transfers to the *Project Manager* all Requests for Information that it receives as soon as practicable and in any event within two working days of receiving a Request for Information, • provides the *Project Manager* with a copy of all information in its possession, or power in the form that the *Project Manager* requires within five working days (or such other period as the *Project Manager* may specify) of the *Project Manager*'s request, • provides all necessary assistance as reasonably requested by the *Project Manager* to enable the *Client* to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations and • procures that its Subcontractors do likewise.
	29.5	The *Client* is responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the provisions of the Code of Practice on Government Information, FOIA or the Environmental Information Regulations.
	29.6	The *Contractor* does not respond directly to a Request for Information unless authorised to do so by the *Project Manager.*
	29.7	The *Contractor* acknowledges that the *Client* may, acting in accordance with the Department of Constitutional Affairs' Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of information Act 2000, be obliged to disclose information

		without consulting or obtaining consent from the *Contractor* or despite the *Contractor* having expressed negative views when consulted.
	29.8	The *Contractor* ensures that all information is retained for disclosure throughout the *period for retention* and permits the *Project Manager* to inspect such records as and when reasonably requested from time to time.”
Supplement to NEC ECC Clause 29		Insert new clauses 29.9–29.17 as follows: **“Confidentiality and Information Sharing**
	29.9	Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this contract, each Party shall • treat the other Party's Confidential Information as confidential and safeguard it accordingly, • not disclose the other Party's Confidential Information to any other person without prior written consent, • immediately notify the other Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information and • notify the Serious Fraud Office where the Party has reasonable grounds to believe that the other Party is involved in activity that may be a criminal offence under the Bribery Act 2010.
	29.10	The clause above shall not apply to the extent that • such disclosure is a requirement of the Law placed upon the party making the disclosure, including any requirements for disclosure under the FOIA or the Environmental Information Regulations pursuant to clauses 29.3–29.8 (Freedom of Information), • such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner, • such information was obtained from a third party without obligation of confidentiality, • such information was already in the public domain at the time of disclosure otherwise than by a breach of this contract or • it is independently developed without access to the other party's Confidential Information.
	29.11	The *Contractor* may only disclose the Client’s Confidential Information to the people who are directly involved in Providing the Works and who need to know the information, and shall ensure that such people are aware of and shall comply with these obligations as to confidentiality.

		The *Contractor* shall not, and shall procure that the Contractor Personnel do not, use any of the Client's Confidential Information received otherwise than for the purposes of this contract.
	29.12	The *Contractor* may only disclose the Client's Confidential Information to Contractor Personnel who need to know the information, and shall ensure that such Contractor Personnel are aware of, acknowledge the importance of, and comply with these obligations as to confidentiality. In the event that any default, act or omission of any Contractor Personnel causes or contributes (or could cause or contribute) to the *Contractor* breaching its obligations as to confidentiality under or in connection with this contract, the *Contractor* shall take such action as may be appropriate in the circumstances, including the use of disciplinary procedures in serious cases. To the fullest extent permitted by its own obligations of confidentiality to any Contractor Personnel, the *Contractor* shall provide such evidence to the *Client* as the *Client* may reasonably require (though not so as to risk compromising or prejudicing the case) to demonstrate that the *Contractor* is taking appropriate steps to comply with this clause, including copies of any written communications to and/or from Contractor Personnel, and any minutes of meetings and any other records which provide an audit trail of any discussions or exchanges with Contractor Personnel in connection with obligations as to confidentiality.
	29.13	At the written request of the *Client*, the *Contractor* shall procure that those Contractor Personnel identified in the *Client*'s request sign a confidentiality undertaking prior to commencing any work in accordance with this contract.
	29.14	Nothing in this contract shall prevent the *Client* from disclosing the Contractor's Confidential Information • to any Crown Body or any other Contracting Bodies. All Crown Bodies or Contracting Bodies receiving such Confidential Information shall be entitled to further disclose the Confidential Information to other Crown Bodies or other Contracting Bodies on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any Crown Body or any Contracting Body, • to a professional adviser, contractor, consultant, supplier or other person engaged by the *Client* or any Crown Body (including any benchmarking organisation) for any purpose connected with this contract, or any person conducting an Office of Government Commerce Gateway Review, • to the extent required for the *Client* to comply with PPN 01/23 and the attached 'Guidance on transparency requirements for publishing on Contracts Finder' (or any similar requirements that supersede, replace or extend the same), • for the purpose of the examination and certification of the *Client*'s accounts,

		• for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the *Client* has used its resources, • for the purpose of the exercise of its rights under this contract or • to a proposed successor body of the *Client* in connection with any assignment, novation or disposal of any of its rights, obligations or liabilities under this contract, and for the purposes of the foregoing, disclosure of the Contractor's Confidential Information shall be on a confidential basis and subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the *Client* under this clause 29.14.
	29.15	The *Client* shall use all reasonable endeavours to ensure that any government department, Contracting Body, people, third party or subcontractor to whom the Contractor's Confidential Information is disclosed pursuant to the above clause is made aware of the *Client's* obligations of confidentiality.
	29.16	Nothing in this clause shall prevent either party from using any techniques, ideas or know-how gained during the performance of the contract in the course of its normal business to the extent that this use does not result in a disclosure of the other party's Confidential Information or an infringement of IPR.
	29.17	The *Client* may disclose the Contractor's Confidential Information • to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement, or • to the extent that the *Client* (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions."
Supplement to NEC ECC Clause 29		Insert new clauses 29.18–29.19 as follows: **"Tax Compliance**
	29.18	The *Contractor* represents and warrants that at the Contract Date, it has notified the *Client* in writing of any Occasions of Tax Non-Compliance or any litigation that it is involved in that is in connection with any Occasions of Tax Non-Compliance.
	29.19	If, at any point prior to the *defects date*, an Occasion of Tax Non-Compliance occurs, the *Contractor* shall • notify the *Client* in writing of such fact within 5 days of its occurrence and • promptly provide to the *Client* ○ details of the steps which the *Contractor* is taking to address the Occasions of Tax Non-Compliance and to

		prevent the same from recurring, together with any mitigating factors that it considers relevant and ○ such other information in relation to the Occasion of Tax Non-Compliance as the *Client* may reasonably require."
Supplement to NEC ECC Clause 29	29.20	Insert new clause 29.20 as follows: **"Security Requirements** The *Contractor* complies, and procures the compliance of the Contractor Personnel, with • the security requirements and procedures (including as to security clearances required by Contractor Personnel) set out in the Scope and • any security policy notified to the *Contractor* by the *Client* or *Project Manager* in sufficient time as is reasonable to allow the *Contractor* to take such further security policies into account."
Amendment to NEC ECC Clause 33	33.1	In clause 33.1, delete the words "The *Client* allows" and replace with the following: "Subject to the work permit arrangements in respect of the Early Works detailed in the Scope, the *Client* allows"
Amendment to NEC ECC Clause 50	50.3	Insert the following at the end of clause 50.3: "The amount due does not include the *Contractor's* share of any amount by which the Price for Work Done to Date exceeds the total of the Prices."
Supplement to NEC ECC Clause 50		Insert new clause 57 as follows: **"Fair Payment**
	57.1	The *Contractor* assesses the amount due to a Subcontractor without taking into account the amount certified by the *Project Manager*.
	57.2	The *Contractor* includes in the contract with each Subcontractor • a period for payment of the amount due to the Subcontractor not greater than 5 days after the final date for payment in this contract. The amount due includes, but is not limited to, payment for work which the Subcontractor has completed from the previous assessment date up to the current assessment date in this contract, • a provision requiring the Subcontractor to include in each subsubcontract the same requirement (including this requirement to flow down, except that the period for payment is to be not greater than 9 days after the final date for payment in this contract) and

		• a provision requiring the Subcontractor to assess the amount due to a subsubcontractor without taking into account the amount paid by the *Contractor*.”
Amendment to NEC ECC Clause 60	60.1	In clause 60.1, after the words “compensation events”, insert the following: “to the extent (save in respect of the event described at clause 60.1(22)) that they do not result from any negligence, error, omission or default of the *Contractor* or any Contractor Personnel”
	60.1(22)	Insert new clause 60.1(22) as follows: “A Specified Peril causes loss of or damage to the *works*, Plant or Materials or existing structures or their contents.”
	60.1(23)	Insert new clause 60.1(23) as follows: “The use or threat of terrorism and/or the activities of the relevant authorities in dealing with such event or threat.”
Supplement to NEC ECC Clause 60	60.4	Insert new clause 60.4 as follows: “Notwithstanding any other provision of this contract, the *Contractor* is not entitled to a change in the Prices, and no additional sums shall become due, as a result of a compensation event under clause 60.1(22). The *Contractor* is not entitled to a change to the Completion Date or any Key Dates in respect of the first 10 days of any delay caused by a compensation event under clause 60.1(22).”
Amendment to NEC ECC Clause 61	61.4	In the third bullet point, after the words “fault of the *Contractor*” insert the words “(save in respect of a compensation event under clause 60.1(22))”.
Amendment to NEC ECC Clause 63	63.13	Delete clause 63.13 and replace with the following: “If the effect of a compensation event is to reduce the total Defined Cost and the event is a change to the Scope provided by the *Client,* which the *Contractor* proposed and the *Project Manager* accepted: • the Prices for the Early Works are reduced by an amount calculated by multiplying the assessed effect of the compensation event by the *value engineering percentage*, and • the Prices for other *works* are not reduced.”
Amendment to NEC ECC Clause 70		Delete clause 70 and replace with the following: "***Client's* title to Plant and Materials**
	70.1	The value of Plant and Materials outside the Working Areas is excluded from the Price for Work Done to Date unless

		• the *Contractor* demonstrates to the satisfaction of the *Project Manager* that the *Contractor* has unencumbered title to the Plant and Materials, • the Plant and Materials is stored separately and is clearly and visibly marked as for the *Client* and this contract, • the Plant and Materials is adequately protected against water, theft, vandalism and other casualties, and • the Plant and Materials is insured against loss or damage while stored or in transit to the Working Areas for its full reinstatement value under a policy of insurance protecting the interests of the Parties in respect of the usual insured risks for the period until it is brought within the Working Areas.
	70.2	Where the value of Plant and Materials outside the Working Areas is included in the Price for Work Done to Date • the *Contractor's* title in the Plant and Materials passes to the *Client*, • the *Contractor* does not remove it from where it is stored except for use on the *works* and • the risk of loss or damage to the Plant and Materials remains with the *Contractor*.
	70.3	The value of Plant and Materials within the Working Areas is excluded from the Price for Work Done to Date unless • title in the Plant and Materials has already passed to the *Client* under clause 70.2 or • the *Contractor* demonstrates to the satisfaction of the *Project Manager* that the *Contractor* has unencumbered title in the Plant and Materials.
	70.4	The *Contractor's* title in Plant and Materials passes to the *Client* when its value is included in the Price for Work Done to Date, but (subject to clause 80.1) the risk of loss or damage to the Plant and Materials remains with the *Contractor*.
	70.5	The *Contractor* does not remove Plant and Materials within the Working Areas from where it is stored except for use on the *works* or with the *Project Manager's* permission.
	70.6	The title to Plant and Materials passes back to the *Contractor* if it is removed from the Working Areas with the *Project Manager's* permission.
	70.7	The *Contractor* permits and provides access for the *Project Manager* and/or *Supervisor* to inspect and/or mark as for the *Client* any Plant and Materials.”

Amendment to NEC ECC Clause 80	80.1	In the fifth bullet point, first sub-bullet point, after the word “insurrection” insert the words “terrorism, asbestos, nuclear risks, sonic bang”.
Amendment to NEC ECC Clause 90	90.2	In the Termination Table at clause 90.2, in the last column of the table, delete the words “and A4” in the fourth row.
Amendment to NEC ECC Clause 91	91.1	In clause 91.1, in the twelfth bullet point (R10) insert the following after the word “creditors”: “or a moratorium is declared in relation to its indebtedness or any other corporate action, legal proceedings, procedure or step is taken in relation to: • the suspension of payments, a moratorium, or any indebtedness, winding up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of it other than a solvent liquidation or reorganisation, • a composition, compromise, assignment or arrangement with any of its creditors, or • the appointment of a liquidator, supervisor, compulsory manager, trustee or similar officer, or any of the persons referred to in this clause, in respect of it or any of its assets.”
	91.8	Delete the text of clause 91.8 and replace with the following: “The *Client* may terminate if • if the *Contractor* breaches clauses 18A.1, 18A.2 or 18A.4 (Prevention of fraud or bribery), • if the *Contractor* or any Contractor Personnel disclose any Client’s Confidential Information in breach of clauses 29.9 to 29.12 (Confidentiality and Information Sharing), • if the *Contractor* breaches clauses 29.18 or 29.19 (Tax Compliance), • in the circumstances set out in clause Z4.6 (Modern Slavery), or • in the circumstances set out in Schedule 8 paragraph 2.4 (Cyber Essentials). (R22).”
Amendment to NEC ECC Clause 93	93.2	In clause 93.2, delete from “A4” to the end of clause 93.2.
	93.4	Delete the text of clause 93.4 and replace with the following: “If there is a termination, after certifying termination the *Project Manager* • assesses the *Contractor’s* share in respect of

		○ any work done in Stage One unless termination occurs during Stage One, and ○ any work done in Stage Two, and • does not assess the *Contractor's* share in respect of the Early Works. The assessment uses as the Price for Work Done to Date the total of the Defined Cost which the *Contractor* has paid, and which it is committed to pay for work done before termination, for Stage One and Stage Two work. The assessment uses as the total of the Prices • the lump sum price for each activity in Stage One and Stage Two which has been completed and • a proportion of the lump sum price for each incomplete activity in Stage Two which is the proportion of the work in the activity which has been completed."
Amendment to NEC ECC Option X4	X4.1	In clause X4.1, delete the word "ultimate".
	X4.2	Delete clause X4.2.
Amendment to NEC ECC Option X9	X9	Delete clause X9 and replace with the following: **"Intellectual Property Rights**
	X9.1	The *Contractor* grants to the *Client* an irrevocable, royalty-free, non-exclusive licence to use and reproduce the Documents and all Intellectual Property Rights in the Documents for any and all purposes connected with the design and construction (including by Others), use, maintenance, alteration or demolition of the *works* together with the right for the *Client* to • grant sub-licences and/or • assign, novate or otherwise transfer its rights and obligations under the licence to a Crown Body or to any body (including any private sector body) which performs or carries on any functions and/or activities that previously had been performed and/or carried on by the *Client*. The *Contractor* is not liable for any use by the *Client* of the Documents for any purpose other than that for which the Documents were originally prepared.
	X9.2	The *Contractor* irrevocably waives any moral rights in the Documents to which it is or may be entitled under the Copyright Designs and Patents Act 1988 and obtains an equivalent waiver from all Subcontractors.
	X9.3	The *Contractor* does not grant (unless authorised by the *Client*) and warrants to the *Client* that it has not granted any rights to any third party to use or otherwise exploit the Documents.

	X9.4	The *Contractor* supplies copies of the Documents to the *Project Manager* and to the *Client*'s other contractors and consultants for no additional fee to the extent necessary to enable them to discharge their respective functions in relation to this contract or related works.
	X9.5	After the termination or conclusion of the *Contractor*'s employment under this contract, the *Contractor* supplies the *Project Manager* with copies and/or computer discs of such of the Documents as the *Project Manager* may from time to time request and the *Client* pays the *Contractor*'s reasonable costs for producing such copies or discs.
	X9.6	In carrying out the *works* the *Contractor* does not infringe any Intellectual Property Rights of any third party. The *Contractor* indemnifies the *Client* against liability, claims, proceedings, damages, compensation and costs arising from an infringement or alleged infringement of the Intellectual Property Rights of any third party."
Amendment to NEC ECC Option X10	X10.7	In clauses X10.7(2) and (3), delete the words "the skill and care normally used by professionals providing information similar to the Project Information" and replace with the words "Good Industry Practice".
Amendment to NEC ECC Option X11	X11.2	In clause X11.2, delete the words "and A4".
Amendment to NEC ECC Option X15	X15.1	In clause X15.1, delete the words "the skill and care normally used by professionals designing works similar to the *works*" and replace with "Good Industry Practice".
	X15.5	Delete the text of clause X15.5 and replace with the following: "The *Contractor* maintains professional indemnity insurance cover with a reputable insurance company with a limit of indemnity not less than that stated in the Contract Data and without any unusual exclusions or limitations, from the commencement of the performance of the *works* until 6 years from Completion of the whole of the *works* (provided that such insurance is generally available in the market at commercially reasonable rates). Such insurance covers the *Contractor's* liabilities and obligations in connection with the design of the *works* undertaken by the *Contractor*. As and when required to do so by the *Client*, the *Contractor* provides a certificate signed by the *Contractor's* insurer or insurance broker which states that the required insurance required is in force. The *Contractor* immediately notifies the *Client* in writing if it ceases to carry the insurance cover required by this clause X15.5 so that the parties may discuss the best means of protecting their respective interests."
Amendment to NEC ECC Option X18	X18.4	Delete clause X18.4.
Amendment to NEC ECC Option X22	X22.3	Delete the following: • Clause X22.1(2)

		• Clause X22.2(5) • Clause X22.3(9) • The second bullet point under clause X22.5(2) • The second and third bullet points under clause X22.5(4) • Clause X22.6 • Clause X22.7 In clause X22.3(1), delete the words "Project Cost" and replace with "Defined Cost".
Further Additional Clauses	Z2	Insert new clause Z2 as follows: **"UK GDPR** The *Client* and the *Contractor* shall comply with the provisions of Schedule 7."
	Z3	Insert new clause Z3 as follows: **"Cyber Essentials** The *Client* and the *Contractor* shall comply with the provisions of Schedule 8."
	Z4	Insert new clause Z4 as follows: **"Modern Slavery**
	Z4.1	The *Contractor* complies, and procures that Subcontractors comply, with • the Modern Slavery Act 2015 ("Slavery Act"), and • the *Client's* anti-slavery policy as provided to the *Contractor* from time to time ("Anti-Slavery Policy").
	Z4.2	The *Contractor* • implements due diligence procedures for its Subcontractors and other participants in its supply chains, to ensure that there is no slavery or trafficking in its supply chains, • responds promptly to all slavery and trafficking due diligence questionnaires issued to it by the *Client* from time to time and ensures that its responses to all such questionnaires are complete and accurate, • maintains a complete set of records to trace the supply chain of all works and services provided to the *Client* regarding the contract, and • implements a system of training for its employees to ensure compliance with the Slavery Act.

	Z4.3	The *Contractor* represents, warrants and undertakes at all times until the *defects date* that
		• it conducts its business in a manner consistent with all applicable laws, regulations and codes including the Slavery Act and all analogous legislation in place in any part of the world,
		• its responses to all slavery and trafficking due diligence questionnaires issued to it by the *Client* from time to time are complete and accurate, and
		• neither the *Contractor* nor any Subcontractor, nor any other persons associated with it
		  ○ has been convicted of any offence involving slavery and trafficking, or
		  ○ has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence regarding slavery and trafficking.

	Z4.4	The *Contractor* shall notifies the *Client* as soon as it becomes aware of • any breach, or potential breach, of the Anti-Slavery Policy, or • any actual or suspected slavery or trafficking in a supply chain which relates to the contract.
	Z4.5	If the *Contractor* notifies the *Client* pursuant to clause Z4.4, it responds promptly to the *Client's* enquiries, co-operates with any investigation, and allows the *Client* to audit any books, records and/or any other relevant documentation in accordance with the contract.
	Z4.6	If the *Contractor* breaches clauses Z3.2 or Z3.3, the *Client* may by notice • require the *Contractor* to remove from performance of the contract any Subcontractor, Contractor Personnel or other persons associated with it whose acts or omissions have caused the breach, or • immediately terminate the contract."
	Z5	Insert new clause Z5 as follows: **"Procurement of steel**
	Z5.1	In relation to the purchase of steel products, the *Contractor* agrees to: • record the steel product type data, which constitutes the description of the steel purchased under one of the categories below (e.g. Flat Rolled Steel Products, Steel Plate etc): ○ Flat Rolled Steel Product: Products commonly referred to as hot and cold rolled coil, sheet, and strip, including those clad, plated, and galvanised. This will include

		products such as coated steel building panels, tinmill steel, or corrugated sheeting ○ Steel Plate: Products often referred to as heavy or quarto plate, and typically of flat rolled steels exceeding 10mm in thickness ○ Sections and Shapes: Products commonly referred to as beams, columns, bearing piles, flange channels, bulb flats, and angles ○ Reinforcing Bar: Products commonly referred to as rebar, whether in rod, coils, or products suitable for mesh ○ Other Bars and Rods: Wide range of other steel mill products commonly referred to as wire rod, merchant bar, bright bar, black bar ○ Tubes/Pipes/Hollow Sections: Steel products commonly referred to as hollow sections/profiles, welded tube, seamless tube, pipes, hollow sections ○ Wire: steel products commonly referred to as wire or strand, produced though the drawing of rod to produce wire of varying diameters. This would include construction products such as pre-stressed wire, and those coated and plated ○ Rail: Railway or tramway track construction material of iron or steel, including grooved rail. (Note: This would not include products such as switch blades, point rods, sleepers, rail clips, crossing frogs) ○ Sheet Piling: Sheet piling made from assembled elements; welded angles, shapes, and sections • record the steel quantity data, which constitutes the amount of steel in tonnes, • record the steel origin data, which constitutes the country in which the steel was produced as set out in Inspection Certificate (EN10204 Type 3.1) attached to the steel purchased, and whether this is also where the steel was melted and poured according to the Certificate, and • report the steel product type data, steel quantity data, and steel origin data to the *Client*, using the template provided, within ten weeks of the end of the financial year in which the contract was placed.
	Z5.2	In the event that the *Contractor* is not purchasing the steel directly, it remains responsible for recording and reporting the steel product type data, the steel quantity data, and the steel origin data to the *Client*, as per clause Z5.1. The *Contractor* makes all necessary arrangements with its Subcontractors to facilitate this.”

	Z6	Insert new clause Z6 as follows: “The *Contractor* complies with all commitments made in the Contractor’s Tender.”

Schedule 3
Contract Data Part Two

The Contract Data Part Two (data provided by the *Contractor*) is as follows:

CONTRACT DATA PART TWO – DATA PROVIDED BY THE *CONTRACTOR*

Completion of the data in full, according to the Options chosen, is essential to create a complete contract.

1 General

The *Contractor* is	
Name	ISG Retail Limited
Address for communications	Boleyn House, St Augustine's Business Park, Whitstable, Kent, CT5 2QJ
Address for electronic communications	[redacted]

The *fee percentage* for Stage One work is	[redacted]
The *fee percentage* for Early Works and Stage Two work is	
The *working areas* are	
The *key persons* are	
Name (1)	[redacted]
Job	
Responsibilities	
Qualifications	
Experience	

Name (2)	[redacted]
Job	
Responsibilities	Commercial lead for the project
Qualifications	[redacted]
Experience	

The following matters will be included in the Early Warning Register

N/A

2 The *Contractor's* main responsibilities

If the *Contractor* is to provide Scope for its design	The Scope provided by the *Contractor* for its design is in	N/A

3 Time

If programme is to be identified in the Contract Data	The programme identified in the Contract Data is	N/A

5 Payment

If Option C is used	The *Activity Schedule* is	in Schedule 6
If Option C is used	The tendered total of the Prices is	[redacted]

Resolving and avoiding disputes

The *Senior Representatives* of the *Contractor* are:

If Option W2 is used	Name (1)	[redacted]
	Address for communications	
	Address electronic communications	
	Name (1)	
	Address for communications	
	Address electronic communications	

X10 Information modelling

If Option X10 is used		
If an *information execution plan* is to be identified in the Contract Data	The *information execution plan* identified in the Contract Data is	N/A

X22 Early *Contractor* involvement

If Option X22 is used	The Stage One *key persons* are	
	Name (1)	[redacted]
	Job	ISG accountable person for the project

Responsibilities	[redacted]
Qualifications	
Experience	
Name (2)	
Job	
Responsibilities	
Qualifications	
Experience	

The Pricing Information is in Schedule 6

Data for the Schedule of Cost Components

The listed items of Equipment purchased for work on the contract, with an on cost charge, are

Equipment	time-related on cost charge	per time period
N/A		

The rates for special Equipment are

Equipment	rate
N/A	

The rates for Defined Cost of manufacture and fabrication outside the Workings Areas by the *Contractor* are

category of person	rate
N/A	

The rates for Defined Cost of design outside the Working Areas are

category of person	rate
N/A	

The categories of design people whose travelling expenses to and from the Working Areas are included as a cost of design of the *works* and Equipment done outside the Working Areas are

N/A

Schedule 4
Scope

Schedule 4 – Scope

1. Project Overview

Following the publication of the Border Target Operating Model (TOM) by the Cabinet Office, the Department of Environment, Food & Rural Affairs (Defra) Defra are seeking to re-development of the Defra Border Control Post (BCP) in Sevington, Kent.

This facility will provide state of the art and best in class Sanitary & Phytosanitary (SPS) protection for the United Kingdom Food and Agricultural industries for imported foods, plant products and animals from the European Union.

2. Scope of Work Summary

- Shed A- Retain for inspection of Product of Animal Origin (POAO)
- Shed B- Convert part from POAO inspection to Plant and Plant Products
- Shed C- Convert from Plant and Plant Products to Small Animal inspection
- Shed D- Convert from Plant and Plant Products to Equine inspection
- Shed E -Remove Equine and convert to Livestock inspection
- Driver welfare facilities – Shed A
- Driver welfare facilities – Shed C & E
- External Works including canopies.

3. Scope Stages

- **Early Works** - Sheds A & B - Product of Animal Origin (POAO) and Plant & Plant Product (P&PP): works execution.
- **Stage One - Design of Works** - Sheds C, D & E - Live Animals: conclusion of technical design, execution of works, existing building legacy works and snagging.
- **Stage Two - Delivery of Works**- Sheds C, D & E - Live Animals: execution of works, existing building legacy works and snagging, associated driver welfare and all external works.

Items of work to be included within Sheds A & B (Enabling Works).

1. Installation of hygienic ceiling to Shed A, high bay area plus associated MEP adaptations.
2. Supply and installation of stainless steel stands for file cabinets/lockers.
3. Mods to existing deep trough sinks taps, to provide elbow control taps.
4. Sheds A&B supply and fix standalone steriliser units.
5. Supply and installation of standalone temporary welfare unit.
6. Mods to existing rainwater pipes – South elevation Sheds A&B facing Apron.

4. **Key Milestones**
    - **Early Works** – Sheds A & B
        - Completion - **27/02/2024**
    - **Stage One** – Sheds C, D, & E
        - RIBA 4a Complete – **22/02/2024**
    - **Stage Two Works** – Sheds C, D, & E
        - Complete - **23/08/2024**

- The **Completion Date** - **23/08/2024**
- Defect Period – 52 weeks post completion

5. **Programme Information**

- A Proposed Project Programme is included in Employer's Information folder.

6. **Insurances**

- Professional Indemnity
- Employers Liability
- Public Liability

7. **Security/Permits to Access**

- All project staff must have Baseline Personnel Security Standard (BPSS) clearance. Names and BPSS numbers must be provided to Defra before mobilisation.
- Sheds A & B:
    - Defra controlled work permits access system. Coordination meetings with End Users to be held on site every Tuesday and Friday at 09:00.
    - Visitors during the execution of the works to be escorted by Defra.
- Sheds C, D & E: Contractor's CDM controlled area, work permits access system.
- During all stages of the project, no authorised access will result in an immediate dismissal off the site. Refer to the site constraints plan.

8. **RIBA Stages**

Defra have commissioned a design team to design this project up to RIBA Stage 4a.

Defra's preference is to keep the design team client side except the Architect who can be novated during 4b. .

9. **Procurement Strategy**

This contract is to appoint a single contractor who will provide both the required design services and works as needed to deliver RIBA stages 4 to 7 as set out in this document and its annexes.

10. Public Procurement & National Procurement Strategy

Contractors are required, throughout the life of the contract, to deliver the contract in accordance with the relevant Procurement policy notes and the National Procurement Policy Statement

Specifically,

- Steel

  https://www.gov.uk/government/publications/ppn-0423-procuring-steel-in-government-contracts

- Modern Slavery

  https://www.gov.uk/government/publications/ppn-0223-tackling-modern-slavery-in-government-supply-chains

- Carbon Reduction - https://www.gov.uk/government/publications/procurement-policy-note-0621-taking-account-of-carbon-reduction-plans-in-the-procurement-of-major-government-contracts

- Supply Chain Visibility https://www.gov.uk/government/publications/procurement-policy-note-0118-supply-chain-visibility

- 25-year plan

  assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/693158/25-year-environment-plan.pdf

- Armed Forces Covenant
  Microsoft Word - 16 06 23 Armed Forces PPN .docx (publishing.service.gov.uk)

11. Subcontractors

Contractors are permitted to use subcontractors to deliver the various services and works that make up this contract.

Where subcontracts are procured post the award of the contract, Contractors are required to carry out a fair and transparent competition for the appointment of those contracts where they exceed a value to be agreed with Defra during the Stage One design process.

The contractor will be responsible for the performance of any sub-contractors appointed for them, regardless of an input from Defra in the review of any competed works packages.

12. Contract Pricing

Defra is seeking pricing for inclusion in the contract in accordance with the following

- **Early Works** - Sheds A & B, plus Driver Welfare Shed A – **Lump Sum** - with any changes needed managed in accordance with the contract
- **Stage One - Design of Works** - Sheds C, D & E, plus Driver Welfare Shed C & E and external works – **Fee Percentage** - with any changes needed managed in accordance with the contract
- **Stage Two - Delivery of Works**- Sheds C, D & E, plus Driver Welfare Shed C & E and external works – **Fee Percentage.** with any changes needed managed in accordance with the contract. However
- The values will be fixed and not subject to any option to adjust (subject only to compensation events)

Defra is seeking pricing for the following as an indicative affordability assessment.

- **Stage One – Design of Works** – Sheds C, D & E – **estimate of Defined Cost** to complete
- **Stage Two - Delivery of Works** - Sheds C, D & E – **Target Price** (excluding Defined Cost and Fee Percentage)

Defra will, during Stage One, work with the contractor to finalise the design for Stage Two and finalise the target price for this design. This price may then be instructed under and be managed in accordance with the contract.

None of the above are to include any inflation adjustment

[redacted]

13. Social Value

Defra, as a central government organisation, is committed to delivering social value (as defined by the Public Services (Social Value) Act 2012 through all of its contracts.

In accordance with PPN 06/20, Defra have adopted the Social Value Model as a means of delivering its social value objectives.

Further detail regarding the Social Value Model is available at the following

PPN 06_20 Taking Account of Social Value in the Award of Central Government Contracts (3) (publishing.service.gov.uk)

Defra have adopted

Theme 2 -Tackling Economic Inequality

Theme 3 - Fighting Climate Change

All commitments made must be SMART and “related to the subject matter of the contract” and proportionate to the contract value. These commitments will be contractualised.

14. **Project Consents**
    The contractor to obtain a statutory building control certificate before practical completion.

15. **Tender Response**
    The contractor to comply with their commitments made within the tender return.

16. **Employer requirements**

    The design package included within the contract takes precedence over contractor ‘s design proposals.

Further Tender documents complementing the scope

Annex 1

RIBA Stage 1 Report - refer to Employer’s Information folder

Annex 2

EOI v.3 - refer to Employer’s Information folder

Annex 3

Sevington Constraints Plan - refer to Employer’s Information folder

Annex 4

Early Warning Register - refer to Employer’s Information folder

Annex 5

Current Draft Indicative Programme (issued by Client) - refer to Employer’s Information folder

The drawings and other design documents listed in the Stage 3 Document Register below are deemed incorporated into this Schedule 4 and form part of the Scope.

For AutoCAD and BIM files, please refer to the full RIBA Stage 3 design pack issued by WSP to Joe Imber of ISG on 3 January 2024, which is deemed incorporated into this Schedule 4.

DEFRA Sevington Stage 3 Document Register

As per the link sent to ISG on 3 Jan 2024

Discipline	Document Title	Document Reference
Access Consultant	Access Statement	SEV-RLB-XX-XX-ST-CP-000001
BIM	Document Numbering Protocol	SEV-WSP-XX-XX-PD-IM-000003_P02- Numbering Protocol
BIM	BIM Execution Plan (BEP)	SEV-WSP-XX-XX-PL-IM-900001_P01
BIM	Revit model	SEV-WSP-ZZ-ZZ-M3-IM-000001
BREEAM	BREEAM RIBA Stage 3	SEV-WSP-XX-XX-RP-ES-000001
CDMA	1b908656a2 - F10 Notification	1b908656a2 - F10 Notification
CDMA	DEFRA Sevington Designers Risk Register (1)	70109219-WSP-XX-XX-RA-PH-000001 - DEFRA Sevington Designers Risk Register (1)
Civils		SEV-WSP-XX-XX-DR-DR-000001
Civils		SEV-WSP-XX-XX-DR-DR-000001
Civils		SEV-WSP-XX-XX-DR-DR-000002
Civils		SEV-WSP-XX-XX-DR-DR-000002
Fire	Stage 3 Fire Strategy	SEV-WSP-ZZ-XX-SR-FI-000001-P01
Lead Designer	Shed A	SEV-STL-AA-00-DR-AR-010001-Shed A - Existing GA Plan
Lead Designer	Shed A	SEV-STL-AA-00-DR-AR-010001-Shed A - Existing GA Plan
Lead Designer	Shed A	SEV-STL-AA-00-DR-AR-100001-Shed A - Proposed GA Plan
Lead Designer	Shed A	SEV-STL-AA-00-DR-AR-100001-Shed A - Proposed GA Plan
Lead Designer	Shed A	SEV-STL-AA-00-DR-AR-130001-Shed A - Proposed Reflective Ceiling Plans
Lead Designer	Shed A	SEV-STL-AA-00-DR-AR-130001-Shed A - Proposed Reflective Ceiling Plans
Lead Designer	Shed A	SEV-STL-AA-01-DR-AR-010002-Shed A - Existing Roof GA Plan
Lead Designer	Shed A	SEV-STL-AA-01-DR-AR-010002-Shed A - Existing Roof GA Plan
Lead Designer	Shed A	SEV-STL-AA-XX-DR-AR-020001-Shed A - Existing Elevations
Lead Designer	Shed A	SEV-STL-AA-XX-DR-AR-020001-Shed A - Existing Elevations
Lead Designer	Shed A	SEV-STL-AA-XX-DR-AR-030001-Shed A - Existing Sections
Lead Designer	Shed A	SEV-STL-AA-XX-DR-AR-030001-Shed A - Existing Sections
Lead Designer	Shed A	SEV-STL-AA-XX-DR-AR-300001-Shed A - Proposed Sections
Lead Designer	Shed A	SEV-STL-AA-XX-DR-AR-300001-Shed A - Proposed Sections
Lead Designer	Shed C	SEV-STL-CC-00-DR-AR-010001-Shed C - Existing GA Plan
Lead Designer	Shed C	SEV-STL-CC-00-DR-AR-010001-Shed C - Existing GA Plan

Lead Designer	Shed C	SEV-STL-CC-00-DR-AR-100001-Shed C - Proposed GA Plan
Lead Designer	Shed C	SEV-STL-CC-00-DR-AR-100001-Shed C - Proposed GA Plan
Lead Designer	Shed C	SEV-STL-CC-00-DR-AR-130001-Shed C - Proposed Reflective Ceiling Plan
Lead Designer	Shed C	SEV-STL-CC-00-DR-AR-130001-Shed C - Proposed Reflective Ceiling Plan
Lead Designer	Shed C	SEV-STL-CC-00-DR-AR-540001-Shed C - Proposed Finishes Plan
Lead Designer	Shed C	SEV-STL-CC-00-DR-AR-540001-Shed C - Proposed Finishes Plan
Lead Designer	Shed C	SEV-STL-CC-01-DR-AR-010002-Shed C - Existing Roof GA Plan
Lead Designer	Shed C	SEV-STL-CC-01-DR-AR-010002-Shed C - Existing Roof GA Plan
Lead Designer	Shed C	SEV-STL-CC-01-DR-AR-100002-Shed C - Proposed Roof GA Plan
Lead Designer	Shed C	SEV-STL-CC-01-DR-AR-100002-Shed C - Proposed Roof GA Plan
Lead Designer	Shed C	SEV-STL-CC-XX-DR-AR-020001-Shed C - Existing GA Elevations
Lead Designer	Shed C	SEV-STL-CC-XX-DR-AR-020001-Shed C - Existing GA Elevations
Lead Designer	Shed C	SEV-STL-CC-XX-DR-AR-030001-Shed C - Existing GA Sections
Lead Designer	Shed C	SEV-STL-CC-XX-DR-AR-030001-Shed C - Existing GA Sections
Lead Designer	Shed C	SEV-STL-CC-XX-DR-AR-200001-Shed C - Proposed GA Elevations
Lead Designer	Shed C	SEV-STL-CC-XX-DR-AR-200001-Shed C - Proposed GA Elevations
Lead Designer	Shed C	SEV-STL-CC-XX-DR-AR-300001-Shed C - Proposed GA Sections
Lead Designer	Shed C	SEV-STL-CC-XX-DR-AR-300001-Shed C - Proposed GA Sections
Lead Designer	Shed D	SEV-STL-DD-00-DR-AR-010001-Shed D - Existing GA Plan+D51:D6D51:D60
Lead Designer	Shed D	SEV-STL-DD-XX-DR-AR-200001-Shed D - Proposed GA Elevations+D51:D60
Lead Designer	Shed D	SEV-STL-DD-00-DR-AR-100001-Shed D - Proposed GA Plan
Lead Designer	Shed D	SEV-STL-DD-00-DR-AR-100001-Shed D - Proposed GA Plan
Lead Designer	Shed D	SEV-STL-DD-00-DR-AR-130001-Shed D - Proposed Reflective Ceiling Plans
Lead Designer	Shed D	SEV-STL-DD-00-DR-AR-130001-Shed D - Proposed Reflective Ceiling Plans
Lead Designer	Shed D	SEV-STL-DD-00-DR-AR-540001-Shed D - Proposed Finishes Plan
Lead Designer	Shed D	SEV-STL-DD-00-DR-AR-540001-Shed D - Proposed Finishes Plan
Lead Designer	Shed D	SEV-STL-DD-01-DR-AR-010002-Shed D - Existing Roof GA Plan
Lead Designer	Shed D	SEV-STL-DD-01-DR-AR-010002-Shed D - Existing Roof GA Plan
Lead Designer	Shed D	SEV-STL-DD-01-DR-AR-100002-Shed D - Proposed Roof GA Plan
Lead Designer	Shed D	SEV-STL-DD-01-DR-AR-100002-Shed D - Proposed Roof GA Plan
Lead Designer	Shed D	SEV-STL-DD-XX-DR-AR-020001-Shed D - Existing GA Elevations
Lead Designer	Shed D	SEV-STL-DD-XX-DR-AR-020001-Shed D - Existing GA Elevations
Lead Designer	Shed D	SEV-STL-DD-XX-DR-AR-030001-Shed D - Existing GA Sections

Lead Designer	Shed D	SEV-STL-DD-XX-DR-AR-030001-Shed D - Existing GA Sections
Lead Designer	Shed D	SEV-STL-DD-XX-DR-AR-200001-Shed D - Proposed GA Elevations
Lead Designer	Shed D	SEV-STL-DD-XX-DR-AR-200001-Shed D - Proposed GA Elevations
Lead Designer	Shed D	SEV-STL-DD-XX-DR-AR-300001-Shed D - Proposed GA Sections
Lead Designer	Shed D	SEV-STL-DD-XX-DR-AR-300001-Shed D - Proposed GA Sections
Lead Designer	Shed E	SEV-STL-EE-00-DR-AR-010001-Shed E - Existing GA Plan
Lead Designer	Shed E	SEV-STL-EE-00-DR-AR-010001-Shed E - Existing GA Plan
Lead Designer	Shed E	SEV-STL-EE-00-DR-AR-100001-Shed E - Proposed GA Plan
Lead Designer	Shed E	SEV-STL-EE-00-DR-AR-100001-Shed E - Proposed GA Plan
Lead Designer	Shed E	SEV-STL-EE-00-DR-AR-130001-Shed E - Proposed Reflective Ceiling Plans
Lead Designer	Shed E	SEV-STL-EE-00-DR-AR-130001-Shed E - Proposed Reflective Ceiling Plans
Lead Designer	Shed E	SEV-STL-EE-00-DR-AR-540001-Shed E - Proposed Finishes Plan
Lead Designer	Shed E	SEV-STL-EE-00-DR-AR-540001-Shed E - Proposed Finishes Plan
Lead Designer	Shed E	SEV-STL-EE-01-DR-AR-010002-Shed E - Existing Roof GA Plan
Lead Designer	Shed E	SEV-STL-EE-01-DR-AR-010002-Shed E - Existing Roof GA Plan
Lead Designer	Shed E	SEV-STL-EE-01-DR-AR-100002-Shed E - Proposed Roof GA Plan
Lead Designer	Shed E	SEV-STL-EE-01-DR-AR-100002-Shed E - Proposed Roof GA Plan
Lead Designer	Shed E	SEV-STL-EE-XX-DR-AR-020001-Shed E - Existing GA Elevations
Lead Designer	Shed E	SEV-STL-EE-XX-DR-AR-020001-Shed E - Existing GA Elevations
Lead Designer	Shed E	SEV-STL-EE-XX-DR-AR-030001-Shed E - Existing GA Sections
Lead Designer	Shed E	SEV-STL-EE-XX-DR-AR-030001-Shed E - Existing GA Sections
Lead Designer	Shed E	SEV-STL-EE-XX-DR-AR-200001-Shed E - Proposed GA Elevations
Lead Designer	Shed E	SEV-STL-EE-XX-DR-AR-200001-Shed E - Proposed GA Elevations
Lead Designer	Shed E	SEV-STL-EE-XX-DR-AR-300001-Shed E - Proposed GA Sections
Lead Designer	Shed E	SEV-STL-EE-XX-DR-AR-300001-Shed E - Proposed GA Sections
Lead Designer	Welfare Unit	SEV-STL-AA-ZZ-DR-AR-100101-Shed A - Welfare Unit
Lead Designer	Welfare Unit	SEV-STL-AA-ZZ-DR-AR-100101-Shed A - Welfare Unit
Lead Designer	Welfare Unit	SEV-STL-CC-ZZ-DR-AR-100101-Shed C - Welfare Unit
Lead Designer	Welfare Unit	SEV-STL-CC-ZZ-DR-AR-100101-Shed C - Welfare Unit
Lead Designer	Welfare Unit	SEV-STL-EE-ZZ-DR-AR-100101-Shed E - Welfare Unit
Lead Designer	Welfare Unit	SEV-STL-EE-ZZ-DR-AR-100101-Shed E - Welfare Unit
Lead Designer	Welfare Unit	SEV-STL-ZZ-00-DR-AR-170001-Proposed Site Plan
Lead Designer	Welfare Unit	SEV-STL-ZZ-00-DR-AR-170001-Proposed Site Plan

MEP	CONTAINMENT LAYOUT	SEV-WSP-CC-00-DR-EE-610001 - CONTAINMENT LAYOUT
MEP	LIGHTING, POWER & DATA LAYOUT	SEV-WSP-CC-00-DR-EE-630001 - LIGHTING, POWER & DATA LAYOUT
MEP	FIRE ALARM LAYOUT	SEV-WSP-CC-00-DR-EE-670001 - FIRE ALARM LAYOUT
MEP	SECURITY & CCTV LAYOUT	SEV-WSP-CC-00-DR-EE-680001 - SECURITY & CCTV LAYOUT
MEP	DESIGN CONDITIONS	SEV-WSP-CC-00-DR-ME-500002 - DESIGN CONDITIONS
MEP	VENTILATION STRIP-OUT	SEV-WSP-CC-00-DR-ME-570001 - VENTILATION STRIP-OUT
MEP	VENTILATION	SEV-WSP-CC-00-DR-ME-570002 - VENTILATION
MEP	PUBLIC HEALTH DRAINAGE LAYOUT	SEV-WSP-CC-00-DR-PH-520001 - PUBLIC HEALTH DRAINAGE LAYOUT
MEP	PUBLIC HEALTH DOMESTIC WATER LAYOUT	SEV-WSP-CC-00-DR-PH-530001 - PUBLIC HEALTH DOMESTIC WATER LAYOUT
MEP	MECHANICAL SCHEMATIC	SEV-WSP-CC-XX-SC-ME-500001 - MECHANICAL SCHEMATIC
MEP	CONTAINMENT LAYOUT	SEV-WSP-DD-00-DR-EE-610001 - CONTAINMENT LAYOUT
MEP	LIGHTING, POWER & DATA LAYOUT	SEV-WSP-DD-00-DR-EE-630001 - LIGHTING, POWER & DATA LAYOUT
MEP	FIRE ALARM LAYOUT	SEV-WSP-DD-00-DR-EE-670001 - FIRE ALARM LAYOUT
MEP	SECURITY & CCTV LAYOUT	SEV-WSP-DD-00-DR-EE-680001 - SECURITY & CCTV LAYOUT
MEP	VENTILATION STRIP-OUT	SEV-WSP-DD-00-DR-ME-570001 - VENTILATION STRIP-OUT
MEP	VENTILATION	SEV-WSP-DD-00-DR-ME-570002 - VENTILATION
MEP	PUBLIC HEALTH DRAINAGE LAYOUT	SEV-WSP-DD-00-DR-PH-520001 - PUBLIC HEALTH DRAINAGE LAYOUT
MEP	PUBLIC HEALTH DOMESTIC WATER	SEV-WSP-DD-00-DR-PH-530001 - PUBLIC HEALTH DOMESTIC WATER
MEP	VENTILATION SCHEMATIC	SEV-WSP-DD-XX-SC-ME-500001 - VENTILATION SCHEMATIC
MEP	DESIGN CONDITIONS	SEV-WSP-DD-XX-SC-ME-500002 - DESIGN CONDITIONS
MEP	CONTAINMENT LAYOUT	SEV-WSP-EE-00-DR-EE-610001 - CONTAINMENT LAYOUT
MEP	LIGHTING, POWER & DATA LAYOUT	SEV-WSP-EE-00-DR-EE-630001 - LIGHTING, POWER & DATA LAYOUT
MEP	FIRE ALARM LAYOUT	SEV-WSP-EE-00-DR-EE-670001 - FIRE ALARM LAYOUT
MEP	SECURITY & CCTV LAYOUT	SEV-WSP-EE-00-DR-EE-680001 - SECURITY & CCTV LAYOUT
MEP	VENTILATION STRIP-OUT	SEV-WSP-EE-00-DR-ME-570001 - VENTILATION STRIP-OUT
MEP	VENTILATION	SEV-WSP-EE-00-DR-ME-570002 - VENTILATION
MEP	PUBLIC HEALTH DRAINAGE LAYOUT	SEV-WSP-EE-00-DR-PH-520001 - PUBLIC HEALTH DRAINAGE LAYOUT
MEP	PUBLIC HEALTH DOMESTIC WATER LAYOUT	SEV-WSP-EE-00-DR-PH-530001 - PUBLIC HEALTH DOMESTIC WATER LAYOUT
MEP	VENTILATION SCHEMATIC	SEV-WSP-EE-XX-SC-ME-500001 - VENTILATION SCHEMATIC
MEP	DESIGN CONDITIONS	SEV-WSP-EE-XX-SC-ME-500002 - DESIGN CONDITIONS
MEP	ELECTRICAL SYMBOLS LEGEND	SEV-WSP-ZZ-XX-DR-EE-600100 - ELECTRICAL SYMBOLS LEGEND
MEP	MECHANICAL SYMBOLS LEGEND	SEV-WSP-ZZ-XX-DR-ME-500100 - MECHANICAL SYMBOLS LEGEND
MEP	PUBLIC HEALTH DRAINAGE SCHEMATIC	SEV-WSP-ZZ-XX-SC-PH-500001 - PUBLIC HEALTH DRAINAGE SCHEMATIC

MEP	PUBLIC HEALTH DOMESTIC WATER SCHEMATI	SEV-WSP-ZZ-XX-SC-PH-500002 - PUBLIC HEALTH DOMESTIC WATER SCHEMATIC
MEP	SEV-WSP-ZZ-ZZ-RP-CS-000001	SEV-WSP-ZZ-ZZ-RP-CS-000001
MEP	SEV-WSP-ZZ-ZZ-RP-ES-000001 Rev1	SEV-WSP-ZZ-ZZ-RP-ES-000001 Rev1
Structures		SEV-WSP-CC-GF-DR-S-130102
Structures		SEV-WSP-CC-ZZ-DR-S-200101
Structures		SEV-WSP-CC-ZZ-DR-S-200301
Structures		SEV-WSP-DD-GF-DR-S-130102
Structures		SEV-WSP-EE-GF-DR-S-130101

Parent Company Guarantee

(1) **[***INSERT NAME OF PARENT COMPANY***]**

and

(2) **The Secretary of State for Environment, Food & Rural Affairs**

Dated

THIS GUARANTEE is made the day of 20

PARTIES

(1) **[***INSERT NAME OF PARENT COMPANY***]** (Company No. [*INSERT PARENT COMPANY'S COMPANY NUMBER*]) of/whose registered office is at [*INSERT PARENT COMPANY'S REGISTERED OFFICE ADDRESS*] (the "**Guarantor**"); and

(2) **The Secretary of State for Environment, Food & Rural Affairs** (together with its successors and assigns, the "**Client**").

BACKGROUND

A By a contract dated [*insert date*] (the "**Contract**") and made between (1) the Client and (2) **[***INSERT NAME OF CONTRACTOR***]** ('the "**Contractor**"), the Contractor has agreed to execute and complete certain works (the "**Works**") upon the terms and conditions contained in the Contract.

B Pursuant to the terms of the Contract, the Contractor has agreed to procure the provision of a guarantee in the terms hereof (the "**Guarantee**"). [The Contractor is a wholly owned subsidiary of the Guarantor][*insert this or an alternative description describing the relationship between the Guarantor and the Contractor*].

C At the request of the Contractor, the Guarantor has agreed to guarantee performance of the Contract by the Contractor.

It is hereby agreed as follows:

1 In consideration of the Client entering into the Contract with the Contractor, the Guarantor irrevocably and unconditionally guarantees to the Client as a primary obligation and not merely as a surety due performance by the Contractor of all of its obligations and liabilities under and in accordance with the Contract and undertakes to the Client that:-

1.1 in the event of any breach of the Contractor's obligations under the Contract the Guarantor shall make good the breach and shall be liable to the Client for all losses, damages, demands, charges, payments, liabilities, proceedings, claims, costs and expenses incurred by the Client as established and ascertained pursuant to and in accordance with the provisions of or by reference to the Contract ("**Guaranteed Sums**"); and

1.2 if required to do so by written demand given by the Client itself pay to the Client without any deduction or set off the amount of such Guaranteed Sums stated by the Client in such written demand.

1.3 The Guarantor's obligations and liabilities under this Guarantee shall be no greater than the obligations and liabilities which are imposed on the Contractor under the Contract and the Guarantor shall be entitled in any proceedings arising to rely on the same defences and limitations of liability as the Contractor may be entitled to raise under or pursuant to the Contract or otherwise at law.

2 In the event of any default under the Contract giving rise to a claim under clause 1 of this Guarantee it shall not be necessary for the Client to give any prior notice of a default by the

Contractor or to bring any claim or exhaust its remedies under the Contract before proceeding under this Guarantee.

3 Notwithstanding any other provision in this Guarantee, the obligations of the Guarantor under this Guarantee shall remain in full force and effect and shall not be affected or discharged in any way by and the Guarantor hereby waives notice of:-

3.1 any suspension of the Works, variation to or amendment of the Contract (including without limitation extension of time for performance) or any concession or waiver by the Client in respect of the Contractor's obligations under the Contract;

3.2 any defect in any provision of the Contract or any provision of the Contract being or becoming illegal, invalid, void, voidable or unenforceable or any incapacity of lack of corporate power or authority of any of the signatories to the Contract;

3.3 the termination of the Contract or of the employment of the Contractor under the Contract for any reason;

3.4 any forbearance or waiver of any right of action or remedy the Client may have against the Contractor or negligence by the Client in enforcing any such right of action or remedy, or

3.5 the renewal, release or waiver of any bond, undertaking, security or other guarantee held or obtained by the Client for any of the obligations of the Contractor under the Contract;

3.6 any set off or adjustment to payments under the Contract made by the Client;

3.7 the Contractor being or becoming Insolvent. For the purposes of this clause, the Contractor shall be "**Insolvent**" if:

3.7.1 it suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the IA 1986;

3.7.2 it commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors other than for the sole purpose of a solvent reorganisation;

3.7.3 it applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;

3.7.4 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with its winding up other than for the sole purpose of a solvent reorganisation;

3.7.5 an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or an administrator is appointed, over it;

3.7.6 the holder of a qualifying floating charge over its assets has become entitled to appoint or has appointed an administrative receiver;

3.7.7 a person becomes entitled to appoint a receiver over all or any of its assets or a receiver is appointed over all or any of its assets;

3.7.8 a creditor or encumbrancer of it attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;

3.7.9 any event occurs, or proceeding is taken, with respect to it in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above; or

3.7.10 it suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;

3.8 the compromise of any dispute under the Contract with the Contractor;

3.9 the assignment or any benefit under the Contract.

4 This Guarantee shall survive any variation of or amendment to the Contract and any agreement supplemental to the Contract agreed between the Client and the Contractor and for the avoidance of doubt the Guarantor hereby authorises the Client and the Contractor to make any such amendment, variation or supplemental agreement.

5 This Guarantee is a continuing guarantee and accordingly shall cover all of the obligations and liabilities of the Contractor under the Contract. The liability of the Guarantor hereunder shall cease and determine and the provisions of this Guarantee shall have no force and effect upon the completion date as stated in the completion certificate as defined in and issued under the Contract ("**Expiry**") save with in respect of:

5.1 any breach of the Contract which has occurred and in respect of which a claim in writing has been made upon the Guarantor before Expiry;

5.2 events which occurred prior to Expiry and in respect of which a claim in writing has been made upon the Guarantor by Expiry and which are reasonably expected to give rise to a breach of the Contract by the Contractor.

6 Save as provided in this clause 6 the Guarantor shall not on any ground whatsoever make any claim or threaten to make any claim whether by proceedings or otherwise against the Contractor for the recovery of any sum paid by the Guarantor pursuant to this Guarantee. Any such claim shall be subordinate to any claims (contingent or otherwise) which the Client may have against the Contractor arising out of or in connection with the Contract until such time as such claims shall be satisfied by the Contractor or the Guarantor as the case may be. To that intent the Guarantor shall not claim or have the benefit of any security which the Client holds or may hold for any monies or liabilities due or incurred by the Contractor to the Client and, in case the Guarantor receives any sum from the Contractor in respect of any payment by the Guarantor under this Guarantee, the Guarantor shall hold such sum in trust for the Client for so long as any sum is payable (contingently or otherwise) under this Guarantee.

7 The Client shall be entitled to assign the benefit of this Guarantee to any person to whom the benefit of the Contract is assigned but shall not otherwise be entitled to assign the benefit of this Guarantee without the prior written consent, which shall not be unreasonably withheld or delayed, of the Guarantor and the Contractor.

8 All documents arising out of or in connection with this Guarantee shall be served:

8.1 upon the Client, at [*insert Client's address or other address*], marked for the attention of [*insert name of individual or department authorised to receive notices*]; and

8.2 upon the Guarantor, at [*insert Guarantor's registered office address or other address*], marked for the attention of [*insert name*].

9 The Client and the Guarantor may change their respective nominated addresses for service of documents to another address but only by prior written notice to each other. All demands and notices must be in writing.

10 This Guarantee and the rights and obligations of the parties under it shall be governed by and construed according to English law and the Guarantor agrees to submit to the non-exclusive jurisdiction of the English courts of over any matter arising out of or in connection with it.

EXECUTED AS A DEED BY THE **GUARANTOR** acting by:

.....

Director

.....

[Director]**OR**[Company Secretary**]**

Sub-Contractor Collateral Warranty to Client

(1) **[*INSERT NAME OF SUB-CONTRACTOR*]**

(2) **The Secretary of State for Environment, Food & Rural Affairs**

(3) **[*INSERT NAME OF CONTRACTOR*]**

Dated

THIS DEED is made on the day of 20

PARTIES

(1) **[***INSERT NAME OF SUB-CONTRACTOR***]** (Company Number **[***INSERT SUB-CONTRACTOR'S COMPANY NUMBER***]**) whose registered office is at **[***INSERT SUB-CONTRACTOR'S REGISTERED OFFICE***]** (the "**Sub-Contractor**");

(2) **The Secretary of State for Environment, Food & Rural Affairs** (the "**Beneficiary**" which expression shall include successors in title and any permitted assignee); and

(3) **[***INSERT NAME OF CONTRACTOR***]** (Company Number **[***INSERT CONTRACTOR'S COMPANY NUMBER***]**) whose registered office is at **[***INSERT CONTRACTOR'S REGISTERED OFFICE***]** (the "**Contractor**");

(together, the "**Parties**").

BACKGROUND

A The Beneficiary has entered into an engineering and construction contract dated [*insert date of NEC Contract once finalised*] with the Contractor (the "**Contract**") for the Contractor to provide the *works* as defined under the Contract (the "**Works**") at a border control post in Sevington, Kent, UK (the "**Site**").

B The Contractor has entered into an engineering and construction subcontract dated [*insert date of NEC Subcontract once finalised*] with the Sub-Contractor (the "**Sub-Contract**") for the Contractor to provide the *subcontract works* as defined under the Sub-Contract (the "**Sub-Contract Works**") at the Site.

C The Contractor has agreed to execute this Deed in favour of the Beneficiary.

NOW in consideration of the payment of £1 (receipt of which is hereby acknowledged by the Contractor) THIS DEED WITNESSES as follows:

1 Sub-Contractor warranties

1.1 The Sub-Contractor warrants to the Beneficiary that:

1.1.1 the Sub-Contractor has observed and performed and shall continue to observe and perform all the terms and obligations of the Sub-Contractor under the Sub-Contract;

1.1.2 to the extent that the Sub-Contractor takes responsibility for the design of the Sub-Contract Works under the Sub-Contract, the Sub-Contractor has exercised and shall continue to exercise the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a professional of the relevant discipline experienced in undertaking services similar in nature, size, scope and complexity to the Sub-Contract Works.

1.2 The Sub-Contractor's duties to the Beneficiary under this Deed shall be no greater and of no longer duration than the duties which it would have owed to the Beneficiary under the Sub-Contract had the Beneficiary been named as joint contractor with the Contractor under the Sub-Contract, and the Sub-Contractor shall be entitled in any action or proceedings by the

Beneficiary to rely on any limitation in the Sub-Contract and to raise the equivalent rights in defence of liability as it would have had against the Beneficiary had the Beneficiary been named as joint contractor with the Contractor under the Sub-Contract, save that the Sub-Contractor shall not be entitled to exercise any right of set-off or counterclaim that it may be entitled to exercise under the Sub-Contract.

1.3 The obligations of the Sub-Contractor under or pursuant to clause 1 shall not be released or diminished by the appointment of any person by the Beneficiary to carry out any independent enquiry into any relevant matter.

2 Deleterious materials

2.1 The Sub-Contractor warrants to the Beneficiary that it has not and shall not use and (subject to the standard of skill, care and diligence set out in clause 1.1.2) it has not and shall not specify, approve, permit, consent to or authorise others to specify, approve or use in the Sub-Contract Works or any part or parts any products or materials which are generally known or suspected within the construction industry at the time of use to be deleterious to health and safety or to the durability or integrity of the Works in the particular circumstances in which they are used or those identified at the time of use as potentially hazardous in or not in conformity with:

2.1.1 the relevant Statutory Requirements, British Standards or Codes of Practice;

2.1.2 any publications of the Building Research Establishment related to the specification of products or materials; or

2.1.3 the report entitled “Good Practice in the Selection of Construction Materials 2011” published by the British Council for Offices.

2.2 The Sub-Contractor shall immediately notify the Beneficiary if in performing the Sub-Contract Works the Sub-Contractor becomes aware that any substance, goods, products, materials or combinations of materials have been, are or will be used in the Sub-Contract Works which are deleterious.

3 Approvals

No approval, consent, comment, action or confirmation at any time by or on behalf of the Beneficiary nor any approval or perusal or inspection of any plans, drawings or specifications or documents of any kind in connection with the Sub-Contract Works or any failure to carry out the same by or on behalf of the Beneficiary shall prejudice or derogate from the obligations of the Sub-Contractor to the Beneficiary.

4 Copyright

4.1 Subject to the transfer of ownership of such rights to the Contractor under the terms of the Sub-Contract and to any rights in any designs, drawings and other documents supplied to the Sub-Contractor for the purposes of the Sub-Contract by or on behalf of the Contractor, the intellectual property rights in all documents and information prepared by or on behalf of the Sub-Contractor in relation to the Sub-Contract Works including, without limitation, the drawings, designs, charts, specifications, plans, models including building information models, design details, photographs, software, reports, notes of meetings, CAD materials, programmes,

budgets, cost plans and any other documents or materials in its native format (excluding internal memoranda, internal documents, working papers and templates) created, amended and/or developed by or for the Contractor in relation to the Works (including any updates, amendments, additions and revisions) together, where applicable, with any other design documents or information to be provided by it under the Information Model Requirements and/or the Information Execution Plan (each as defined in the Sub-Contract) (together referred to in this clause as the "**Documents**") shall remain vested in the Sub-Contractor.

4.2 The Sub-Contractor grants to the Beneficiary an irrevocable, royalty-free, non-exclusive licence to use and reproduce the Documents and all intellectual property rights in them for any and all purposes connected with the design and construction (including by others), use, maintenance, alteration or demolition of the Sub-Contract Works, together with the right for the Beneficiary to

4.2.1 grant sub-licences and/or

4.2.2 assign, novate or otherwise transfer its rights and obligations under the licence to any department, office or agency of the Crown or to any body (including any private sector body) which performs or carries on any functions and/or activities that previously had been performed and/or carried on by the Beneficiary.

4.3 Insofar as the Sub-Contractor is the author (as defined in the Copyright, Designs and Patents Act 1988) of the Documents and of the Sub-Contract Works, the Sub-Contractor waives any moral rights which it might otherwise be deemed to possess under Chapter IV of that act in respect of them.

4.4 The Sub-Contractor warrants that the Documents are either the Sub-Contractor's own original work or that their use in connection with the Sub-Contract Works and/or completed Sub-Contract Works will not infringe the rights of any third party. The Sub-Contractor further warrants that where duly authorised sub-sub-contractors or consultants are used their work will be original and will be covered by the licence granted to the Beneficiary under this clause 4.

4.5 The Sub-Contractor shall within 14 days of the Beneficiary's request provide a complete set of copies (including electronic copies where available) of the Documents to the Beneficiary on payment of the Sub-Contractor's reasonable costs of reproducing the same.

4.6 The Sub-Contractor warrants to the Beneficiary that it shall retain copies of the Documents for the duration of the period of the Sub-Contractor's liability under the Sub-Contract and at law in relation to the Sub-Contract Works.

5 Professional indemnity insurance

5.1 The Sub-Contractor warrants to the Beneficiary that it has maintained and shall continue to maintain current professional indemnity insurance covering (inter alia) all its liability hereunder upon customary and usual terms and conditions prevailing for the time being in the insurance market, and with reputable insurers lawfully carrying on such insurance business in the United Kingdom, in an amount of not less than [*insert number*] million pounds (£[*insert figure*],000,000) **[**in the aggregate]**OR**[for each and every claim**]** from the date of commencement of the Sub-Contract Works and for the period of the Sub-Contractor's liability under the Sub-Contract and at law in relation to the Sub-Contract Works, provided that such

insurance is available to sub-contractors of a similar size and standing in the United Kingdom market upon commercially reasonable rates and terms. For the avoidance of doubt, any increased or additional premium required by insurers by reason of the Sub-Contractor's own claims record or other acts, omissions, matters or things particular to the Sub-Contractor shall be deemed within commercially reasonable rates and terms for the purposes of this clause 5.1 and clause 5.3.

5.2 The terms and conditions of the insurance referred to in clause 5.1 shall not include any term or condition to the effect that the Sub-Contractor must discharge any liability being entitled to recover from the insurers, or any other term or condition which might adversely affect the rights of any person to recover from the insurers pursuant to the Third Parties (Rights against Insurers) Act 2010, or any amendment or re-enactment thereof. The Sub-Contractor shall not, without prior approval in writing of the Beneficiary, settle or compromise with the insurers any claim which the Sub-Contractor may have against the insurers which relates to a claim by the Beneficiary against the Sub-Contractor, or by any act or omission prejudice the Sub-Contractor's right to make or proceed with such a claim against the insurers.

5.3 The Sub-Contractor shall immediately inform the Beneficiary if such insurance at clause 5.1 ceases to be available at commercially reasonable rates and terms and the Sub-Contractor as soon as reasonably practicable shall take out such level of insurance as is available at commercially reasonable rates. Then, the Sub-Contractor and the Beneficiary can discuss means of best protecting the respective positions of the Beneficiary and the Sub-Contractor in respect of the Sub-Contract Works in the absence of such insurance. The Sub-Contractor shall fully co-operate with any measures reasonably required by the Beneficiary to obtain adequate insurance for the Sub-Contract Works including completing any proposals for insurance and associated documents and obtaining insurance at rates above commercially reasonable rates, if the Beneficiary reimburses the Sub-Contractor for the net cost of that insurance above commercially reasonable rates.

5.4 As and when reasonably required to do so by the Beneficiary, the Sub-Contractor shall produce for inspection documentary evidence that its professional indemnity insurance is being maintained.

6 Instructions

6.1 The Beneficiary has no authority to issue any direction or instruction to the Sub-Contractor in relation to the Sub-Contract unless and until the Beneficiary has given notice under clause 7.1 or 7.2.

7 Step-in rights

7.1 The Sub-Contractor agrees that it will not without first giving the Beneficiary not less than twenty-one (21) days' notice in writing exercise any right it may have to terminate the Sub-Contract or to treat the same as having been repudiated by the Contractor or to discontinue the performance of any obligations to be performed by the Sub-Contractor under the Sub-Contract. The Sub-Contractor's right to terminate the Sub-Contract with the Contractor or treat the same as having been repudiated or discontinue performance shall cease if within such period of notice and subject to clause 7.3 the Beneficiary shall give notice in writing to the Sub-Contractor requiring the Sub-Contractor to accept the instructions of the Beneficiary or its appointee to the exclusion of the Contractor in respect of the Sub-Contract Works upon the terms and conditions of the Sub-Contract.

7.2 Unless the Sub-Contract has previously been terminated (and whether or not the Sub-Contractor has served notice on the Beneficiary under clause 7.1), if the Beneficiary serves notice on the Sub-Contractor to do so the Sub-Contractor shall accept the instructions of the Beneficiary or its appointee to the exclusion of the Contractor in respect of the Sub-Contract Works upon the terms and conditions of the Sub-Contract. The Sub-Contractor shall be entitled and obliged to rely upon such notice and shall not make any enquiry into the entitlement of the Beneficiary against the Contractor to serve such notice.

7.3 It shall be a condition of any notice given by the Beneficiary under clause 7.1 or 7.2 that the Beneficiary or its appointee accepts liability for payment of the amounts payable to the Sub-Contractor under the Sub-Contract and for performance of the Contractor's obligations under the Sub-Contract including payment of any amounts outstanding at the date of such notice. Upon the issue of any notice by the Beneficiary under clause 7.1 or 7.2 the Sub-Contract shall continue in full force and effect as if no right of termination on the part of the Sub-Contractor has arisen (if applicable) and the Sub-Contractor shall be liable to the Beneficiary or its appointee under the Sub-Contract in lieu of its liability to the Contractor. If any notice given by the Beneficiary under clause 7.1 or 7.2 requires the Sub-Contractor to accept the instructions of the Beneficiary's appointee the Beneficiary shall be liable to the Sub-Contractor as guarantor for the payment of all sums from time to time due to the Sub-Contractor from the Beneficiary's appointee.

7.4 The Contractor hereby consents to the provisions of this Deed.

7.5 The Sub-Contractor acknowledges that all payments properly due and owing to the Sub-Contractor under the Sub-Contract have been paid up to the date of this Deed.

8 Assignment

8.1 Subject to clause 8.2, the benefit of this Deed may be assigned twice by the Beneficiary without the consent of the Sub-Contractor being required and such assignment shall be effective upon written notice to the Sub-Contractor. Further assignments shall be permitted with the consent of the Sub-Contractor such consent not to be unreasonably withheld or delayed.

8.2 The benefit of this Deed may be assigned to:

8.2.1 any department, office or agency of the Crown or to any body (including any private sector body) which performs or carries on any functions and/or activities that previously had been performed and/or carried on by the Beneficiary; and/or

8.2.2 by way of security (including any reassignment on redemption of security),

at any time without counting towards the limit of two assignments referred to in clause 8.1.

8.3 Save in respect of Receivables (as defined in the Business Contract Terms (Assignment of Receivables) Regulations 2018) where the Business Contract Terms (Assignment of Receivables) Regulations 2018 apply, the Sub-Contractor shall not without the written consent of the Beneficiary assign the benefit of this Deed.

8.4 The Sub-Contractor shall not contend that any assignee of this Deed is precluded from recovering any kind, type or amount of loss resulting from any breach of this Agreement

(whatever the date of such breach) by reason that that person is an assignee and not a named party to this Deed or any intermediate person has not suffered any or as much loss or a different kind or type of loss or by reason of the date of the assignment of such benefits and rights.

9 Notices

9.1 Any notice or consent required or permitted under this Deed shall be in writing and shall be sent by first class post or hand delivery. Notices may be sent by email by the Sub-Contractor to the Beneficiary provided they are sent to both [*insert name*] ([*insert email address*]) and [*insert name*] ([*insert email address*]) and a further hard copy of the notice is sent by first class post or hand delivery.

9.2 Any such notice, consent or other document shall be deemed to have been duly received:

9.2.1 if despatched by first class post - 48 hours from the time of posting to the relevant party; or

9.2.2 if despatched by hand delivery - at the time of actual delivery; or

9.2.3 if despatched by email - the later of (a) the time of transmission of the email to both email addresses and (b) the receipt of the hard copy of the notice pursuant to clause 9.2.1 or 9.2.2 above.

9.3 In proving service by post it will be sufficient (unless any relevant part of the postal service is affected by industrial action) to prove that the envelope containing the notice was duly stamped addressed and posted to the addresses given for a party in this Deed or such other addresses subsequently notified in writing as being the registered office or principal address of business of the relevant party.

9.4 A party shall not attempt to prevent or delay the service on it of a notice under this Deed.

10 Limitation

10.1 Save in respect of any liability the Sub-Contractor may have under applicable law, no action or proceedings for any breach of this Deed shall be commenced against the Sub-Contractor after the expiry of 12 years following the date that Completion of the Works is certified under the Contract.

10.2 The Sub-Contractor shall have no liability to the Beneficiary pursuant to this Deed for any delay in completion of the Sub-Contract Works, unless the Beneficiary serves a notice pursuant to clause 7.1 or 7.2 above.

11 Governing law

The construction validity and performance of this Deed shall be governed by the law of England and the parties agree to submit to the non-exclusive jurisdiction of the English courts.

12 Interpretation

12.1 In this Deed, unless the context requires otherwise:

12.1.1 words importing the singular shall include the plural and vice versa;

12.1.2 references to this Deed or any other document shall be construed as references to this Deed or such other document as amended, supplemented, novated, extended or restated from time to time and any reference to clause herein shall be a reference to the relevant numbered clause in this Deed;

12.1.3 references to any statute or statutory provision (including any subordinate legislation) shall include any statute or statutory provision for the time being in force which amends, extends, consolidates or replaces the same and shall include any orders, regulations, instruments or other subordinate legislation made under the relevant statute or statutory provision; and

12.1.4 save where separately defined, capitalised terms shall have the meaning given to them in the Sub-Contract.

13 Third party rights

The parties to this Deed do not intend that any of its terms shall be enforceable by any third party pursuant to the Contracts (Rights of Third Parties) Act 1999.

EXECUTED as a **DEED** the day and year first before written

Executed as a Deed by **[***INSERT NAME OF SUB-CONTRACTOR***]**)
acting by **[***insert name of director signing the warranty***]**,a director,)
in the presence of)

Witness signature

Witness name

Witness address

Witness occupation

OR

Executed as a Deed by)
[*INSERT NAME OF SUB-CONTRACTOR***]**)
acting by:)
[Director][Member]
Print Name

[Director/Secretary] [Member]
Print Name

The corporate seal of **The Secretary of State for Environment, Food & Rural Affairs** is affixed hereto)
in the presence of)

Authorised officer

Executed as a Deed by **[***INSERT NAME OF CONTRACTOR***]**)
acting by **[***insert name of [director][member] signing the warranty***]**,a [director][member],)
in the presence of)

Witness signature

Witness name

Witness address

Witness occupation

OR

Executed as a Deed by)
[*INSERT NAME OF CONTRACTOR***]**)
acting by:)
[Director][Member]
Print Name

[Director/Secretary] [Member]
Print Name

Consultant Collateral Warranty to Client

(1) **[*INSERT NAME OF CONSULTANT*]**

(2) **The Secretary of State for Environment, Food & Rural Affairs**

(3) **[*INSERT NAME OF CONTRACTOR*]**

Dated

TLT LLP, One Redcliff Street, Redcliff,
Bristol, BS1 6TP

www.TLT.com

This Deed is made the day of 20

Between:

(1) **[***INSERT NAME OF CONSULTANT***]** (company number **[***INSERT CONSULTANT'S COMPANY NUMBER***]**) whose registered office is at [*INSERT CONSULTANT'S REGISTERED OFFICE*] (the "**Consultant**");

(2) **The Secretary of State for Environment, Food & Rural Affairs** (the "**Beneficiary**" which expression shall include successors in title and any permitted assignee); and

(3) **[***INSERT NAME OF CONTRACTOR***]** (company number **[***INSERT CONTRACTOR'S COMPANY NUMBER***]**) whose registered office is at **[***INSERT CONTRACTOR'S REGISTERED OFFICE***]** (the "**Contractor**").

Background:

(A) The Consultant has entered into or is about to enter into the Appointment with the Contractor;

(B) Under the terms of the Appointment, the Consultant has agreed to enter into this Deed.

Operative provisions:

1 Definitions and interpretation

1.1 In this Deed, unless the context otherwise requires, the following words have the following meanings:

Appointment	means the professional appointment or professional services contract entered into between the Consultant and the Contractor dated [*insert date of Appointment once finalised*]
Beneficiary	includes the party named as beneficiary above and any person to whom the benefit of this Deed and/or any rights arising under it shall have been validly assigned in accordance with this Deed
Completion	means taking over and/or completion of the Project as certified or otherwise evidenced pursuant to the terms of the ECC
Consultant	includes, where the Consultant is two or more persons the plural number; includes, where appropriate, the partners of the firm named above and any person who may become a partner of the Consultant after the date of this Deed
Deed	means this Deed (including any schedule, appendix, or annexure to it and any document in agreed form)
Documents	all documents and information prepared by or on behalf of the Consultant in relation to the Services including, without limitation, reports, studies, data, diagrams, sketches, concepts, artist's impressions, plans, drawings, designs, models, specifications, bills

	of quantities and calculations, together with any other design documents or information to be provided by it under the Information Model Requirements and/or the Information Execution Plan
ECC	means the engineering and construction contract entered into or about to be entered into between the Beneficiary and the Contractor in relation to the Project, or any part of it, including any variation to that agreement
Limit of Indemnity	means £[*insert*],000,000 ([*insert*] million pounds) [in respect of each and every claim][in the aggregate] being the minimum amount of professional indemnity insurance that the Consultant is obliged to maintain under Clause 5.1 of this Deed
Project	means the redevelopment of existing buildings and associated works at a border control post in Sevington, Kent, UK
Services	means the services described in the Appointment
Statutory Requirements	any requirements imposed by: (a) any act of parliament, statutory instrument, rule or order made under any act of parliament; (b) any regulation, approved code of practice or bye law of any local authority, statutory undertaker or other body which has jurisdiction with regard to the Project or to whose systems the Project are or will be connected; or (c) the terms of any planning permission or other consent or approval required for the execution of the Project

1.2 In this Deed, unless the context otherwise requires:

1.2.1 any obligation on a party to this Deed to do any act includes an obligation to procure that it is done;

1.2.2 the clause and paragraph headings in this Deed are not to be taken into account in the construction or interpretation of any provision to which they refer;

1.2.3 unless the contrary intention appears, references:

(a) to numbered clauses and schedules are references to the relevant clause in, or schedule to, this Deed; and

(b) to a numbered paragraph in the schedule are references to the relevant paragraph in the schedule;

1.2.4 words in this Deed denoting the singular include the plural meaning and vice versa;

1.2.5 references in this Deed to any statutes or statutory instruments include any statute or statutory instrument amending, consolidating or replacing them respectively from time to time in force, and references to a statute include statutory instruments and regulations made pursuant to it;

1.2.6 words in this Deed importing one gender include both other genders and may be used interchangeably, and words denoting natural persons, where the context allows, include corporations and vice versa.

2 Consultant's warranties

2.1 Subject always to Clause 3, the Consultant warrants to the Beneficiary that:

2.1.1 it has observed and performed and will continue to observe and perform each and all of its obligations under and arising out of the Appointment in accordance with the Appointment;

2.1.2 in performing its Services, it has exercised and will continue to exercise the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a professional of the relevant discipline experienced in undertaking services similar in nature, size, scope and complexity to the Services;

2.1.3 it has not and shall specify for use or authorise or permit to be used in the Project or any part or parts thereof any products or materials which are generally known or suspected within the construction industry at the time of use to be deleterious to health and safety or to the durability or integrity of the Project in the particular circumstances in which they are used or those identified at the time of use as potentially hazardous in or not in conformity with:

(a) the relevant Statutory Requirements, British Standards or Codes of Practice;

(b) any publications of the Building Research Establishment related to the specification of products or materials; or

(c) the report entitled “Good Practice in the Selection of Construction Materials 2011” published by the British Council for Offices,

and the Consultant shall immediately notify the Beneficiary if the Consultant becomes aware that any substance, goods, products, materials or combinations of materials have been, are or will be used in the Project which are deleterious;

2.1.4 in performing its Services, it shall comply with the Statutory Requirements.

2.2 The Consultant extends to the Beneficiary the benefit of all warranties and undertakings on the part of the Consultant contained in the Appointment.

2.3 The Consultant acknowledges that the Beneficiary shall be deemed to have relied and shall continue to rely upon the warranties and undertakings given by the Consultant under this Deed.

2.4 The Consultant acknowledges to the Beneficiary that, at the date of this Deed, the Appointment remains in full force and effect and the Contractor has paid all sums properly due to the Consultant under the Appointment.

2.5 The Consultant shall promptly on request by the Beneficiary provide the Beneficiary with a copy of the Appointment.

3 Consultant's liability under this Deed

The Consultant shall owe no greater obligations to the Beneficiary under this Deed than it would have owed to the Beneficiary had the Beneficiary been named as a joint client with the Contractor under the Appointment. The Consultant agrees not to raise any defence to a claim by the Beneficiary under this Deed on the grounds that the losses in respect of which the Beneficiary seeks damages, compensation or other relief are not losses suffered or to be suffered by the Contractor. The Consultant shall not be entitled to rely upon set off, counterclaim or defence arising from non-payment by the Contractor of any monies due under the Appointment.

4 Copyright

4.1 Subject to the transfer of ownership of such rights to the Contractor under the terms of the Appointment, the intellectual property rights in all Documents shall remain vested in the Consultant.

4.2 The Consultant grants to the Beneficiary an irrevocable, royalty-free, non-exclusive licence to use and reproduce the Documents and all intellectual property rights in them for any and all purposes connected with the design and construction (including by others), use, maintenance, alteration or demolition of the Project, together with the right for the Beneficiary to

4.2.1 grant sub-licences and/or

4.2.2 assign, novate or otherwise transfer its rights and obligations under the licence to any department, office or agency of the Crown or to any body (including any private sector body) which performs or carries on any functions and/or activities that previously had been performed and/or carried on by the Beneficiary.

4.3 The Consultant warrants that the Documents are either the Consultant’s own original work or that their use in connection with the Appointment and/or completed Project will not infringe the rights of any third party. The Consultant further warrants that where duly authorised sub-sub-contractors or consultants are used their work will be original and will be covered by the licence granted to the Beneficiary under this clause 4.

4.4 The Consultant shall within 14 days of the Beneficiary's request provide a complete set of copies (including electronic copies where available) of the Documents to the Beneficiary on payment of the Consultant’s reasonable costs of reproducing the same.

4.5 The Consultant warrants to the Beneficiary that it shall retain copies of the Documents for the duration of the period of the Consultant’s liability under the Appointment and at law in relation to the Project.

5 Insurance

5.1 The Consultant warrants to the Beneficiary to maintain with reputable insurers carrying on business in the United Kingdom, from the date of this Deed and for the period of the Consultant's liability under the Appointment and at law in relation to the Project and notwithstanding the determination for any reason of the Consultant's employment under the Appointment, professional indemnity insurance for a sum not less than the Limit of Indemnity, provided always that such insurance continues to be available in the United Kingdom market upon commercially reasonable rates and terms. For the avoidance of doubt, any increased or additional premium required by insurers by reason of the Consultant's own claims record or other acts, omissions, matters or things particular to the Consultant shall be deemed within commercially reasonable rates and terms for the purposes of this Clause 5.1 and Clause 5.3.

5.2 Such insurance shall be subject to such conditions and excesses as may be usual from time to time in the United Kingdom market and in particular (but without limitation) shall not include any

condition which may adversely affect the right of the Beneficiary to proceed directly against the insurers pursuant to and in the circumstances contemplated by the Third Parties (Rights Against Insurers) Act 2010.

5.3 The Consultant shall immediately inform the Beneficiary if such insurance at Clause 5.1 ceases to be available at commercially reasonable rates and terms and the Consultant as soon as reasonably practicable shall take out such level of insurance as is available at commercially reasonable rates and terms. Then, the Consultant and the Beneficiary can discuss means of best protecting the respective positions of the Beneficiary and the Consultant in respect of the Services in the absence of such insurance. The Consultant shall fully co-operate with any measures reasonably required by the Beneficiary to obtain adequate insurance for the Project including completing any proposals for insurance and associated documents and obtaining insurance at rates and terms above commercially reasonable rates and terms, if the Beneficiary reimburses the Consultant for the net cost of that insurance above commercially reasonable rates and terms.

5.4 As and when it is reasonably required to do so by the Beneficiary, the Consultant shall produce for inspection by the Beneficiary documentary evidence that such insurance is being properly maintained.

6 Assignment

6.1 The Beneficiary may assign the benefit of this Deed:

6.1.1 on two occasions to any person; and

6.1.2 without counting as an assignment under Clause 6.1.1:

(a) by way of security (including any reassignment on redemption of security); or

(b) to any department, office or agency of the Crown or to any body (including any private sector body) which performs or carries on any functions and/or activities that previously had been performed and/or carried on by the Beneficiary.

6.2 The Beneficiary shall notify the Consultant of any assignment. If the Beneficiary fails to do this, the assignment shall still be valid.

6.3 The Consultant shall not contend that any person to whom the benefit of this Deed is assigned under Clause 6.1 is precluded from recovering any kind, type or amount of loss resulting from any breach of this Deed (whatever the date of such breach) by reason that that person is an assignee and not a named party to this Deed or any intermediate person has not suffered any or as much loss or a different kind or type of loss or by reason of the date of the assignment of such benefits and rights.

6.4 Notwithstanding any other provision of this Deed, the Consultant acknowledges and agrees that no agreement, variation, waiver, concession, compromise, relaxation, failure or delay by or made by the Contractor shall operate to affect, prejudice or deprive the Beneficiary of this Deed's full force and effect.

7 Obligations prior to determination of the Consultant's Appointment

7.1 The Consultant covenants with the Beneficiary that it will not exercise nor seek to exercise any right to determine its employment under the Appointment or discontinue the performance of any of its obligations in relation to the Project for any reason including any breach on the part of the Contractor, without giving to the Beneficiary not less than twenty-one (21) days' notice of its intention to do so and specifying the grounds for the proposed determination or discontinuance.

7.2 Any period stipulated in the Appointment for the exercise by the Consultant of a right of determination shall be extended, as may be necessary, to take account of the period of notice required under Clause 7.1.

7.3 Compliance by the Consultant with Clause 7.1 should not be treated as a waiver of any breach on the part of the Contractor giving rise to the right of determination, nor otherwise prevent the Consultant from exercising its rights after the expiration of notice, unless the right of determination should have ceased under the provisions of Clause 8.

8 Step in right

8.1 The right of the Consultant to determine its employment under the Appointment shall cease if, within the period of 21 days referred to in Clause 7.1, the Beneficiary shall give notice to the Consultant:

8.1.1 requiring it to continue its obligations under the Appointment;

8.1.2 acknowledging that the Beneficiary is assuming all the obligations of the Contractor under the Appointment; and

8.1.3 undertaking to the Consultant to discharge all payments which may subsequently become due to the Consultant under the terms of the Appointment and to pay to the Consultant any sums which have become due and payable to it under the Appointment but which remain unpaid.

8.2 Upon the compliance by the Beneficiary with the requirements of Clause 7.1 the Appointment shall continue in full force and effect as if the right of determination on the part of the Consultant had not arisen and in all respects as if the Appointment had been entered into between the Consultant and the Beneficiary to the exclusion of the Contractor.

8.3 Notwithstanding that as between the Contractor and the Consultant the Consultant's right of determination of its employment under the Appointment may not have arisen the provisions of Clause 8.2 shall apply if the Beneficiary gives notice to the Consultant and the Contractor to that effect and the Beneficiary complies with the requirements on its part under Clause 8.1 and the Consultant shall accept the instructions of the Beneficiary or its appointee to the exclusion of the Contractor. The Consultant shall be bound to assume that, as between the Contractor and the Beneficiary, circumstances have occurred which permit the Beneficiary to give notice under Clause 8.3.

8.4 The Contractor acknowledges that the Consultant, acting in accordance with the provisions of this Clause 8, shall not incur any liability to the Contractor.

9 Other remedies

9.1 Nothing in this Deed shall in any way limit or affect any other rights or remedies (whether under any contract, at law, in equity or otherwise) which the Beneficiary would have against the Consultant in the absence of this Deed.

9.2 The liability of the Consultant under this Deed shall not be released, diminished or in any other way affected by:

9.2.1 the appointment by the Beneficiary of any person to monitor the carrying out of the Project or to inspect any documents relating to them on behalf of the Beneficiary or the failure to appoint such a person;

9.2.2 any approval or consent given or withheld or purported to be given or withheld by or on behalf of the Beneficiary; or

9.2.3 any other independent inquiry into any relevant matter which the Beneficiary may make or fail to make.

10 Limitation

Save in respect of any liability the Consultant may have under the applicable law, no action or proceedings for any breach of this Deed shall be commenced against the Consultant after the expiry of 12 years following the date of completion of the Services.

11 Notices

11.1 Any notice or consent required or permitted under this Deed shall be in writing and shall be sent by first class post or hand delivery. Notices may be sent by email by the Contractor to the Beneficiary provided they are sent to both [*insert name*] ([*insert email address*]) and [*insert name*] ([*insert email address*]) and a further hard copy of the notice is sent by first class post or hand delivery. Any such notice, consent or other document shall be deemed to have been duly received:

11.1.1 if despatched by first class post - 48 hours from the time of posting to the relevant party; or

11.1.2 if despatched by hand delivery - at the time of actual delivery.

11.1.3 if despatched by email - the later of (a) the time of transmission of the email to both email addresses and (b) the receipt of the hard copy of the notice pursuant to clause 11.1.1 or 11.1.2 above.

11.2 In proving service by post it will be sufficient (unless any relevant part of the postal service is affected by industrial action) to prove that the envelope containing the notice was duly stamped addressed and posted to the addresses given for a party in this Deed or such other addresses subsequently notified in writing as being the registered office or principal address of business of the relevant party.

11.3 A party shall not attempt to prevent or delay the service on it of a notice under this Deed.

12 Third Party Rights

12.1 Unless the right of enforcement is expressly granted, it is not intended that a third party should have the right to enforce a provision of this Deed.

12.2 The parties may rescind or vary this Deed without the consent of a third party to whom an express right to enforce any of its terms has been provided.

13 Governing law and disputes

The application and interpretation of this Deed shall in all respects be governed by the English Law and any dispute or difference arising under this Deed shall be subject to the jurisdiction of the courts of England.

In witness this Deed has been executed and delivered on the date appearing at the top of page.

Executed as a deed by)
[*INSERT NAME OF CONSULTANT***]**)
acting by **[***insert name of director signing the warranty***]**, a [director]/[partner],)
in the presence of)

Witness signature

Witness name

Witness address

Witness occupation

OR

Executed as a deed by)
[*INSERT NAME OF CONSULTANT***]**)
acting by:)

[Director][Member]
Print Name

[Director/Secretary][Member]
Print Name

The corporate seal of **The Secretary of State for Environment, Food & Rural Affairs** is affixed hereto)
in the presence of)

Authorised officer

Executed as a Deed by **[***INSERT NAME OF CONTRACTOR***]**)
acting by **[***insert name of [director][member] signing the warranty***]**,
a [director][member],)
in the presence of)

Witness signature

Witness name

Witness address

Witness occupation

OR

Executed as a Deed by)
[*INSERT NAME OF CONTRACTOR***]**)
acting by:)
[Director][Member]
Print Name

[Director/Secretary] [Member]
Print Name

[redacted]

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Schedule 5
Site Information

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DO NOT SCALE

NOTES

Grid: Local Grid orientated to Ordnance Survey Grid (OSTN15)
Datum: Ordnance Survey Datum (OSGM15)
Site Centred Local Scale Factor: 1:000000
Site Centred about station E1

STATIONS

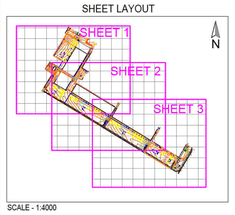
SURVEY STATIONS

Name	Easting	Northing	Height
E1	603662.654	140903.496	58.130
E2	604070.693	140853.495	57.409
D2	603985.453	140752.295	58.458
D3	603911.453	140663.295	58.458
E4	604039.656	140530.729	57.714
D1	603965.565	140775.177	58.294
C1	604058.753	140701.153	58.345
C2	604056.206	140741.679	59.272
C3	604048.358	140744.629	59.202
B1	604141.620	140653.504	60.231
B2	604170.754	140595.915	60.046
A1/B	604182.444	140569.727	60.000
A1	604182.444	140519.727	60.000
A2	604120.898	140505.636	60.633

SURVEY LEGEND

- Bank - bottom
- Building
- Bus Shel or — Bus shelter
- Cabinet — Cabinet - outline
- Crashgd Bar or — Crash barrier - corrugated
- Gul Cover — Cover - Gully
- Gul Chan — Channel drain - metal cover
- Channel drain - slot
- Cover - Inspection
- Cover - Manhole
- Concrete - bottom
- Concrete - top
- Ducting — Ducting
- Concrete - edge of
- Grass - edge of
- Metal - edge of
- Tarmac - edge of
- Handrail — Fence - handrail
- Security — Fence - security
- Temporary — Fence - temporary
- Kerb - channel line
- Kerb - shoulder
- Cvr Ø — Overground pipe
- Rail head
- Road line White
- Road line Yellow
- Steps — Steps
- Bank - top
- Gantry — Gantry - outline
- Concrete - indistinct edge
- Door
- Gate
- Bin — L Bar Bin
- CCTV — CCTV Camera
- Ducting
- ER — Earthing rod
- Gully
- Pipe E — Pipe - electric
- Pipe W — Pipe - water
- LP — Lamp Post
- Out W — Outfall Point
- DP — Down pipe
- Post — Post
- Riser — Service Riser
- VP — Vent Pipe

SHEET LAYOUT



SCALE - 1:4000

REV	DATE	BY	DESCRIPTION	CHK	APP

wsp
2 London Square, Cross Lanes, Guildford, GU1 1UN, UK
+44 (0) 1483 528400
wsp.com

CLIENT:

DEPARTMENT FOR ENVIRONMENT, FOOD AND RURAL AFFAIRS

PROJECT / DRAWING TITLE:

DEFRA SEVINGTON

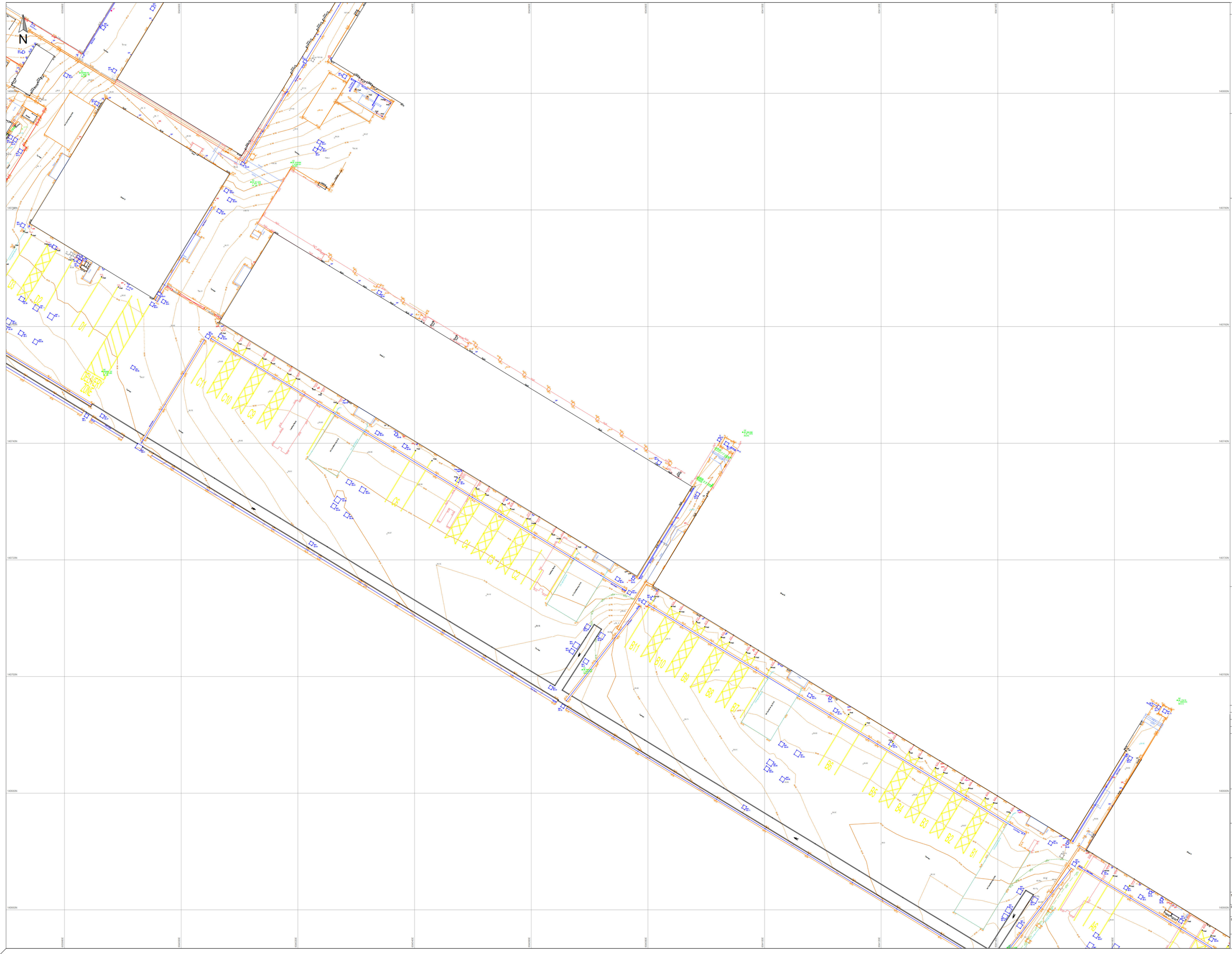
DRAWING NAME:

DEFRA SEVINGTON
TOPOGRAPHICAL SURVEY
AS OF AUGUST 2023
SHEET 1 of 3

SCALE:	SIZE:	DATE:
1:200	A0	28 SEPTEMBER 2023
DRAWN BY: JT	CHECKED BY: AL	APPROVED BY: RH

DRAWING No: 70109219-WSP-TOPO-SV-01

REV: V1



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Site Centred about station E1

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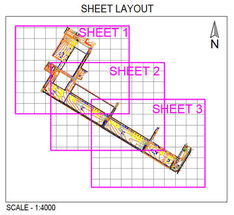
E4	604038.656	140530.729	57.714
D1	603965.565	140775.177	58.294
C1	604058.753	140701.153	58.345
C2	604056.206	140741.679	59.272
C3	604048.558	140782.229	59.222
B1	604141.620	140653.504	60.231
B2	604170.754	140595.915	60.046
B3	604199.888	140538.327	60.309
A10	604162.444	140519.727	60.487
A2	604232.698	140505.636	60.633

SURVEY LEGEND

- Bank - bottom
- Building
- Bus Shel or — Bus shelter
- Cabinet — Cabinet - outline
- Crashg ard Barr or — Crash barrier - corrugatied
- Cover - Gully
- Sml Chann — Channel drain - metal cover
- Sml Chann — Channel drain - slot
- Cover - Inspection
- Cover - Manhole
- Concrete - bottom
- Concrete - top
- Ducting — Ducting
- Concrete - edge of
- Grass - edge of
- Metal - edge of
- Tarmac - edge of
- Handrail — Fence - handrail
- Security — Fence - security
- Temporary — Fence - temporary
- Kerb - channel line
- Kerb - shoulder
- Cvr d/ — Overground pipe
- Rail head
- Road line White
- Road line Yellow
- Steps — Steps
- Bank - top
- Gantry — Gantry - outline
- Concrete - indistinct edge
- Door
- Gate
- Bin — L Bar Bin
- CCTV — CCTV Camera
- Ducting
- ER — Earthing rod
- Gully
- Pipe-E — Pipe - electric
- Pipe-W — Pipe - water
- LP — Lamp Post
- Out-W / Out-S — Outfall Point
- DP — Down pipe
- Post — Post
- Riser — Service Riser
- VP — Vent Pipe

SHEET LAYOUT



SCALE - 1:4000

REV	DATE	BY	DESCRIPTION	CHK	APP

wsp
2 London Square, Cross Lanes, Guildford, GU1 1UN, UK
+44 (0) 1483 528400
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DRAWING NAME:

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SHEET 2 of 3

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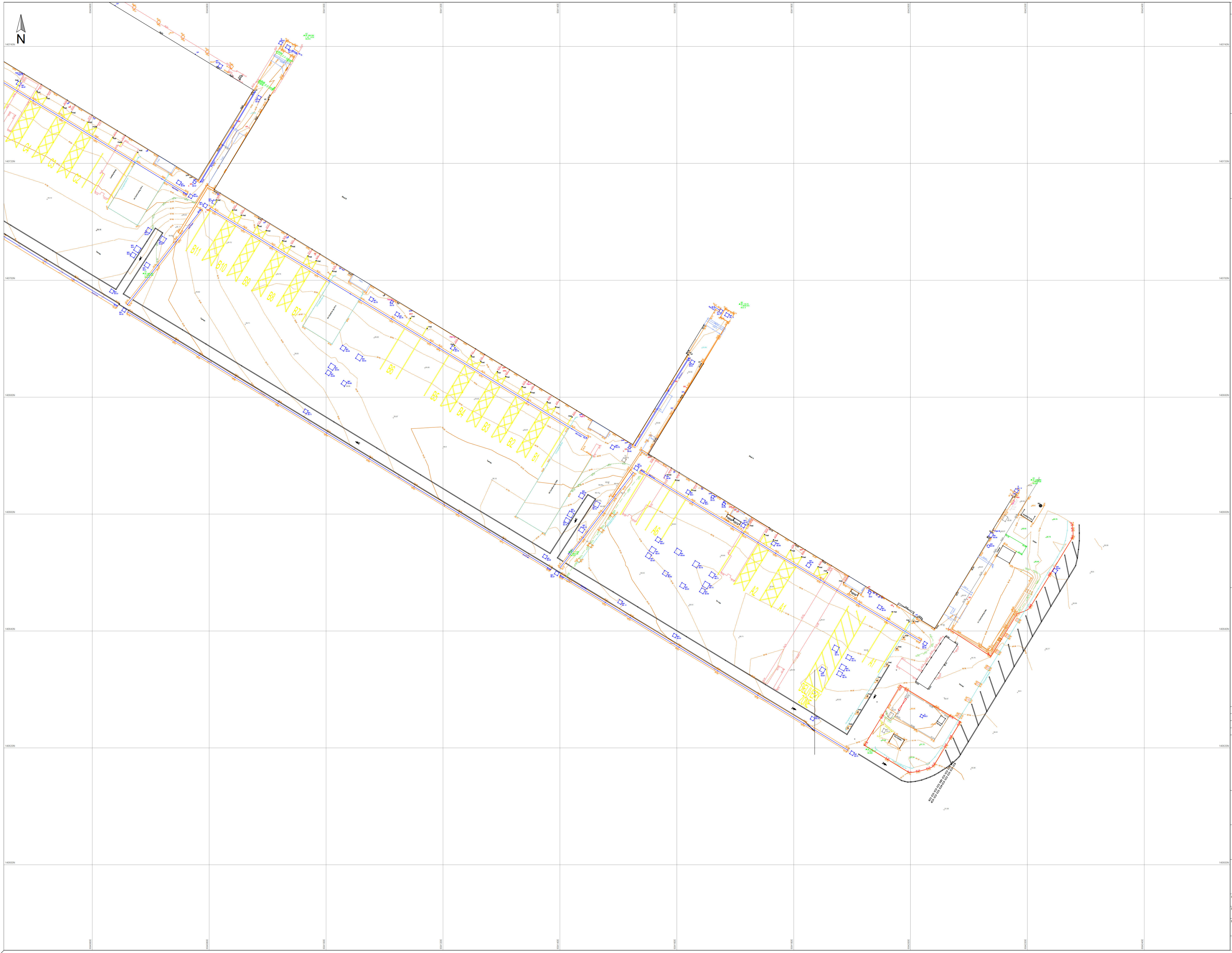
70109219-WSP-TOPO-SV-01	V1



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NOTES

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Datum: Ordnance Survey Datum (OSGM15)
Site Centred Local Scale Factor: 1.000000
Site Centred about station E1

STATIONS

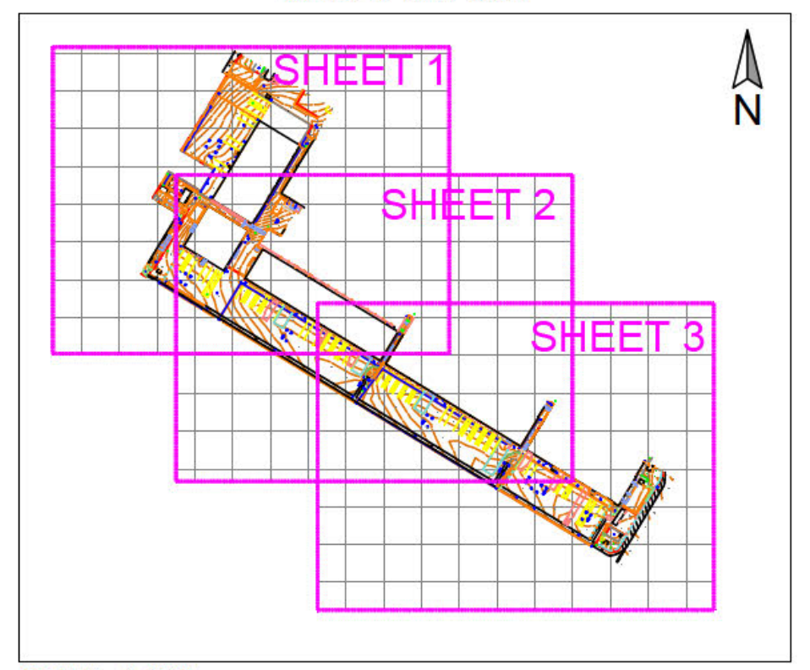
SURVEY STATIONS

Name	Easting	Northing	Height
E1	603982.654	140803.496	58.120
E2	604010.693	140853.495	57.409
D2	603986.453	140752.295	58.458
E3	604011.972	140784.775	58.468
E4	604038.656	140830.739	57.714
D1	603965.565	140775.177	58.294
C1	604068.763	140701.153	59.345
C2	604096.266	140741.879	59.272
C3	604018.859	140788.121	58.355
B1	604141.620	140653.504	60.231
B2	604170.754	140695.915	60.046
E1B	603965.547	140816.013	57.309
A1	604192.444	140619.727	60.909
A2	604220.688	140665.836	60.633

SURVEY LEGEND

	Bank - bottom
	Building
Bus Shelter	Bus shelter
Cabinet	Cabinet - outline
Corrugated Barrier	Crash barrier - corrugated
	Cover - Gully
Slot Drain	Channel drain - metal cover
Slot Drain	Channel drain - slot
	Cover - Inspection
	Cover - Manhole
	Concrete - bottom
	Concrete - top
Ducting	Ducting
	Concrete - edge of
	Grass - edge of
	Metal - edge of
	Tarmac - edge of
Handrail	Fence - handrail
Security	Fence - security
Temporary	Fence - temporary
	Kerb - channel line
	Kerb - shoulder
Dia Ø	Overground pipe
	Rail head
	Road line White
	Road line Yellow
Steps	Steps
	Bank - top
Gantry	Gantry - outline
	Concrete - indistinct edge
Door	Door
	Gate
Bin	Litter Bin
CCTV	CCTV Camera
□	Ducting
ER	Earthing rod
▥	Gully
Pipe E	Pipe - electric
Pipe W	Pipe - water
LP	Lamp Post
Outfall Dia= Dm IL z	Outfall Point
DP	Down pipe
Post	Post
Riser	Service Riser
VP	Vent Pipe

SHEET LAYOUT



SCALE - 1:4000

REV	DATE	BY	DESCRIPTION	CHK	APP

2 London Square, Cross Lanes, Guildford, GU1 1UN, UK
+44 (0) 1483 528400
wsp.com

CLIENT:

DEPARTMENT FOR ENVIRONMENT,
FOOD AND RURAL AFFAIRS

PROJECT / DRAWING TITLE:

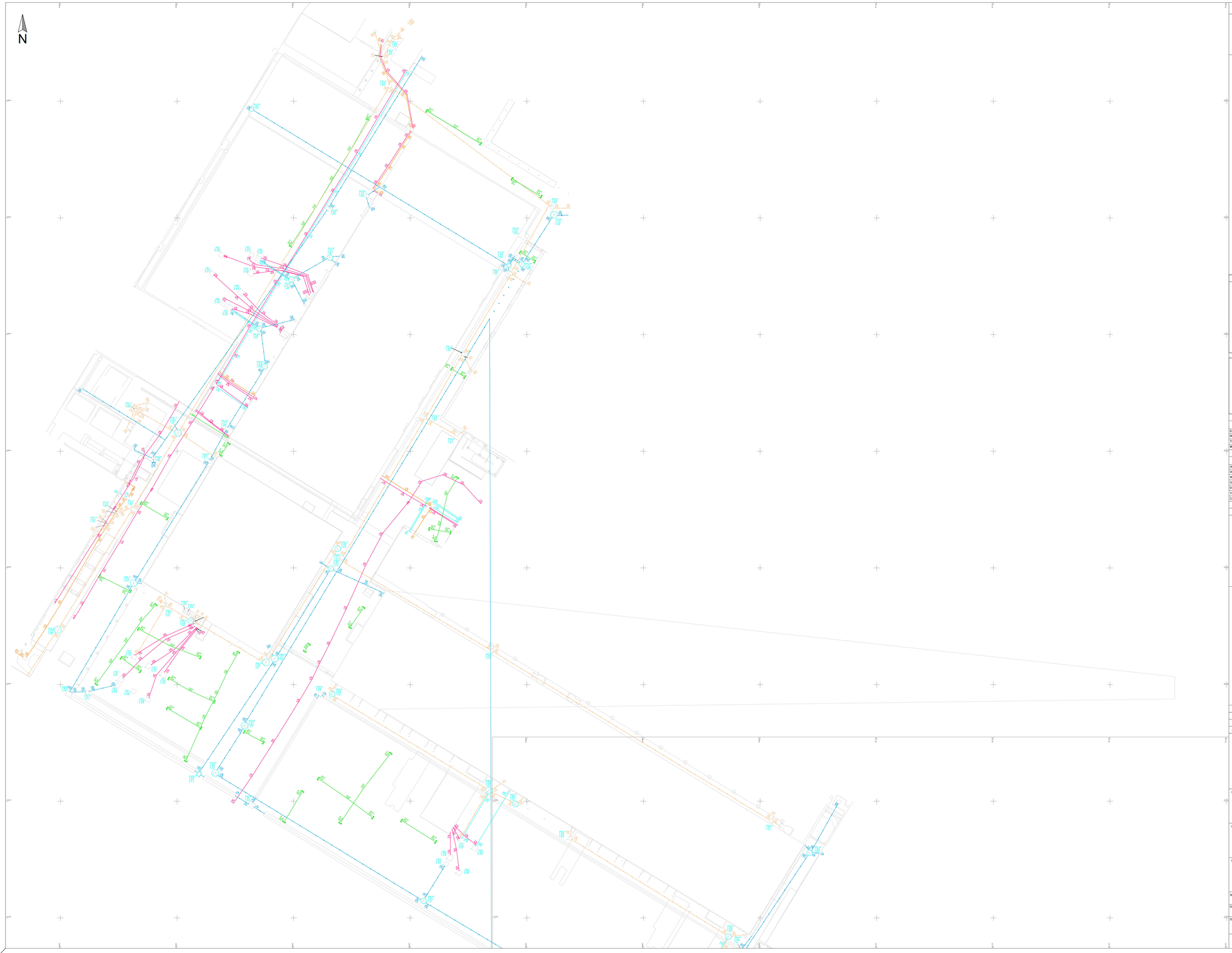
DEFRA SEVINGTON

DRAWING NAME:

DEFRA SEVINGTON
TOPOGRAPHICAL SURVEY
AS OF AUGUST 2023
SHEET 3 of 3

SCALE: 1:200	SIZE: A0	DATE: 28 SEPTEMBER 2023
DRAWN BY: JT	CHECKED BY: AL	APPROVED BY: RH

DRAWING No: 70109219-WSP-TOPO-SV-01
REV: V1



DO NOT SCALE

NOTES

Grid: Local Grid orientated to Ordnance Survey Grid (OSTN15)
Datum: Ordnance Survey Datum (OSGM15)
Site Centred Local Scale Factor: 1:000000
Site Centred about station E1

LEGEND

"DEPTH"/"C" QL-B1	UIG CATV QL-B1
"DEPTH"/"C" QL-B2	UIG CATV QL-B2
	Manhole Chamber Extents
"DEPTH"/"C" QL-B2	Utility Duct QL-B2
"DEPTH"/"C" QL-B1	UIG Electricity QL-B1
"DEPTH"/"C" QL-B2	UIG Electricity QL-B2
"DEPTH"/"C" QL-B1	UIG Electricity HV QL-B1
"DEPTH"/"C" "CVS" QL-B2	Sewer foul QL-B2
"DEPTH"/"C" "CVS" QL-B2	Sewer surface water QL-B2
"DEPTH"/"C" QL-B2	Water QL-B2
Cir "DEPTH" QL-B2	UI GPR QL-B2
Cir "DEPTH" QL-B3	UI GPR QL-B3
"DEPTH"/"C" "CVS" QL-B2	UI Pipe QL-B2

UTILITIES ABBREVIATIONS

AR	ASSUMED ROUTE	LP	LAMP POST
BLK	BLOCKED	MAR	MAN ACCESS REQUIRED
CD	CHAMBER DEPTH	MH	MANHOLE
CL	COVER LEVEL	NPV	NO PIPES VISIBLE
CR	CABLE RISER	Ø	DIAMETER (MM)
cRd	CROWN DEPTH	OD	OUTLET DEPTH
d	DEPTH (METRES)	RE	ROD/DING EYE
DBC	DIRECTLY BURIED CABLE	ROD	RISK OF DAMAGE
EOT	END OF TRACE	S	SILTED
ER	EARTH ROD	SF	SOFFIT DEPTH
FH	FIRE HYDRANT	TFR	TAKEN FROM RECORDS
FLD	FLOODED	TL	TRAFFIC LIGHT
G	GULLY	TP	TELEPHONE POLE
GR	GAS RISER	UTL	UNABLE TO LIFT
GV	GAS VALVE	UTS	UNABLE TO SURVEY
IC	INSPECTION CHAMBER	UTT	UNABLE TO TRACE
ID	INVERT DEPTH	VP	VENT PIPE
IL	INVERT LEVEL	WD	WATER DEPTH
JB	JUNCTION BOX	WV	WATER VALVE

Utility Equipment Information

Equipment	Manufacturer	Model	Serial Number	Date of Calibration
RD8100	RADIODETECTION	8100	10/81/FDL-GB-365	26/06/2023
TX10	RADIODETECTION	TX10	10/81-10B-GB-412	22/06/2023
MALA CORE	MALA	CORE	28500008	26/10/2023

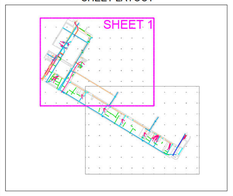
Desktop Utility Record Search

Utility Type	Utility Owners	Date of Issue
Drainage	Not Supplied	NA
Water	Not Supplied	NA
Gas	Not Supplied	NA
Electricity	Not Supplied	NA
Telecom	Not Supplied	NA
CATV	Not Supplied	NA

Warning Notes

Where cables cannot be detected individually an average depth has been obtained and trial excavations are recommended to confirm number and depths of cables banded together.
Pot-ended, fibre optic and balance HV cables are often difficult to detect and although WSP have made all reasonable efforts to locate or transpose this information from records, we cannot always guarantee that all cables have been located. All reasonable efforts have been made to locate these using both EML and GPR.
W the close proximity of electric substations, metallic structure,buildings and under overhead power cables EML and GPR results may be compromised. All reasonable efforts have been made to verify our results using GPR wherever conditions permitted.
Drainage information has been obtained without confined space entry into the chamber.
When surveying drainage WSP will have tried all avenues to locate the route of the sewer. Issues such as blockages, surcharging, flooding, sedimentation, sewer collapse, root ingress, excessive depth, obstructions in the sewer and lack of access to the sewer may hinder the drainage survey.If such a case should occur recommendations have been made to help scour further information.
Pipe / duct sizes where possible have been recorded from surface inspection or taken from record information. Pipe sizes have been recorded in millimetres and depths in metres, except in instances where sizes are indicated in imperial un to on the record information.
Record information should be treated with caution. Trial excavations cannot confirm when utilities are redundant unless there is visual or record evidence to indicate this. Where available, the survey investigations will have been cross referenced with record information. If a utility shown on the records cannot be detected on s ite, the information has been added to the drawing and indicated as QB4 (R). However it should be noted that the accuracy of the records cannot be guaranteed.

SHEET LAYOUT



REV	DATE	BY	DESCRIPTION	CHK	APP

1st Floor, Exchange Station, Tithebarn Street, Liverpool, L2 2QP, UK
T+44 (0) 151 331 8214
wsp.com

CLIENT:

DEPARTMENT FOR ENVIRONMENT, FOOD AND RURAL AFFAIRS

PROJECT / DRAWING TITLE:

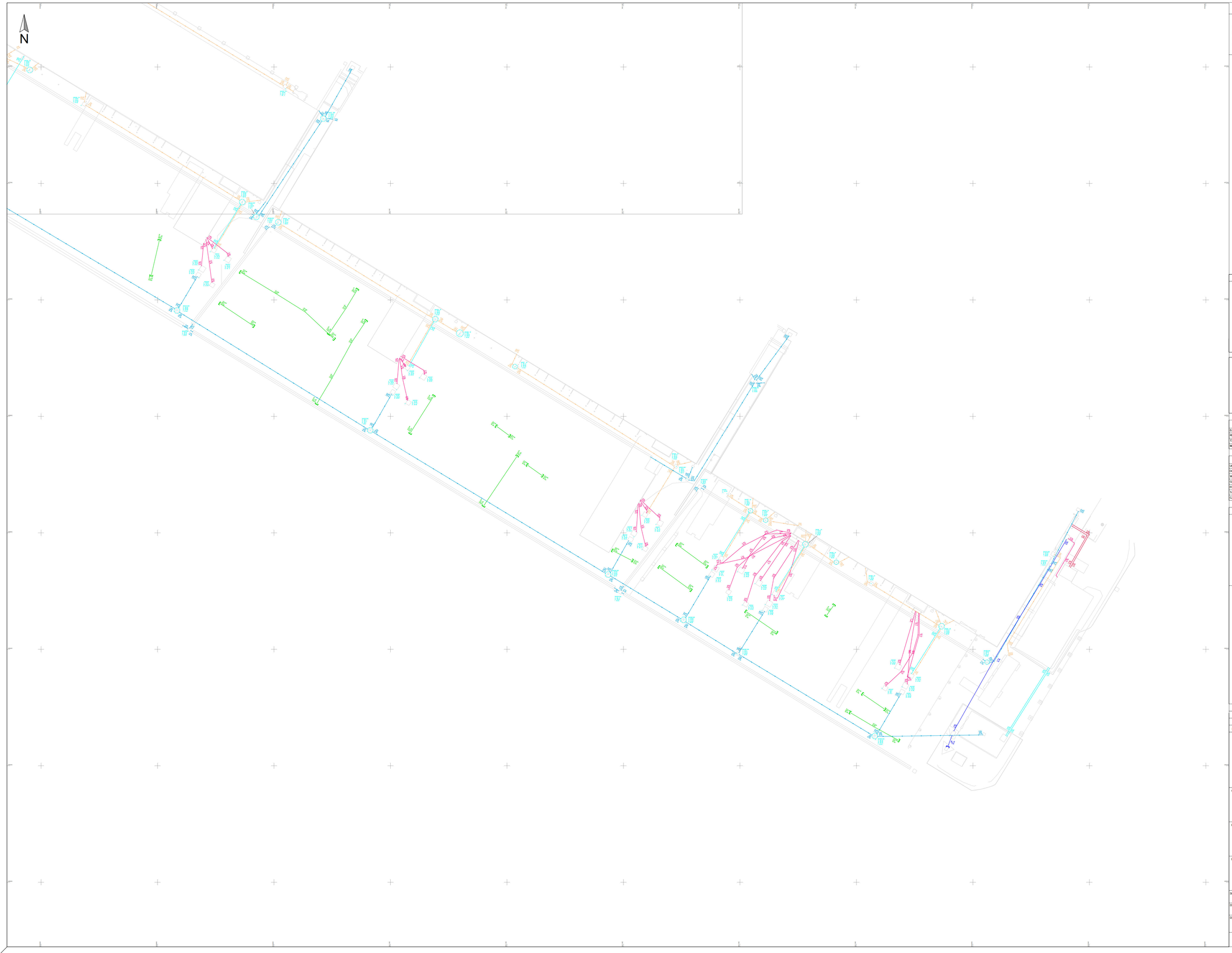
DEFRA Sevington

DRAWING NAME:

DEFRA SEVINGTON
BURIED SERVICES SURVEY
AS OF NOVEMBER 2023
SHEET 1 of 2

SCALE:	SIZE:	DATE:
1:200	A0	03/11/2023
DRAWN BY: BB	CHECKED BY: FA	APPROVED BY: CS

DRAWING No:	REV:
70109219-WSP-UTIL-SV-01	01



DO NOT SCALE

NOTES

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Datum: Ordnance Survey Datum (OSGM15)
Site Centred Local Scale Factor: 1:000000
Site Centred about station E1

LEGEND

DEPTH=0 QL-81	U/G CATV QL-81
DEPTH=0 QL-82	U/G CATV QL-82
	Manhole Chamber Extents
DEPTH=0 X=0 QL-82	Utility Duct QL-82
DEPTH=0 QL-81	U/G Electricity QL-81
DEPTH=0 QL-82	U/G Electricity QL-82
DEPTH=0 QL-81	U/G Electricity HV QL-81
DEPTH=0 X=0 QL-82	Sewer foul QL-82
DEPTH=0 X=0 QL-82	Sewer surface water QL-82
DEPTH=0 X=0 QL-82	Water QL-82
Cd DEPTH= QL-82	U/I GPR QL-82
Cd DEPTH= QL-83	U/I GPR QL-83
DEPTH=0 QL-82	U/I Pipe QL-82

UTILITIES ABBREVIATIONS

AR	ASSUMED ROUTE	LP	LAMP POST
BLK	BLOCKED	MAR	MAN ACCESS REQUIRED
CD	CHAMBER DEPTH	MH	MANHOLE
CL	COVER LEVEL	NPV	NO PIPES VISIBLE
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Desktop Utility Record Search

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CATV	Not Supplied	NA

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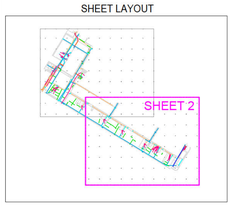
W thin close proximity of electric substations, metallic structure,buildings and under overhead power cables EML survey results may become restricted. All reasonable efforts have been made to verify our results using GPR wherever conditions permitted.
Manhole chambers cannot be entered or inspected without confined space entry into the chamber.
When surveying drainage WSP will have tried all avenues to locate the route of the sewer. Issues such as blockages, surcharging, flooding, sedimentation, sewer collapse, root ingress, excessive depth, obstructions or heavy traffic flow may have affected WSP's ability to complete the survey.If such a case should occur recommendations have been made to help occur further information.
Pipe sizes have been obtained from record information, visual inspection or taken from record information. Pipe sizes have been recorded in millimetres and depths in metres, except in instance where sizes are indicated in imperial un-ts on the record information.
All utilities detected should be considered live and WSP cannot confirm when utilities are redundant unless there is visual or record evidence to indicate this. When available, the survey investigations will have been cross referenced with record information. If a utility shown on the records cannot be detected on site, the information has been added to the drawing and indicated as Q84 (R). However it should be noted that the accuracy of the records cannot be guaranteed.

SHEET LAYOUT



REV	DATE	BY	DESCRIPTION	CHK	APP

1st Floor, Exchange Station, Tithebarn Street, Liverpool, L2 2QP, UK
T+44 (0) 151 331 8214
wsp.com

CLIENT:

DEPARTMENT FOR ENVIRONMENT, FOOD AND RURAL AFFAIRS

PROJECT / DRAWING TITLE:

DEFRA SEVINGTON

DRAWING NAME:

DEFRA SEVINGTON
BURIED SERVICES SURVEY
AS OF NOVEMBER 2023
SHEET 2 of 2

SCALE:	SIZE:	DATE:
1:200	A0	03/11/2023
DRAWN BY: BB	CHECKED BY: FA	APPROVED BY: CS

DRAWING No:	REV:
70109219-WSP-UTIL-SV-01	01

Schedule 6
Activity Schedule and Pricing Information

DEFRA

SEVINGTON BCP - EVALUATION SHEET

INVITATION TO TENDER - Annex 4: Activity Schedule

Department for Environment Food & Rural Affairs

[redacted]

DEFRA

SEVINGTON BCP - SUMMARY

INVITATION TO TENDER - Annex 4: Activity Schedule

Department
for Environment
Food & Rural Affairs

[redacted]

Schedule 7
UK GDPR

The following definitions shall apply to this Schedule 7:

Agreement: this contract.

Controller, Processor, Data Subject, Personal Data, Personal Data Breach, Data Protection Officer take the meaning given in the UK GDPR.

Data Protection Impact Assessment: an assessment by the Controller carried out in accordance with Section 3 of the UK GDPR and sections 64 and 65 of the DPA 2018.

Data Protection Legislation: (i) all applicable UK law relating to the processing of personal data and privacy, including but not limited to the UK GDPR, and the Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy; and (ii) (to the extent that it may be applicable) the EU GDPR). The UK GDPR and EU GDPR are defined in section 3 of the Data Protection Act 2018.

Data Loss Event: any event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.

DPA 2018: Data Protection Act 2018.

Data Subject Request: a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to Data Protection Legislation to access their Personal Data.

Joint Controllers: takes the meaning given in Article 26 of the UK GDPR.

Law Enforcement Processing: processing under Part 3 of the DPA 2018.

Processor Personnel: all directors, officers, employees, agents, consultants and contractors of the Processor and/or of any Sub-processor engaged in the performance of its obligations under this Agreement.

Protective Measures: appropriate technical and organisational measures designed to ensure compliance with obligations of the Parties arising under Data Protection Legislation and this Agreement, which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the measures adopted by it.

Sub-processor: any third party appointed to process Personal Data on behalf of that Processor related to this Agreement.

UK GDPR: the UK General Data Protection Regulation.

1. DATA PROTECTION

1.1 The Parties acknowledge that for the purposes of Data Protection Legislation, the *Client* is the Controller and the *Contractor* is the Processor. The only processing that the Processor is authorised to do is listed in the Annex to this Schedule 7 by the Controller and may not be determined by the Processor. The term “processing” and any associated terms are to be read in accordance with Article 4 of the UK GDPR.

1.2 The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe Data Protection Legislation.

1.3 The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Controller, include:

(a) a systematic description of the envisaged processing operations and the purpose of the processing;

(b) an assessment of the necessity and proportionality of the processing operations in relation to the *works*;

(c) an assessment of the risks to the rights and freedoms of Data Subjects; and

(d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

1.4 The Processor shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:

a) process that Personal Data only in accordance with the Annex to this Schedule 7, unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Controller before processing the Personal Data unless prohibited by Law;

b) ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, which the Controller may reasonably reject. In the event of the Controller reasonably rejecting Protective Measure put in place by the Processor, the Processor must propose alternative Protective Measures to the satisfaction of the Controller. Failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures. Protective Measures must take account of the:

(i) nature of the data to be protected;

(ii) harm that might result from a Data Loss Event;

(iii) state of technological development; and

(iv) cost of implementing any measures;

c) ensure that:

(i) the Processor Personnel do not process Personal Data except in accordance with this Agreement (and in particular the Annex to this Schedule 7);

(ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:

(A) are aware of and comply with the Processor’s duties under this clause;

(B) are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;

(C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in

writing to do so by the Controller or as otherwise permitted by this Agreement; and

(D) have undergone adequate training in the use, care, protection and handling of Personal Data; and

d) not transfer Personal Data outside of the UK unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:

(v) the destination country has been recognised as adequate by the UK government in accordance with Article 45 UK GDPR or section 74 of the DPA 2018;

(vi) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or section 75 DPA 2018) as determined by the Controller;

(vii) the Data Subject has enforceable rights and effective legal remedies;

(viii) the Processor complies with its obligations under Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and

(ix) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;

e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Agreement unless the Processor is required by Law to retain the Personal Data.

1.5 Subject to clause 1.6, the Processor shall notify the Controller immediately if it:

(a) receives a Data Subject Request (or purported Data Subject Request);

(b) receives a request to rectify, block or erase any Personal Data;

(c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;

(d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;

(e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or

(f) becomes aware of a Data Loss Event.

1.6 The Processor's obligation to notify under clause 1.5 shall include the provision of further information to the Controller, as details become available.

1.7 Taking into account the nature of the processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 1.5 (and insofar as possible within the timescales reasonably required by the Controller) including but not limited to promptly providing:

(a) the Controller with full details and copies of the complaint, communication or request;

(b) such assistance as is reasonably requested by the Controller to enable the Controller to comply with a Data Subject Request within the relevant timescales set out in Data Protection Legislation;

(c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;

(d) assistance as requested by the Controller following any Data Loss Event;

(e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.

1.8 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Processor employs fewer than 250 staff, unless:

(a) the Controller determines that the processing is not occasional;

(b) the Controller determines the processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or

(c) the Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

1.9 The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.

1.10 Each Party shall designate its own data protection officer if required by the Data Protection Legislation .

1.11 Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Processor must:

(a) notify the Controller in writing of the intended Sub-processor and processing;

(b) obtain the written consent of the Controller;

(c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause such that they apply to the Sub-processor; and

(d) provide the Controller with such information regarding the Sub-processor as the Controller may reasonably require.

1.12 The Processor shall remain fully liable for all acts or omissions of any of its Sub-processors.

1.13 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Controller may on not less than 30 Working Days' notice to the Processor amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.

Annex to Schedule 7 – Processing, Personal Data and Data Subjects

This Annex shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Annex shall be with the Controller at its absolute discretion.

1. The contact details of the Controller's Data Protection Officer are: [Insert Contact details]

2. The contact details of the Processor's Data Protection Officer are: [Insert Contact details]

3. The Processor shall comply with any further written instructions with respect to processing by the Controller.

4. Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the *Client* is the Controller and the *Contractor* is the Processor in accordance with Clause 1.1. [Guidance: You may need to vary this section where (in the rare case) the *Client* and *Contractor* have a different relationship. For example where the Parties are Joint Controllers. You should take advice before doing so.]
Subject matter of the processing	[This should be a high level, short description of what the processing is about i.e. its subject matter of the contract. Example: The processing is needed in order to ensure that the Processor can effectively deliver the contract to provide [insert description of relevant service].]
Duration of the processing	[Clearly set out the duration of the processing including dates]
Nature and purposes of the processing	[Please be as specific as possible, but make sure that you cover all intended purposes. The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction,

	erasure or destruction of data (whether or not by automated means) etc.]
Type of Personal Data being Processed	[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc.]
Categories of Data Subject	[Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc.]
International transfers and legal gateway	[Explain where geographically personal data may be stored or accessed from. Explain the legal gateway you are relying on to export the data e.g. adequacy decision, EU SCCs, UK IDTA. Annex any SCCs or IDTA to this contract.]
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	[Describe how long the data will be retained for, how it be returned or destroyed]

Schedule 8
Cyber Essentials Scheme

CYBER ESSENTIALS

CYBER ESSENTIALS SCHEME

1. DEFINITIONS

1.1 In this Schedule, the following words shall have the following meanings:

"Cyber Essentials Scheme"	the Cyber Essentials Scheme developed by the Government which provides a clear statement of the basic controls all organisations should implement to mitigate the risk from common internet based threats (as may be amended from time to time). Details of the Cyber Essentials Scheme can be found here:https://www.gov.uk/government/publications/cyber-essentialsscheme-overview;
"Cyber Essentials Basic Certificate"	the certificate awarded on the basis of self-assessment, verified by an independent certification body, under the Cyber Essentials Scheme and is the basic level of assurance;
"Cyber Essentials Certificate"	Cyber Essentials Basic Certificate, the Cyber Essentials Plus Certificate or the Cyber Essential Scheme certificate equivalent to be provided by the *Contractor* as set out in the Framework Data Sheet;
"Cyber Essential Scheme Data"	sensitive and personal information and other relevant information as referred to in the Cyber Essentials Scheme; and
"Cyber Essentials Plus Certificate"	the certification awarded on the basis of external testing by an independent certification body of the *Contractor's* cyber security approach under the Cyber Essentials Scheme and is a more advanced level of assurance.

2. CYBER ESSENTIALS OBLIGATIONS

2.1 Where the Scope requires that the *Contractor* provide a Cyber Essentials Certificate prior to the execution of the *works,* the *Contractor* provides a valid Cyber Essentials Certificate, then on or prior to the commencement of the *works* the *Contractor* delivers to the *Client* evidence of the same. Where the *Contractor* fails to comply with this paragraph it is prohibited from commencing the carrying out of the *works* under any contract until such time as the *Contractor* has evidenced to the *Client* its compliance with this paragraph 2.1.

2.2 Where the *Contractor* continues to process Cyber Essentials Scheme Data during the carrying out of the *works* the *Contractor* delivers to the *Client* evidence of renewal of the Cyber Essentials Certificate on each anniversary of the first applicable certificate obtained by the *Contractor* under paragraph 2.1.

2.3 Where the *Contractor* is due to process Cyber Essentials Scheme Data after the commencement of the *works* but before completion of the *works* the *Contractor* delivers to the *Client* evidence of:

> 2.3.1 a valid and current Cyber Essentials Certificate before the *Contractor* processes any such Cyber Essentials Scheme Data; and
>
> 2.3.2 renewal of the valid Cyber Essentials Certificate on each anniversary of the first Cyber Essentials Scheme certificate obtained by the *Contractor* under paragraph 2.1.

2.4 In the event that the *Contractor* fails to comply with paragraphs 2.2 or 2.3 (as applicable), the *Client* may terminate this contract for material default.

2.5 The *Contractor* ensures that all sub-contracts with Subcontractors who process Cyber Essentials Data contain provisions no less onerous on the Subcontractors than those imposed on the *Contractor* under this contract in respect of the Cyber Essentials Scheme under paragraph 2.1 of this Schedule.

2.6 This Schedule shall survive termination or expiry of this contract.

Schedule 9
Contractor's Tender

isg

Department for Environment
Food & Rural Affairs | November 2023

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Department for Environment
Food & Rural Affairs | November 2023

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Department for Environment
Food & Rural Affairs | November 2023

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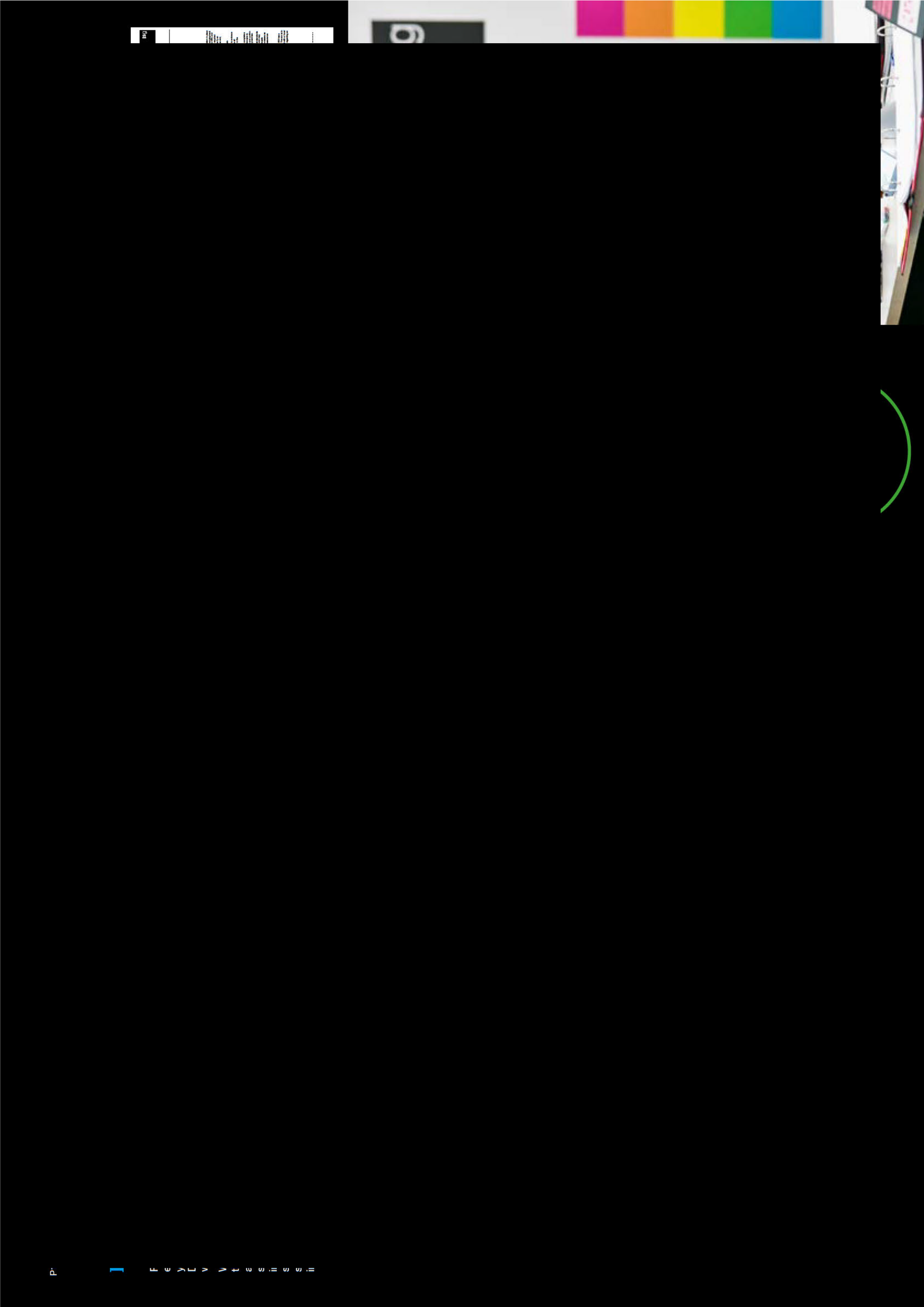

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t: 01227 792000 | isgltd.com

Fit out | Technology | Engineering services

Department for Environment
Food & Rural Affairs | November 2023

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Met

Defra.

Department for Environment
Food & Rural Affairs | November 2023

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