



Highways England Company Limited

NEC 4 Professional Service Contract (PSC)

- Option E

(June 2017 with amendments January 2019)

Volume 3

Work Order Contract Data

**Specialist, Professional, Environmental, Customer-
Insight, Technical, Research and Engineering
Services (SPECTRE)**

September 2019

CONTENTS AMENDMENT SHEET

[Note to Compiler to delete the contents of the Amendments Page prior to issue]

Issue No.	Revision No.	Amendments	Initials	Date
1	0	Framework tender version	JM	13/09/19

[All text in red or contained in the comment boxes are for the Procurement Officer to review and must be removed when finalising the tender document.

Black text must not be changed and any proposed departures from the approach set out in this model Contract Data must be discussed and agreed between the Procurement Officer and the Contract Development & Assurance (CD&A) Team.

When filling in these documents please refer to the following NEC4 books:

- NEC4 framework contract
- preparing and managing a framework contract]

Work Order Contract Data

The Data which will apply to all Work Orders is

1 General

The *conditions of contract* are the framework contract in addition to the core clauses and the clauses for the following main Option, the Option for resolving and avoiding disputes and secondary Options of the NEC4 Professional Service Contract June 2017 with amendments January 2019.

Main Option

E

Option for resolving and
avoiding disputes

[W1 or W2]

Secondary Options

X2, X10, X11, X18, X20
Y(UK)1, [Y(UK)2,] Y(UK)3
Z Clauses (Work Order)The *service* is

[...]

The *Client* is

Name

Highways England Company Limited

Address for
communicationsBridge House,
1 Walnut Tree Close
Guildford
Surrey GU1 4LZ
Registered number 09346363The *Service Manager* is

Name

[...]

Address for communications

[...]

Address for electronic communications

[...]

The Scope is in

the Work Order Scope

The *language of the contract* is

English

The *law of the contract* is the law of

England, subject to the jurisdiction of the Courts of England

The *period for reply* is

two weeks except that

The *period for reply* for

[...] is [...]

The *period for reply* for

[...] is [...]

The *period for retention* is

six year(s) following Completion or earlier termination

The following matters will be included in the Early Warning Register

[...]

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

one month

2 The Consultant'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)

(2)

(3)

The *Consultant* prepares forecasts of the total Time Charge and expenses at intervals no longer than

3 Time

The *starting date* is

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

access

access date

(1)

(2)

(3)

The *Consultant* submits revised programmes at intervals no longer than

The *completion date* for the whole of the *service* is

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

CD2 entry if Consultant is to add the date]

4 Quality management

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

four weeks

The period between Completion of the whole of the *service* and the *defects date* is

[...]

5 Payment

The *currency of the contract* is the

Pound sterling (£)

The *assessment interval* is

[4 weeks]

The *expenses* stated by the *Client* are

Item

amount

Travel and Subsistence

Payments in accordance with the *Clients* scale.

[...]

[...]

The *interest rate* is, (unless the provisions of the Late Payment of Commercial Debts (Interest) Act 1998 otherwise require) is

3

% per annum (not less than 2) above the

base

rate of the

Bank of England

in force from time to time

If the period in which payments are made is not three weeks and Y(UK)2 is not used.

The period within which payments are made is

[...]

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

N/A

The *exchange rates* are those published in

The Financial Times

on

The assessment date when the payment in another currency is in Price for Service Provided to Date

(date)

6 Compensation events

These are additional compensation events

- Z14.1 – The *Client* notifies the *Consultant* that payments under the Work Order will no longer be made using the Project Bank Account .

8 Liabilities and insurance

These are additional *Client's* liabilities

(1)

[...]

(2)

[...]

(3)

[...]

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

Event	Minimum amount of cover	Period following completion of the whole of the <i>service</i> or termination
The <i>Consultant's</i> failure to use the skill and care normally used by professionals providing services similar to the <i>service</i>	A limit of indemnity of not less than [ten] million pounds (£[10,000,000]) in respect of any one claim without limit to the number of claims in any annual policy period, [Additionally for lot 1 Work Orders: but [ten] million pounds (£[10,000,000]) in respect of any one claim and in the annual aggregate for liability arising out of pollution or contamination (to the extent	From the <i>starting date</i> until [12 (12)] years following completion of the whole of the <i>service</i> of earlier termination.

	insured by the relevant policy).]	
death of or bodily injury to a person (not an employee of the <i>Consultant</i>) or loss of or damage to property resulting from an action or failure to take action by the <i>Consultant</i>	A limit of indemnity of not less than [ten] million pounds (£10,000,000) in respect of any one occurrence, the number of occurrences being unlimited in any annual policy period, and in the aggregate per annum in respect of products and pollution liability (to the extent insured by the policy). In respect of any use of motor vehicles in connection with the contract a limit of indemnity as required by statute.	from the <i>starting date</i> until all notified Defects have been corrected or earlier termination
Death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with this contract	A limit of indemnity of not less than [five] million pounds (£5,000,000) in respect of any one occurrence, the number of occurrences being unlimited in any annual policy period, or as required by statute.	from the <i>starting date</i> until all notified Defects have been corrected or earlier termination

The *Client* provides these insurances from the Insurance Table

(1) Insurance against

[...]

Minimum amount of cover is

[...]

The deductibles are

[...]

(2) Insurance against

[...]

Minimum amount of cover is

[...]

The deductibles are

[...]

(3) Insurance against

[...]

Minimum amount of cover is

[...]

The deductibles are

[...]

The *Client* provides these additional insurances

(1) Insurance against

[...]

Minimum amount of cover is

[...]

The deductibles are

[...]

(2) Insurance against

[...]

Minimum amount of cover is

[...]

The deductibles are

[...]

(3) Insurance against

[...]

Minimum amount of cover is

[...]

The deductibles are

[...]

The *Consultant* provides these additional insurances

(1) Insurance against

[...]

Minimum amount of cover is

[...]

The deductibles are

[...]

(2) Insurance against

[...]

Minimum amount of cover is

[...]

The deductibles are

[...]

(3) Insurance against

[...]

Minimum amount of cover is

[...]

The deductibles are

[...]

The *Consultant's* total liability to the *Client* for all matters arising under or in connection with the contract, other

than the excluded matters is limited to

[...]

Resolving and avoiding disputes

The *tribunal* is

arbitration

The *arbitration procedure* is

[The Institution of Civil Engineers Arbitration Procedure (April 2012) **OR** Chartered Institute of Arbitrators' Arbitration Rules (2000)]

The place where arbitration is to be held is

London

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 President for the time being of the Institution of Civil Engineers or his nominee **OR** President or Vice President of the Chartered Institute of Arbitrators]

The *Senior Representatives* of the *Client* are

Name (1)

[...]

Address for communications

[...]

Address for electronic communications

[...]

Name (2)

[Senior Representative from Business Area]

Address for communications

[...]

Address for electronic communications

[...]

The *Adjudicator* is

Name

[...]

Address for communications

[...]

Address for electronic communications

[...]

The *Adjudicator nominating body* is

[The Institution of Civil Engineers **OR** Chartered Institute of Arbitrators for non-engineering services]

X2: Changes in the law

The *law of the project* is

England, subject to the jurisdiction of the Courts of England.

X10: Information modelling

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

[...]

X18: Limitation of liability

The *Consultant's* liability to the *Client* for indirect or consequential loss is limited to

[...]

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

[...]

The *end of liability date* is

[...]

years after the Completion of the whole of the *service*

X20: Key Performance Indicators (not used with Option X12)

The *incentive schedule* for Key Performance Indicators is in

[...]

A report of performance against each Key Performance Indicator is provided at intervals of

[...]

months

Y(UK)1: Project Bank Account

The *Consultant* **is** to pay any charges made and to be paid any interest paid by the *project bank*.

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

[...]

which payment becomes due

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

Term

beneficiary

Fair payment (Work Order Scope S826)

A Subcontractor
subcontractors
subsubcontractors

Subcontracting (Work Order Scope S825)

A Subcontractor
subcontractors
subsubcontractors

[...]

[...]

Term

beneficiary

The provisions of Options Y(UK)1

Named Suppliers

Contract Data entries relating to Z Clauses

Z13 - The *relevant services* and the *relevant service conditions* are

<i>relevant service</i>		<i>relevant service conditions</i>
Reference	Reference sections of the Scope	

PART TWO – DATA PROVIDED BY THE SUPPLIER

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

The Data which will apply to all Works Orders is

The *Consultant* is the

Supplier

The *key persons* are the people listed in the key person schedule.

The following matters will be included in the Early Warning Register

2 The *Consultant's* main responsibilities

The Scope provided by the *Consultant* is in

3 Time

The programme identified in the Contract Data is

The *completion date* for the whole of the *service* is

5 Payment

The *expenses* stated by the *Consultant* are any

item

amount

Resolving and avoiding disputes

The *Senior Representatives of the Consultant* are

Name (1)

Address for communications

Address for electronic communications

Name (2)

Address for communications

Address for electronic communications

X10: Information modelling

The *information execution plan* identified in the Contract Data is

Y(UK)1: Project Bank Account

The *project bank* is

named suppliers are

Contract Data entries relating to Z Clauses

Z13 - The *Software Schedule* is in the document called “the *Software Schedule*”

Schedule of Cost Components

The Schedule of Cost Components is

The Highways England Option E Schedule of Cost Components

The *staff rates* are the rates calculated using the method set out in the Highways England Option E Schedule of Cost Components. A *staff rate*, except for specialist roles, does not exceed the relevant Maximum Staff Rate.

The *maximum staff rate* is the Maximum Staff Rate for the Highways England Role stated in the *quotation information*.

Z Clauses (Work Order)**Z1 Changes to core & Secondary Option clauses**

11 Identified and defined terms

11.2 Add the following defined terms:

[(24) Documentation has the meaning defined in the Scope.]

(25) Enforcement Action is enforcement action brought by a regulatory authority against the *Consultant* or an Associated Company under any health and safety or environmental legislation, including a successful prosecution or the issue of a prohibition or improvement notice under any contract.

(26) Incoming Consultant is any consultant appointed by the *Client* to Provide the Service or part of it (or a similar service or part of it) [in relation to the Affected Property (or part of it)] in place of the *Consultant*.

[(27) Indemnified Person has the meaning defined in the Scope.]

(28) Information Systems are the systems specified in the Scope for the collection and storage of information regarding the *service* or any revised systems introduced by the *Client* from time to time.

[(29) Intellectual Property Rights or IPRs are

- copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks (and goodwill attaching to those 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 (as set out in the Scope),
- applications for registration, and the right to apply for registration, for any of the rights listed above that are capable of being registered in any country or jurisdiction and
- all other rights having equivalent or similar effect in any country or jurisdiction.]

[(30) Licence is the document entitled "Highways England: Licence" dated April 2015 listed in Annex 2 to the Scope.]

[(31) Open Source Software has the meaning defined in the Work Order Scope.]

[(32) OSS has the meaning defined in the Scope.]

(33) Quality Management Points are points accrued by the *Consultant* in accordance with the quality table in the Scope.

(34) Related Dispute is a dispute under or in connection with a contract between a Party and Others relating to this contract.

(35) Related Dispute Adjudicator is an adjudicator appointed to determine a Related Dispute.

(36) Relevant Tax Authority is HM Revenue & Customs or, if the *Consultant* is established in another jurisdiction, the tax authority in that jurisdiction.

(37) RIDDOR Incident is an incident occurring under any contract between

- The *Consultant* or an Associated Company and
- The *Client* or any other person

Which results in death or serious injury to any worker or non-worker and for which the *Consultant* is responsible under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (or any replacement of it).

[(38) Software has the meaning defined in the Scope.]

(39) Threshold Level is the threshold level of Quality Management Points stated in the Scope.

(40) Time Charge is the sum of the products of each of the *staff rates* multiplied by the total staff time appropriate to that rate properly spent on a contract less Disallowed Cost.

Amend the following terms

11.2 (8) Delete

11.2 (17) Delete

11.2 (18) Disallowed Cost

In the definition of “Disallowed Cost”

(i) after “and the cost of” insert the following additional bullet points

- implementing any modifications or enhancements to the *Consultant’s* data collection systems (or those of a subcontractor, at any stage of remoteness from the Client) to meet the Client’s requirements as stated in the Scope,
- carrying out additional audits of the *Consultant’s* quality management system during any period while the number of Quality Management Points in effect is above the Threshold Level,
- replacing a *key person* (and any associated costs).

11.2 (21) Delete and replace with “The Price for Services Provided to Date is the total of the Time Charge for the work which has been completed.”

11.2 (23) Delete and replace with “The Prices are the Time Charge.”

20 Providing the Service

20.5 In the first line delete “Defined Cost” and replace with “Time Charge”.

23 Subcontracting

23.3 Insert an additional bullet point after “A reason for not accepting the subcontract documents is that”

- they do not include all the provisions specified in the Scope.

25 Assignment

Delete clause 25

26 Disclosure

Delete clause 26

50 Assessing the amount due

50.8 Delete “Payments of Defined Cost made by the *Consultant*” and replace with “Payments for staff whose *staff rate* is stated in the Work Order Pricing Document”.

50.9 Delete “Defined Cost” in the first line, the first bullet point, the fifth bullet point and the last paragraph and in each case replace with “Time Charge”.

Delete “the cost” in the fifth bullet point and insert “(as appropriate) the *Consultant’s* original or corrected assessment”.

52 Defined Cost

Delete the heading “Defined Cost” and replace with “Time Charges”.

52.1 Delete clause 52.1

52.3 Delete “Defined Cost” in the first bullet point and replace with “Time Charge”.

60 Compensation events

60.1(1) delete “or” at the end of the first bullet point and insert a comma. At the end of the clause delete the full stop and insert

or

- a change to the Information Systems or the introduction of a new Information System,
- a change to the method of or requirements for performance measurement or
- a change which is stated elsewhere in these *conditions of contract* not to be a compensation event.

60.1 (4) Insert at the end (before the full stop)

“unless the instruction relates to a notification from the *Consultant* that a conflict of interest may exist or arise”.

61.2 In the second bullet point delete “Defined Cost” and insert “the *Consultant’s* costs”.

61.4 In the sixth bullet point delete “Defined Cost” and insert “the *Consultant’s* costs”.

63.1 In each of the first and second bullet points delete “Defined Cost” and insert “Time Charge”.

63.3 delete “Defined Cost” in line 1 and insert “Time Charge”.

63.4 delete “Defined Cost” in line 1 and insert “Time Charge”

63.9 delete “Defined Cost” and insert “cost”

87 Limitation of liability

87.1 at line 6 insert the following additional bullet points to the existing bullet points excluded matters

- loss of or damage to the *Client’s* property,
- fraud or fraudulent misrepresentation,
- events for which the contract requires the *Consultant* to insure but only up to

the required level for each type of insurance stated in the Contract Data,

- loss or damage due to pollution,
- loss arising from breach of
 - confidentiality or data protection obligations or
 - anti-bribery or anti-corruption obligations,
- interest on debt and
- losses caused by the *Consultant's* illegal acts, deliberate default, deliberate abandonment or reckless misconduct.

93 Payment on termination

93.1 delete the second bullet and insert a new bullet “other costs reasonably incurred by the *Consultant* in expectation of completing of the whole of the *service* and which the *Consultant* is committed.”

93.2 In the fifth line delete “ A3 The *fee percentage* applied to” and the following two bullets.

Option X2 Changes in the law

X2.1 In line 2 after “Contract Date” add “unless the change and its effects could reasonably have been anticipated by the *Consultant* prior to the Contract Date”.

In the third line delete “Defined Cost” and insert “Time Charge”

Option Y(UK)1 Project Bank Account

Y1.2 In line 1 delete “three” and insert “six”.

Y1.3 In line three delete “Defined Cost” and insert “the assessment of the amount due”.

Clause Y1.6 is amended by inserting the following after the second sentence.
"The *Client* may propose that a Supplier is added to the Named Suppliers. The *Consultant* accepts the proposal if the addition of the Supplier to the Named Suppliers is practicable.

Schedule of Cost Components

Delete and replace with the document entitled Highways England Option E Schedule of Cost Components referred to in the framework contract Contract Data.

Z2 – Z5 Not Used

Z6 Adjudication

Z6.1 The NEC4 Dispute Resolution Service Contract (June 2017) includes the following additional condition of contract:

Any information concerning the contract obtained by either the *Adjudicator* or any person advising or aiding him is confidential, and is not used or disclosed by the *Adjudicator* or any such person except for the purposes of this Agreement. The *Adjudicator* complies, and takes all reasonable steps to ensure that any persons

advising or aiding him comply, with the Official Secrets Acts 1911 to 1989.

- Z6.2 If a dispute under the contract raises issues that are substantially the same as or connected with issues in a Related Dispute and the Related Dispute has been referred to adjudication, the dispute under the contract is referred to the Related Dispute Adjudicator and the Related Dispute Adjudicator becomes the *Adjudicator*.

Z7 Not Used

Z8 Subcontracting

- Z8.1 The *Consultant* assesses the amount due to a subcontractor without taking into account the amount assessed under the contract.
- Z8.2 If the *Consultant* subcontracts work to an Associated Company, the Time Charge of the work subcontracted is assessed as if the work had not been subcontracted unless otherwise agreed by the *Client*.
- Z8.3 The *Client* may, having stated the reasons, instruct the *Consultant* to remove a subcontractor. The *Consultant* then arranges the removal of the subcontractor and the appointment of a replacement in accordance with the contract.
- Z8.4 The *Client* may terminate if a key Subcontractor or another key resource needed for the *service* is no longer available and the *Consultant* is unable to propose an alternative resource acceptable to the *Service Manager*. In the event of a termination under this clause, the termination procedures followed are P1 and P3 and the amounts due on termination are A1 and A3.
- Z8.5 Before
- appointing a proposed Subcontractor or
 - allowing a Subcontractor to appoint a proposed subsubcontractor
- the *Consultant* submits to the *Service Manager* for acceptance
- either
 - a European Single Procurement Document (as described in regulation 59 of the Public Contracts Regulations 2015) in respect of the proposed Subcontractor or subsubcontractor or
 - other means of proof that none of the mandatory or discretionary grounds for exclusion referred to in regulation 57 of the Public Contracts Regulations 2015 applies to the proposed Subcontractor or subsubcontractor
 - details of any RIDDOR Incident under any contract for which the proposed Subcontractor or subsubcontractor is responsible and of any Enforcement Action brought against the proposed Subcontractor or subsubcontractor.

- Z8.6 The *Consultant* does not appoint the proposed Subcontractor (or allow the Subcontractor to appoint the proposed subsubcontractor) until the *Service Manager* has accepted the submission. A reason for not accepting the submission is that
- it shows that there are grounds for excluding the proposed Subcontractor or subsubcontractor under regulation 57 of the Public Contracts Regulations 2015
 - the *Service Manager* is not satisfied that the proposed Subcontractor or subsubcontractor has put in place adequate measures to ensure that the RIDDOR Incident or Enforcement Action will not recur.
- Z8.7 If requested by the *Service Manager*, the *Consultant* provides further information to support, update or clarify a submission under clause Z8.5.
- Z8.8 If, following the acceptance of a submission under clause Z8.6, it is found that
- one of the grounds for excluding the Subcontractor or subsubcontractor under regulation 57 of the Public Contracts Regulations 2015 applies or
 - the Subcontractor or subsubcontractor has not put in place adequate measures to ensure that the RIDDOR Incident or Enforcement Action will not recur
- the *Service Manager* may instruct the *Consultant* to
- replace the Subcontractor or
 - require the Subcontractor to replace the subsubcontractor.

Z9 Not Used

Z10 Joint ventures

Z10.1 Not Used

Z10.2 Not Used

Z10.3 Not Used

Z10.4 The *Consultant* acknowledges that any payment made by the *Client* to a Consortium Member under the contract to that extent discharges the *Client's* liability to make payment to the *Consultant*.

Z10.5 Not Used

Z10.6 Not Used

Z10.7 Where two or more Consortium Members comprise the *Consultant*, clause 90.1 & 91.1 of the conditions of contract are amended by inserting after "the other Party" the words "or in the case of the *Consultant*, any Consortium Member".

Z11 Not Used

Z12 Not Used

Z13 Intellectual Property Rights (IPRs)

Z13.1 Not Used

Z13.2 Not Used

Z13.3 Not Used

Z13.4 [The *Consultant* warrants to the *Client* that

- the Software does not contain any Open Source Software other than OSS and
- the OSS is licensed upon terms which permit the use of such Open Source Software by the *Consultant*, the *Client* and the *Client's* end users for all purposes contemplated by the contract.
- all components of the Software:
 - are free from material design and programming errors,
 - provide the functionality set out in, and perform in all material respects in accordance with, the relevant specifications contained in
 - the Scope,
 - the Quality Statement,
 - the Documentation and
- do not infringe any Intellectual Property Rights

Z13.5 The *Consultant* at all times, during and after the Completion, indemnifies the *Client* and each other Indemnified Person against all losses incurred by, awarded against or agreed to be paid by an Indemnified Person arising from an IPRs Claim.]

Z14 Project Bank Account

Z14.1 The *Client* may at any time notify the *Consultant* that payments under this contract will no longer be made using the Project Bank Account. This notice is a compensation event. Within one week of the *Client's* notice, the *Consultant* notifies the Named Suppliers that the Project Bank Account is no longer to be used and proposes an alternative method to ensure that the Named Suppliers receive payments in accordance with their contracts.

Z15 Not Used**Z16 Value Added Tax (VAT) Recovery**

Z16.1 An amount due under the contract calculated by reference to a sum incurred by any person includes value added tax only to the extent that it is not recoverable as input tax by that person (or a member of the same tax group) by set-off or repayment.

Z17 Termination and removal of part of the service

- Z17.1 The *Service Manager* may at any time instruct the *Consultant* that
- part of the *service* is to be permanently removed from the Scope or
 - for urgent reasons of health and safety, part of the *service* is to be temporarily removed from the Scope.
- in either case the *Consultant* acknowledges that the *Client* may itself, or may appoint another supplier in place of the *Consultant* to provide services similar to the removed *service* (or part of it).
- Z17.2 An instruction given under clause Z17.1 is assessed as a compensation event, except that if the instruction is given for one of the reasons R1-R15, R18 or R22, the assessment includes a deduction of the forecast of the additional cost to the *Client* of completing the removed *service*.
- Z17.3 If the *Consultant's* obligation to Provide the Service is terminated for any reason, the *Consultant* if instructed by the *Service Manager*
- completes the performance of any part of the *service* started prior to the date of termination and
 - co-operates with the *Client* or any Incoming Consultant to ensure a smooth transfer of functions.

Z18 Corruption or loss of data

- Z18.1 If any data of the *Client* is corrupted, lost, stolen or sufficiently degraded as a result of the *Consultants* default so as to be unusable, the *Consultant* immediately reports this to the *Service Manager* and
- the *Service Manager* may instruct the *Consultant* to restore the data in accordance with the *Service Manager's* requirements (and any cost incurred by the *Consultant* in so doing is Disallowed Cost) or
 - the *Client* may itself restore the data (and the *Consultant* pays to the *Client* any reasonable expenses which the *Client* incurs in so doing).

Z19 - Z50 Not Used

Z51 Changes to Prices (Price option A only)

- Z51.1 The Parties may at any time agree a reduction to the Prices.
- Z51.2 The reduced Prices apply to any *service* performed after the reduction is agreed.
- Z51.3 If the *Consultant* does not agree a reduction requested by the *Client*, the *Client* may terminate the *Consultant's* obligation to Provide the Service by notifying the *Consultant*.

Z52 – Z56 Not Used

Z57 Infrastructure Act 2015

- Z57.1 The *Consultant* Provides the Service in compliance with, and so as not to put the *Client* in breach of

- the Licence and
any other directions and guidance issued by The Secretary of State to the *Client* under section 6 of the Infrastructure Act 2015 (and notified by the *Service Manager* to the *Consultant*).

Z57.2 The *Service Manager* notifies the *Consultant* of any notice issued by the Office of Rail and Road to the *Client* under section 11(2)(a) of the Infrastructure Act 2015 that relates to the *service*. The *Consultant* complies with the terms of any such notice and indemnifies the *Client* against any associated fine imposed on the *Client* under section 11(2)(b) of that Act.

Z58 – Z100 Not Used