

Short Contract

A contract between **Natural Environment Research Council**
National Oceanography Centre, Southampton, University of
Southampton Waterfront Campus, European Way,
Southampton SO14 3ZH

and

.....

.....

for **Fume Cupboards Phase 4**

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

Contract Data

The *Client* is
Name Natural Environment Research Council
Address National Oceanography Centre,, University of Southampton, Waterfront Campus,
European Way, Southampton SO14 3ZH
The *services* are Fume Cupboard Phase 4

The *starting date* is 31st July 2017
The *completion date* is 28th February 2018
The *delay damages* for late
Completion are 0.5% of project value for delays incurred after per day.
7 working days beyond contractual
completion date
The *law of the contract* is English
The *period for reply* is 2 weeks.
The *defects date* is 52 weeks after Completion.
The *assessment day* is the 7th of each month.
Retention 5%

Contract Data

The *Consultant* provides the following insurance cover

Insurance against	Minimum amount of cover	Period following Completion or earlier termination
Failure of the <i>Consultant</i> to use the skill and care normally used by professionals providing services similar to the <i>services</i>	£5million in Professional Indemnity Certification in respect of one claim, Excess of £10,000 each and every claim in respect of each claim, without limit to the number of claims	For the duration of the project, including delays and damages
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>	£10 million Public Liability any one occurrence. £5million in Professional Indemnity Certification in respect of one claim, defence costs in addition. Excess of £10,000in respect of each claim, without limit to the number of claims	For the duration of the project, including delays and damages
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	£10 million Employer's liability any one occurrence. £10 million Public Liability any one occurrence. £5million in Professional Indemnity Certification in respect of one claim, - defence costs in addition. Excess of £10,000 in respect of each claim, without limit to the number of claims	For the duration of the project, including delays and damages

THE EMPLOYER DOES NOT PROVIDE INSURANCE

Contract Data

The *Consultant's* total liability to the *Client* for matters for which insurance is provided is limited to £10million Public Liability £5million Professional Indemnity

The *Consultant's* total liability to the *Client* for other matters is limited to Arbitration

The person who will choose the arbitrator if the Parties cannot agree is CIBSE

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

As per the Tender Scope of Works for FCP4 Lead Consultant

The Consultant's Offer

The *Consultant* is

Name

Address

.....

Telephone

E-mail address

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

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

Signed on behalf of the *Consultant*

Name

Position

Signature Date

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The Client's Acceptance

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

Signed on behalf of the *Client* Natural Environment Research Council

Name

Position

Signature

..... Date

Price List

As per ITQ

Item number	Description	Unit	Expected quantity	Rate	Price
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Expenses

The total of the Prices

Scope

As per ITQ

1 Purpose of the *services*

As per ITQ

2 Description of the *services*

As per ITQ

3 Existing information

As per ITQ

Scope

4 Specifications and standards

As per ITQ

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

As per ITQ

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Scope

6 Requirements for the programme

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

As detailed within the ITQ documentation

7 Information and other things provided by the *Client*

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

Item

Date by which it
will be provided

As detailed within the ITQ documentation