



# NEC4 Professional Service Contract [PSC] – Pre-construction Activities

## PSC Option C

## Service Agreement

(Professional Service Contract)

THIS AGREEMENT is made on 25<sup>th</sup> July 2025

BETWEEN:

Environment Agency whose registered office is at Horizon House, Deanery Road, Bristol, BS1 5AH (**the 'Client'**)

AND

**Balfour Beatty Civil Engineering Ltd** (Registered Number 04482405) whose registered office is at 5 Churchill Place, Canary Wharf, London E14 5HU, an agent of Balfour Beatty Group Limited a company incorporated under the Companies Acts (company number 00101073) whose registered office is at 5 Churchill Place, Canary Wharf, London E14 5HU ("**the Consultant**") for the Services of the *works* as set out in the Scope under this agreement.

Whereas:

This Agreement is made pursuant to the Framework Agreement dated **21/11/2022** made between **Scape Procure Limited** (registered number 09955814) whose registered office is at 2nd Floor, East West Building, Tollhouse Hill, Nottingham NG1 5AT and the *Consultant* (the 'Framework Agreement') and incorporates those provisions of the Template Service Agreement set out in the Framework Agreement.

**When using the Professional Services Contract, the Partner, as named in the Framework Agreement is the party named as 'Consultant'.**

**IT IS AGREED** as follows: -

### 1. Definitions

Terms and expressions defined in (or definitions referred to in) the *conditions of contract* and/or the Framework Agreement have the same meanings in this Service Agreement.

### 2. The *Consultant's* obligations

The *Consultant* provides the services and complies with his obligations, acting as the *Consultant* in accordance with the conditions of contract set out in the Contract Data herein.

### 3. The *Client's* obligations

The *Client* pays the amount of money and complies with its obligations in accordance with the conditions of contract set out in the Contract Data herein.

#### **4. Documents forming this Agreement**

The documents forming this Agreement are:

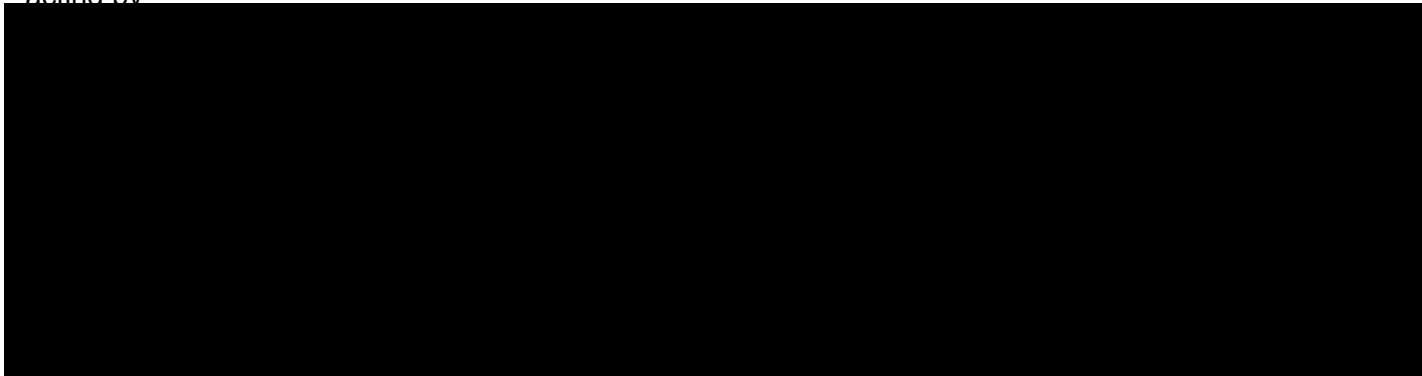
- 4.1 this Agreement;
  - 4.2 the *conditions of contract* referred to in the Contract Data;
  - 4.3 the completed Contract Data: Part One set out in Schedule Part 1 to this Agreement;
  - 4.4 the completed Contract Data: Part Two set out in Schedule Part 2 to this Agreement;
  - 4.5 the Scope set out in Schedule Part 3 to this Agreement
  - 4.6 the Activity Schedule as set out in Schedule Part 4 to this Agreement
  - 4.7 the Early Warning Register as set out in Schedule Part 5 to this Agreement
  - 4.8 the programme identified in the Contract Data set out in Schedule Part 6
- ; and
- 4.9 template Guarantees, Bonds and Warranties set out in Schedule Part 7



**CONTRACT EXECUTION**

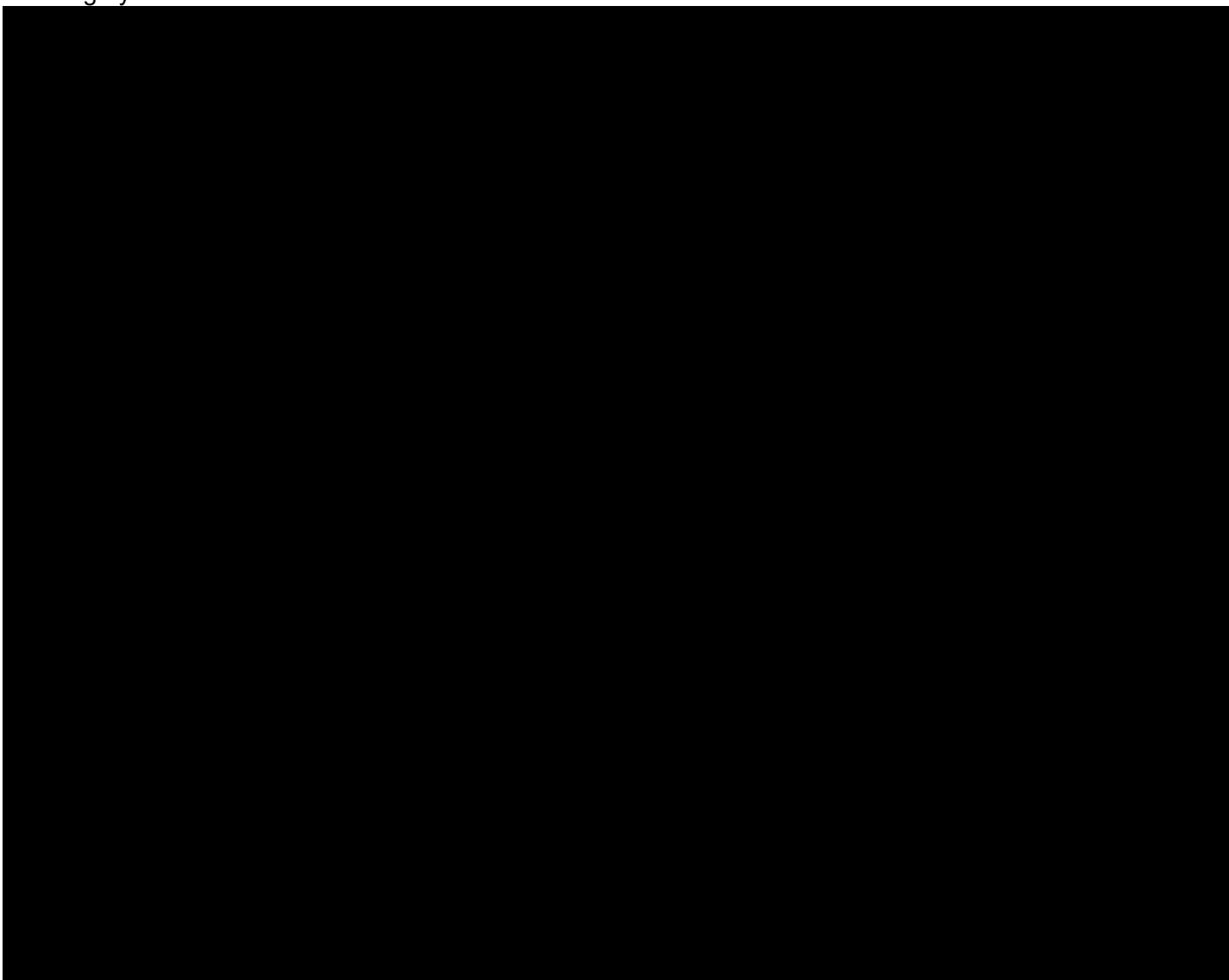
**SIGNED on behalf of ENVIRONMENT AGENCY**

acting by:



**SIGNED on behalf of BALFOUR BEATTY CIVIL ENGINEERING LIMITED**

acting by:



## SCHEDULE 1 Contract Data: Part One – Data provided by the *Client*

### 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 and secondary Options of the NEC4 Professional Service Contract June 2017 (with January 2019, October 2020 and January 2023 amendments included within the Z clauses for clarity\*).

Main Option

C

Option for resolving and avoiding disputes

W2

Secondary Options

X1: Price adjustment for inflation  
**X2: Changes in the law**  
~~X4: Ultimate holding company guarantee~~  
~~X5: Sectional Completion~~  
**X7: Delay Damages**  
~~X8: Undertaking to Others~~  
~~X9: Transfer of rights~~  
~~X10: Information Modelling~~  
~~X11: Termination by the *Client*~~  
~~X12: Multiparty collaboration (not used with Option X20)~~  
~~X13: Performance Bond~~  
~~X18: Limitation of Liability~~  
~~X20: Key Performance Indicators (not used with Option X20)~~  
~~X29: Climate Change~~  
~~Y(UK)1: Project Bank Accounts~~  
**Y(UK)2: The Housing Grants, Construction and Regeneration Act 1996**  
**Y(UK)3: The Contracts (Rights of Third Parties) Act 1999**  
**Z: Additional conditions of contract**

*Strikethrough where Options do not apply*  
*Options in Bold text Shall always apply*

The *service* is

Delivery of the Preconstruction phase as outlined in the Scape model Schedule 3 including temporary works designs/checks, security clearance processing and training

The *Client* is:

Name

Environment Agency

Address for communication

[REDACTED]

Telephone

[REDACTED]

Address for electronic communications

[REDACTED]

The *Service Manager* is:

Name	<div></div>
Address for communication	<div></div>
Telephone	<div></div>
Address for electronic communications	<div></div>

The Scope is in

In **SCHEDULE 3** of this agreement

The Method of Operation and Template Scope (Design) of the Framework Agreement is deemed to be included in the Scope.

The *language* of this contract is

**English**

The *law* of this contract is law of

England and Wales

The *period for reply* is

<b>2 weeks</b>	except that
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The *period for retention* is

**6 years** following Completion or earlier termination

Optional clause

13.10 - electronic communication does apply

The following matters will be included in the Early Warning Register

Click or tap here to enter text.

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

4 weeks

## 2. The *Consultant's* Main Responsibilities

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

The <del>key dates</del> and <del>conditions</del> to be met are		
	<del>condition to be met</del>	<del>key date</del>
(1)	Click or tap here to enter text.	Click or tap to enter a date.
(2)	Click or tap here to enter text.	Click or tap to enter a date.
(3)	Click or tap here to enter text.	Click or tap to enter a date.
(4)	Click or tap here to enter text.	Click or tap to enter a date.
(5)	Click or tap here to enter text.	Click or tap to enter a date.

(6)	Click or tap here to enter text.	Click or tap to enter a date.
-----	----------------------------------	-------------------------------

**Option C**

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

4 weeks

### 3. Time

The *starting date* is 28/07/2025

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

- (1)  
(2)  
(3)

Access	Access Date
Asite	28/07/2025
Fastdraft	28/07/2025

The *Consultant* submits revised programmes at intervals no longer

4 weeks

If the *Client* has decided the completion date for the whole of the *services*

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

28/11/2025

If no programme is identified in part two of the Contract Data

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

2 weeks

### 4. Quality Management

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

2 weeks

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

52 weeks

### 5. Payment

The *currency* of the contract is the

pound sterling

The *assessment interval*

monthly

If the *Client* states any expenses

The expenses stated by the *Client* are

Item	Amount
Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.

The *interest rate* is  % per annum (not less than 2) above the   
rate of the  Bank

## 6. Compensation Events

If there are additional  
compensation events

These are the additional compensation events

60.1 (23) The accepted forecast of the total Defined Cost plus Fee and expenses submitted by the Consultant changes the total of the Prices.



Click or tap here to enter text.

## 8. Liabilities and insurance

If there are additional *Client's* liabilities

- (1)
- (2)
- (3)

These are the additional *Client's* liabilities

Click or tap here to enter text.

Click or tap here to enter text.

Click or tap here to enter text.

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

EVENT	MINIMUM AMOUNT OF COVER (references to Schedule 2 refer to Schedule 2 of Framework Agreement)	PERIOD FOLLOWING COMPLETION OF THE WHOLE OF THE SERVICES OR EARLIER TERMINATION
The <i>Consultant's</i> failure of the <i>Consultant</i> to use the skill, care and diligence normally used by competent and appropriately qualified professionals providing services similar to the <i>service</i>	£500,000.00 on each and every claim	12 years
Loss of or damage to property and liability to or death of a person (not an employee of the <i>Consultant</i> ) arising from or in connection with the <i>Consultant</i> Providing the Service	£10,000,000.00 on each and every claim	12 years
Death or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with the contract	£5,000,000.00 on each and every claim	12 years

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

The *Client* provides the following insurances from the Insurance Table

(1) Insurance against

\* Insurance for all existing buildings and property existing within the Site or at the sole discretion of the *Client* he may elect to 'self-insure' such existing buildings and property and in doing so accepts all the *Client's* associated risks arising out of or in relation to such 'self-insurance'. In accordance with a *Client's* decision to 'self-insure' they do not accept any additional insurance premium/cost from the *Consultant*.

Minimum amount of cover is

The deductibles are

N/A

(2) Insurance against

Click or tap here to enter text.

Minimum amount of cover is

Click or tap here to enter text.

The deductibles are

Click or tap here to enter text.

(3) Insurance against

Click or tap here to enter text.

Minimum amount of cover is

Click or tap here to enter text.

The deductibles are

Click or tap here to enter text.

If additional insurance are to be provided

The *Client* provides these additional insurances

(1) Insurance against

Click or tap here to enter text.

Minimum amount of cover is

Click or tap here to enter text.

The deductibles are

Click or tap here to enter text.

(2) Insurance against

Click or tap here to enter text.

Minimum amount of cover is

Click or tap here to enter text.

The deductibles are

Click or tap here to enter text.

(3) Insurance against

Click or tap here to enter text.

Minimum amount of cover is

Click or tap here to enter text.

The deductibles are

Click or tap here to enter text.

The *Consultant* provides these additional insurances

(1) Insurance against

Click or tap here to enter text.

Minimum amount of cover is

Click or tap here to enter text.

The deductibles are

Click or tap here to enter text.

(2) Insurance against

Click or tap here to enter text.

Minimum amount of cover is

Click or tap here to enter text.

The deductibles are

Click or tap here to enter text.

**(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 this contract, other than the excluded matters is limited to:

**Total of the Prices****Resolving and avoiding disputes**

The *tribunal* is

**If Option W1 or 2 is used**

The *Senior Representatives* of the *Client* are

**Name (1)**

Address for electronic communications

**Name (2)**

Address for communications

Address for electronic communications

**Name (3)**

Address for communications

Address for electronic communications

**The *Adjudicator* is**

Name

**[no specific individual is to be named unless otherwise agreed on a project specific basis]**

Address for communication

Telephone

Address for electronic  
communications

Click or tap here to enter text.

The *Adjudicator nominating body* is

**The Royal Institution of Chartered Surveyors**

## X1 Price Adjustment for Inflation

If Option X1 is used The proportions used to calculate the Price Adjustment Factor are

0.	Staff Rates as per Commercial Model	Linked to the index for	BCIS Labour Cost Index – Series 1161
0.	Tap here		Click or tap here to enter text.
0.	Tap here		Click or tap here to enter text.
0.	Tap here		Click or tap here to enter text.
0.	Tap here		Click or tap here to enter text.
0.	Tap here	non-adjustable	Click or tap here to enter text.
1.00			
The <i>base date</i> for indices is			1 <sup>st</sup> July 2025
These indices are			Click or tap here to enter text.

## X2 Changes in the Law

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

## X5 Sectional Completion

If Option X5 is used ~~The completion date for each section of the service is~~

<del>section</del>	<del>description</del>	<del>completion date</del>
(1)	Click or tap here to enter text.	Click or tap to enter a date.
(2)	Click or tap here to enter text.	Click or tap to enter a date.
(3)	Click or tap here to enter text.	Click or tap to enter a date.
(4)	Click or tap here to enter text.	Click or tap to enter a date.

## X7 Delay Damages

If Option X7 is used without Option X5 Delay damages for Completion of the whole of the service are

--

If Option X7 is used with Option X5 ~~Delay damages for each section of the service are~~

<del>section</del>	<del>description</del>	<del>amount per day</del>
(1)	Click or tap here to enter text.	Click or tap here to enter text.
(2)	Click or tap here to enter text.	Click or tap here to enter text.
(3)	Click or tap here to enter text.	Click or tap here to enter text.
(4)	Click or tap here to enter text.	Click or tap here to enter text.
The delay damages for the remainder of service are		

## X8 Undertaking to Others

If Option X8 is used      ~~The *undertakings to Others* are provided to~~

**[The forms for undertakings including collateral warranty agreements are detailed within the Scope]**

## 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 *Consultant* is to submit a first information Exchange Plan for acceptance is~~

Click or tap here to enter text.

## X12 Multiparty collaboration

If Option X12 is used      ~~The *Promoter* is~~

Click or tap here to enter text.

~~The *Schedule of Partners* is in~~

Click or tap here to enter text.

~~The *Promoter's objective* is~~

Click or tap here to enter text.

~~The *Partnering Information* is in~~

Click or tap here to enter text.

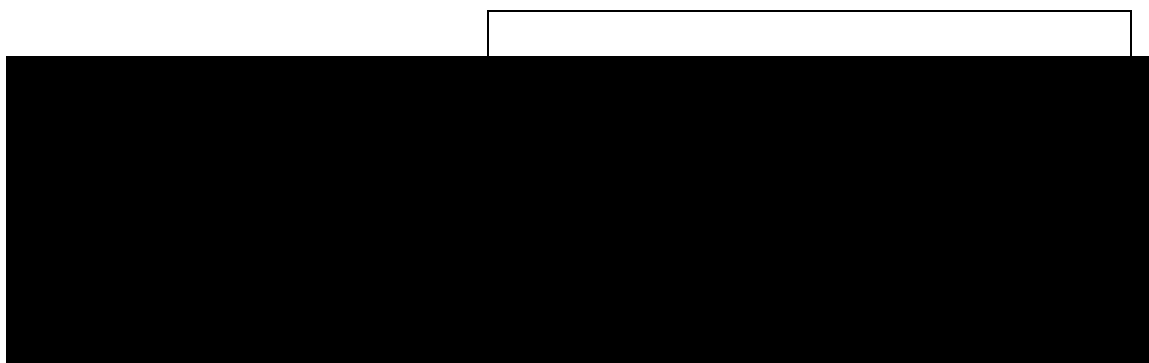
## X13 Performance bond

If Option X13 is used      ~~The amount of the performance bond is~~

Click or tap here to enter text.

## X18 Limitation of liability

|



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

If Option X20 is used

The ~~incentive schedule~~ for Key Performance Indicators is in

Click or tap here to enter text.

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

Click or tap here to enter text.

months

### X29 Climate Change

If Option X29 is used

The ~~performance table~~ is in

Click or tap here to enter text.

If no ~~climate change plan~~ is identified in part two of the Contract Data

The period after the Contract Date within which the ~~Consultant~~ is to submit a first climate change plan for acceptable is

Click or tap here to enter text.

### Y(UK)1 Project Bank Account

If Option Y(UK)1 is used

The ~~Consultant~~ Choose an item to pay any charges made and to be paid any interest paid by the ~~project bank~~

The ~~account holder~~ is the Choose an item.

### Y(UK)2 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

14

days after the date on which payment becomes due

<sup>1</sup> Where the contract is performed in Northern Ireland, Y(UK)2 will be amended so that references to the Housing Grants Construction and Regeneration Act 1996 are replaced with references to the Construction Contracts (Northern Ireland) Order 1997.



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

If Y(UK)3 is  
used

**term**

Click or tap here to enter text.
Click or tap here to enter text.
Click or tap here to enter text.
Click or tap here to enter text.

**beneficiary**

Click or tap here to enter text.
Click or tap here to enter text.
Click or tap here to enter text.
Click or tap here to enter text.

If Options  
Y(UK)3 is used  
with Y(UK)1 the  
following entry  
is added to the  
table for  
Y(UK)3

**term**

The provisions of Option Y(UK)1
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**beneficiary**

Named Suppliers
-----------------

## Z: The additional conditions of contract are:

The *additional conditions of contract* are:

As per Addendum 1a and Addendum 1b
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## Addendum 1a – Framework *additional conditions of contract*

### 1. General

11.2 (2) Insert a further bullet point:

- Provided or procured all X8 Undertakings which the *Consultant* is obliged under the contract to provide or procure

11.2 (13) First bullet, change 'service' to 'service'

### ~~The following two clause changes apply to Option A Service Agreements only~~

~~11.2(16) — At the end of the sentence add:~~

~~————— 'less Disallowed Cost.'~~

~~11.2(18) — Insert a new clause 11.2(18)~~

~~'Disallowed Cost is cost which~~

- ~~• is included within the Commercial Inclusions Tables of the Framework Agreement's Pricing Procedures,~~
  - ~~• unless the *Client* otherwise agrees, exceed the relevant People Rates for the applicable role and seniority stated in the relevant table of the Framework Commercial Model,~~
  - ~~• is not justified by the *Consultant's* accounts and records,~~
  - ~~• should not have been paid to the Subcontractor or supplier in accordance with its contract,~~
  - ~~• was incurred only because the *Consultant* did not~~
    - ~~— follow an acceptance or procurement procedure stated in the Scope,~~
    - ~~— give an early warning which the contract required it to give or~~
    - ~~— give notification to the *Service Manager* of the preparation for and conduct of an adjudication or proceedings of a tribunal between the *Consultant* and a Subcontractor or supplier~~
- ~~and the cost of~~
- ~~• correcting Defects after Completion,~~
  - ~~• correcting Defects caused by the *Consultant* not complying with a constraint on how it is to Provide the Service stated in the Scope,~~
  - ~~• resources not used to Provide the Service (after allowing for reasonable availability and utilisation) and~~
  - ~~• preparation for and conduct of an adjudication or proceedings of the *tribunal* between the Parties.'~~

**The following changes to clause 11.2(18) apply to Option C Service Agreements only**

- 11.2(18) After 'Disallowed Cost is cost which' add additional bullet points:
- is included within the Commercial Inclusion Tables of the Framework Agreement's Pricing Procedures,
  - unless the *Client* otherwise agrees, exceed the relevant People Rates for the applicable role and seniority stated in the relevant table of the Framework Commercial Model,
- 11.2(24) Insert a new clause 11.2(24):
- 'Framework Agreement' is the framework agreement between Scape Procure Limited and the *Consultant* and terms defined in the Framework Agreement have the same meanings in the contract unless a contrary intention is apparent.
- 11.2(25) Insert a new clause 11.2(25):
- Framework Commercial Model as included in the Framework Agreement between Scape Procure Limited and the *Consultant*.
- 11.2 (26) Insert a new clause 11.2(26)
- Data Protection Legislation means all applicable privacy and data protection laws including:
- i. the General Data Protection Regulation (Regulation (EU) 2016/679), the Law Enforcement Directive (Directive (EU) 2016/68) and any applicable national implementing laws, regulations and secondary legislation in the United Kingdom relating to the processing of Personal Data and the privacy of electronic communications as amended, replaced or updated from time to time;
  - ii. the UK GDPR;
  - iii. the Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy;
  - iv. the Privacy and Electronic Communications Directive (2002/58/EC) and the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426);
  - v. all applicable law about the processing of personal data and privacy; and
  - vi. any laws that replace, extend, re-enact, consolidate or amend any of the foregoing.
- 11.2(27) Insert a new clause 11.2(27)
- UK GDPR means the General Data Protection Regulation ((EU) 2016/679) as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018, as modified by Schedule 1 to the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019, as updated, superseded or repealed from time to time.
- 11.2 (28) Insert a new clause 11.2(28)

Data Subject has the meaning given to it in the Data Protection Legislation.

11.2 (29) Insert a new clause 11.2(29)

Personal Data has the meaning given to it in the Data Protection Legislation.

12.4 Insert at the end:

‘provided clauses 23 (Convictions), 28 (Governing Law and Dispute Resolution), 29 (Statutory Requirements), 30 (Competition Law, Corrupt Gifts and Payments), 31 (Modern Slavery), 33 (Confidentiality and Freedom of Information), 35 (Intellectual Property Rights), 36 (Personal data) and 38.11 (Miscellaneous: Whistle Blowing) of the Framework Agreement shall be deemed incorporated into the contract, mutatis mutandis, as if references to ‘Scape’ were to ‘the Client’ and references to the ‘Agreement’ were to ‘the contract’.’

12.5 Insert a new clause 12.5:

‘A reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent statute, enactment, order, regulation or instrument or as contained in any subsequent re-enactment of it.’

13.10 Insert a new clause, 13.10

‘The following communications shall be deemed to have no effect if made by electronic mail transmission:

- Any notification of a wish to terminate the contract or the employment of the *Consultant* under it
- Any notification by the *Consultant* of his intention to suspend performance of his obligations under the contract
- Any invoking by either party of the procedures applicable under the contract to the resolution of disputes or differences
- Any agreement between the parties amending the provisions of the contract’

(Z clause 13.10 may be deleted at the Client’s sole discretion).

14.1 Add after the final sentence:

‘Notwithstanding any other provision of the contract, the terms ‘acceptance’, ‘approval’ or similar when used in the context of any acceptance or approval to be given by or on behalf of the *Service Manager* has the meaning ‘acceptance of general principles only’ and no such acceptance or approval shall diminish or relieve the *Consultant* from any of the *Consultant*’s obligations or liabilities under the contract.’

19. Insert a new clause 19:

## **Data Protection**

- 19.1. Both Parties will comply with all applicable requirements of the Data Protection Legislation. These clauses are in addition to, and does not relieve, remove or replace, each Party's obligations under the Data Protection Legislation. It is agreed that:
- 19.2. Without prejudice to the generality of clause 19.1, both Parties will ensure that they have all necessary appropriate consents and notices in place to enable lawful transfer of any Personal Data to each other for the duration and purposes of this agreement.
- 19.3. Without prejudice to the generality of clause 19.1, the *Consultant* shall, in relation to any Personal Data processed in connection with the performance by the *Consultant* of its obligations under this agreement:
  - 19.3.1. Process that Personal Data only on the written instructions of the *Client* and only as required for the purpose of the performance of this agreement;
  - 19.3.2. Ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the *Client* , to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its 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 technical and organisational measures adopted by it);
  - 19.3.3. Ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
  - 19.3.4. Not transfer any Personal Data outside of the UK or European Economic Area;
  - 19.3.5. Assist the *Client*, at the *Consultant's* cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with the Information Commissioner supervisory authorities or regulators;
  - 19.3.6. Notify the *Client* without undue delay on becoming aware of a Personal Data breach;
  - 19.3.7. At the written direction of the *Client* delete or return Personal Data and copies thereof to the *Client* on termination of the agreement; and
  - 19.3.8. Maintain complete and accurate records and information to demonstrate its compliance with this clause and allow for audits by the *Client* or the *Client's* designated auditor.
- 19.4. The *Client* does not consent to the *Consultant* appointing any third-party processor of Personal Data under this agreement.

## **2. The *Consultant's* main responsibilities**

- 20.2 Delete and replace with:

'The *Consultant's* obligation is to is to exercise (and warrant that it has exercised) all the reasonable skill, care and diligence normally used by competent and appropriately qualified professionals experienced in providing services similar to the *service*.'

20.5 Insert a new clause 20.5:

'The *Consultant* checks the Scope provided by the *Client* and satisfies itself that its own provision of the *service*, including any proposals, designs and Scope documents for a subsequent Project Agreement meet the *Client's* Scope with no discrepancy within and or between the Scope and the *service*. Where there is ambiguity, inconsistency or conflict between these documents the *Client's* Scope will prevail'.

23.3 Insert new final bullet point to the final bullet points:

- the proposed subcontract is not compatible with the terms of the contract or does not comply with the *additional conditions of contract* requirements relating to subcontracting works.

23.5 Insert a new clause 23.5:

'If the *Consultant* subcontracts work, it warrants:

- there are no compulsory grounds for excluding the Subcontractor or supplier under Regulation 57 of the Public Contracts Regulations 2015
- the Subcontractor or supplier is compliant with the contract's Statutory Requirements and Modern Slavery provisions
- the Subcontractor or supplier is fully aware of its obligations under the CDM Regulations and is fully competent and are adequately resourced to meet those obligation
- subcontract documents contain such obligations necessary to ensure that the subcontract is in all respects compatible with the terms of the contract
- subcontract documents reflect the Framework Agreement's Fair Payment Standard and require Subcontractors to include the Fair Payment Standard in any subsubcontract documents if it subsubcontracts work
- that each relevant subcontract shall be executed and delivered as a deed.'

23.6 Insert a new clause, 23.6

'The *Consultant* provides the *Service Manager* with an executed copy of each subcontract (save for particulars of the Price or Prices of the subcontract, unless other provisions of the contract or the Framework Agreement oblige the *Consultant* to disclose them). Each subcontract is provided to the *Service Manager* within 14days of its execution.'

25.1 Line 2: Change 'right' to 'any rights'

Line 3: Change 'rights' to 'right'

## 5. Payment

**The following amendments to clause 50.9 apply to Option C Service Agreements only**

50.9 Line 1: Change 'when a part of Defined Cost has been finalised' to 'when the Defined Cost for a part of the service has been finalised' Insert a new clause as follows:

Line 11: Second set of bullets, change first bullet to 'accepts that part of Defined Cost as correct or'.

51.6 Insert a new clause as follows:

'In addition to any other legal rights and remedies of the *Client*, whenever any sum of money is recoverable from or payable by the *Consultant* under the contract that sum may be deducted from any sum then due, or which at any time thereafter becomes due to the *Consultant* under the contract provided that the *Service Manager* notifies the *Consultant* in writing not later than three days before the final date for payment of the amount to be paid and the basis on which it is calculated.'

53.3 In the first line replace the word 'contact' with 'contract'

Last bullet, change 'tribunal' to '*tribunal*'

## 6. Compensation Events

63.5 Delete third paragraph and substitute

'The assessment takes into account

- any delay caused by the compensation event already in the Accepted Programme and
- events which have happened between the date of the Accepted Programme and the dividing date.'

Insert a new clause, 63.13

If, when assessing a compensation event the People Rates do not include a rate for a category of person required, the Service Manager and Consultant may agree a new rate. If they do not agree the Service Manager assesses the rate based on the People Rates. The agreed or assessed rate becomes the People Rate for that category of person.

## 8 Liabilities and insurance

83.3 delete the words 'and care normally used by professionals' in the first insurance of the Insurance Table and replace with:

', care and diligence normally used by competent and appropriately qualified professionals experienced in'

84.1 Delete the words 'policies and' between the words 'the Client accepts the' and 'certificates if the insurance complies'

## 9 Termination

90.2 **Termination table, change procedure against the Client R17 or R20 to 'P1'**

91.9 Insert the following new clause: 91.9

## 'The Public Contracts Regulations 2015

The *Client* may terminate the *Consultant's* obligation to Provide the Service if any of the provisions of Regulation 73(1) of The Public Contracts Regulations 2015 apply.

If the *Client* terminates under the provisions of Regulation 73(1)(b) of the Public Contracts Regulations 2015 as a result of information not disclosed by the *Consultant* at the Contract Date, the procedures and amounts due on termination are the same as if the *Consultant* has substantially failed to comply with his obligations (R11).

If the *Client* otherwise terminates under the provisions of Regulation 73(1) of the Public Contracts Regulations 2015, the termination procedure followed is P1 and the amounts due on termination are A1 and A3.'

### OPTION W2

W2.1(1) after Add a new sentence at the end of the clause 'A Party may replace a Senior Representative notifying the other Party of the name of the replacement'.

W2.3(2) In the second bullet, change 'Adjudicator' to '*Adjudicator*'

W2.3(2) The final two sentences of Clause W2.3(2) are deleted.

W2.3(4) Clause W2.3(4) is deleted and replaced by

'(4) The *Adjudicator* decides the procedure and timetable to be followed in the adjudication. In doing so the *Adjudicator* may

- take the initiative in ascertaining the facts and the law related to the dispute and
- instruct a Party to take any other action within a stated time which is necessary to reach a decision.

W2.3(8) The final sentence of W2.3(8) is deleted and replaced by:

'The *Adjudicator* may in the decision

- review and revise any action or inaction of the *Service Manager* related to the dispute,
- alter a matter which has been treated as accepted or correct and
- allocate the *Adjudicator's* fees and expenses between the Parties.'

### OPTION X7 Delay Damages

X7.1 The clause is deleted and replaced by the following.

The *Consultant*: pays delay damages at the rate stated in the Contract Data for each day from the Completion Date until the earlier of

- Completion and
- The date on which the *Service Manager* issues a termination certificate



#### OPTION X10 Information modelling

- X10.7 (1) the first bullet is replaced with the following:  
“a fault in the Information Model not caused by a Defect in the Project Information.”
- X10.7 (2) delete ‘skill and care normally used by professionals’ and add the following:  
‘reasonable skill, care and diligence normally used by competent and appropriately qualified professionals, experienced in’
- In the first line the words  
“fault or error”  
Are replaced with  
“Defect”

#### OPTION X11 Termination by the *Client*

- X11.1 (1) The clause is deleted and replaced with the following :
- The *Client* may terminate the *Consultant’s* obligation to Provide the Service for a reason not identified in the Termination Table by notifying the *Service Manager* and the *Consultant*.

#### OPTION X29 Climate Change

- X29 Insert unamended Secondary Option Clause X29, as per standard form NEC4 Professional Service Contract June 2017 (with January 2019, October 2020 and January 2023 amendments).

#### OPTION Y(UK)1 Project Bank Account

- Trust Deed In the third bullet under Agreement, change ‘service’ to ‘*service*’

#### OPTION Y(UK) 1: Project Bank Account

The secondary Option is deleted and replaced with

#### Defined terms

##### Y1.1

- (1) Joining Deed is an agreement in the form set out in the contract under which the Supplier joins the Trust Deed.
- (2) Named Suppliers are *named suppliers* and other Suppliers who have signed the Joining Deed.

- (3) The Payment Schedule is a list of payments to be made to the *Consultant* and Named Suppliers from the Project Bank Account.
- (4) Project Bank Account is the account used to receive payments from the *Client* and the *Consultant* and to make payments to the *Consultant* and Named Suppliers.
- (5) Project Bank Account Tracker is a register of all payments made to and from the Project Bank Account and the date each payment was made and is in the form stated in the Scope.
- (6) A Supplier is a person or organisation who has a contract to
  - provide a *service* or
  - provide a *service* to Provide the Service.
- (7) Trust Deed is an agreement in the form set out in the contract which contains provisions for administering the Project Bank Account.

## Project Bank Account

- Y1.2 The *account holder* establishes the Project Bank Account with the *project bank* within eight weeks of the Contract Date.
- Y1.3 Unless stated otherwise in the Contract Data, the *Consultant* pays any charges made and is paid any interest paid by the project bank. The charges and interest by the *project bank* are not included in the assessment of the amount due.
- Y1.4 If the *account holder* is the *Consultant*, it submits to the *Service Manager* for acceptance details of the banking arrangements for the Project Bank Account. A reason for not accepting the banking arrangements is that they do not provide for payments and inspections to be made in accordance with the contract. The *Consultant* provides to the *Service Manager* copies of communications with the *project bank* in connection with the Project Bank Account.

## Named Suppliers

- Y1.5 The *Consultant* includes in its contracts with Named Suppliers the arrangements in the contract for the operation of the Project Bank Account and Trust Deed. The *Consultant* informs the Named Suppliers it appoints, the details of the Project Bank Account and the arrangements for payment of amounts due under their contracts.
- Y1.6 The *Consultant* submits proposals for adding a Supplier to the Named Suppliers to the *Project Manager* for acceptance. A submission includes the Suppliers stated in the Scope and other Suppliers requested by the *Consultant*. A reason for not accepting a submission is that the addition of a Supplier does not comply with the Scope. The *Client*, the *Consultant* and the Supplier sign the Joining Deed after acceptance.

## Payments

- Y1.7 Until the Project Bank Account is established, payment is made by the *Client* to the *Consultant*.
- Y1.8 The *Consultant* shows in the application for payment the amounts due to Named Suppliers in accordance with their contracts.

- Y1.9 Within the time set out in the banking arrangements to allow the *project bank* to make payment to the *Consultant* and Named Suppliers in accordance with the contract,
- the *Consultant* prepares the Payment Schedule, provides a copy to the *Service Manager* and provides the information in the Payment Schedule to the *project bank*,
  - the *Client* makes payment to the Project Bank Account of the amount which is due to be paid under the contract and
  - the *Consultant* makes payment to the Project Bank Account of any amount which the *Client* has informed the *Consultant* it intends to withhold from the certified amount and which is required to make payment to Named Suppliers.
- Y1.10 The *Consultant* notifies the *Service Manager* if the amount due to any Named Supplier stated in the Payment Schedule is different from that in the payment certificate and provides reasons for the change.
- Y1.11 If the *account holder* is the *Consultant*, it authorises payment in accordance with the Payment Schedule no later than one day before the final date for payment. Following payment, the *Client* checks the amounts paid to the Named Suppliers by inspecting the Project Bank Account.
- Y1.12 If the *account holder* is the Parties, they jointly authorise payment in accordance with the Payment Schedule no later than one day before the final date for payment.
- Y1.13 Following authorisation, the *Consultant* and Named Suppliers receive payment from the Project Bank Account of the sums set out in the Payment Schedule as soon as practicable after the Project Bank Account receives payment.
- Y1.14 The *Consultant* updates the Project Bank Account Tracker and submits it to the *Client* within one week of any payment being made from the Project Bank Account.
- Y1.15 A payment which is due from the *Consultant* to the *Client* is not made through the Project Bank Account.

## Effect of Payment

- Y1.16 Payments made from the Project Bank Account are treated as payments from the *Client* to the *Consultant* in accordance with the contract. A delay in payment due to a failure of the *Consultant* to comply with the requirements of this clause is not treated as late payment under the contract.

## Trust Deed

- Y1.17 The *Client*, the *Consultant* and *named suppliers* sign the Trust Deed within two weeks of the Contract Date.

## Termination

- Y1.18 If the *Service Manager* issues a termination certificate, no further payment is made into the Project Bank Account.

## Trust Deed

This agreement is made between the *Client*, the *Consultant* and the *Named Suppliers*.

Terms in this deed have the meanings given to them in the contract between Click or tap here to enter text.. and Click or tap here to enter text. for Click or tap here to enter text. (the *service*).

## Background

The *Client* and the *Consultant* have entered into a contract for the service.

The *Named Suppliers* have entered into contracts with the *Consultant* or a Subcontractor in connection with the *service*.

A Project Bank Account will be established to make provision for payment to the *Consultant* and the *Named Suppliers*.

## Agreement

The parties to this deed agree that

- sums due to the Consultant and Named Suppliers and set out in the Payment Schedule are held in trust in the Project Bank Account for distribution to the Consultant and Named Suppliers in accordance with the banking arrangements applicable to the Project Bank Account
- further Named Suppliers may be added as parties to this deed with the agreement of the Client and Consultant. The agreement of the Client and Consultant is treated as agreement by the Named Suppliers who are parties to this deed,
- this deed is subject to the law of the contract for the service,
- the benefits under this deed may not be assigned.

**Executed as a deed on** Click or tap to enter a date.  
by

Click or tap here to enter text. (*Client*)

Click or tap here to enter text. (*Consultant*)

Click or tap here to enter text.

Click or tap here to enter text.

Click or tap here to enter text. (*Named Suppliers*)

Click or tap here to enter text.

## Joining Deed

This agreement is made between the *Client*, the *Consultant* and Click or tap here to enter text. (the Additional Supplier).

Terms in this deed have the meanings given to them in the contract between Click or tap here to enter text. and Click or tap here to enter text. for Click or tap here to enter text. (the *service*).

## **Background**

The *Client* and the *Consultant* have entered into a contract for the service.

The Named Suppliers have entered into contracts with the *Consultant* or a Subcontractor in connection with the service.

A Project Bank Account Choose an item.established to make provision for payment to the *Consultant* and the Named Suppliers.

The *Client*, the *Consultant* and the Named Suppliers have entered into a deed as set out in Annex 1 (the Trust Deed) and have agreed that the Additional Supplier may join that deed.

## **Agreement**

The parties to this deed agree that

- the Additional Supplier becomes a party to the Trust Deed from the date set out below,
- this deed is subject to the law of the contract for the service,
- the benefits under this deed may not be assigned.

**Executed as a deed on** Click or tap to enter a date.

by

Click or tap here to enter text. (*Client*)

Click or tap here to enter text. (*Consultant*)

Click or tap here to enter text. (Additional Supplier)

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

Y2.2, delete clause and replace with the following.

The date on which a payment becomes due is the later of

- the date of receipt by the Party making payment of an invoice, issued in accordance with these conditions of contract

and

- fourteen days after the assessment date.

The date on which the final payment becomes due is the later of

- the date of receipt by the Party making payment of an invoice, issued in accordance with these conditions of contract and
  - if the *Service Manager* makes an assessment after the defects date or the date the last Defect is corrected, six weeks after the defects date or the date the last Defect is corrected, whichever is the later,
  - if the *Service Manager* does not make an assessment after the defects date or the date the last Defect is corrected, two weeks after the Consultant issues its assessment or
  - if the *Service Manager* has issued a termination certificate, fifteen weeks after the issue of the certificate.

The final date for payment is seven days after the date on which payment becomes due, or a different period for payment if stated in the Contract Data.

The *Service Manager's* certificate is the notice of payment specifying the amount due at the payment due date (the notified sum, which may be zero) and stating the basis on which the amount was calculated. If the *Service Manager* does not make an assessment after the defects date or the date the last Defect is corrected, the *Consultant's* assessment is the notice of payment.

**When completing Projects in Northern Ireland include the Additional Z clauses for Northern Ireland Projects**

[see Framework Agreement Schedule – ‘Additional Z clauses for Northern Ireland Projects’]

## **Addendum 1b - Project specific *additional conditions of contract* agreed between the *Client* and the *Consultant***

**If *additional conditions of contract* are agreed between the *Client* and the *Consultant*, insert them here.**

20.8 Insert a new clause 20.8:

‘In the event that the Client elects to enter into a Delivery Agreement in respect of the construction stage of the Project with a party who is not the Consultant (hereinafter a “Third Party Contractor”) then on the date of execution of that Delivery Agreement, this contract shall be novated from the Client and the Consultant to the Client and the Third Party Contractor and the Third-Party Contractor shall assume the Consultant’s obligations and liabilities under this contract.’

### **SCHEDULE OF COST COMPONENTS**

#### **People 1**

In the Section People 1

11 – 14 delete and replace with the below:

A cost calculated by multiplying the time recorded for work on the contract by the people rates stated in Contract Data part 2. Time recorded is that shown in the Consultant’s time recording system.

People Rates are the rates for the applicable role and seniority stated in Contract Data part 2. Unless the Client agrees, people rates must not exceed the rates applicable to the role and seniority stated in Contract Data part 2.

## SCHEDULE 2 Contract Data: Part Two – Data provided by the *Consultant*

### 1. General

The *Consultant* is

Name

**Balfour Beatty Civil Engineering Ltd**

Address for  
communication

Telephone  
Address for electronic  
communication

The *fee percentage* is

The key persons are

**(1) Name**

Job

Responsibilities

Qualifications

Experience

**(2) Name**

Job

Responsibilities

Qualifications

Experience

The following matters will be included in the Early Warning Register

### 2. The *Consultant's* main responsibilities

If the *Consultant*  
is to provide  
Scope

The Scope provided by the *Consultant* is in

N/A

### 3. Time

If a programme is  
identified in the  
Contract Data

The programme identified in the Contract Data is

N/A



If the *Consultant* is to decide the **completion date** for the whole of the *services*

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

TBC

## 5. Payment

If the *Consultant* states any expenses

The *expenses* stated by the *Consultant* are  
item amount

All Method of  
Operation Activities  
expenses\*\*

Additional activities -  
Temporary Works  
Design/checks  
Procurement &  
delivery of bolts  
Security clearance  
checks & processing  
Training including  
confined space plus  
others

If Option A or C  
is used

The *activity schedule* is

Is in Schedule 4

The tendered total of the Prices is

£210,999

## Resolving and avoiding disputes

## 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

Click or tap here to enter text.

## X29 Climate Change

If Option X29 is used

If a *climate change plan* is to be identified in the Contract Data.

The *climate change plan* identified in the Contract Data is

Click or tap here to enter text.

## Y(UK)1 Project Bank Account

**If Option Y(UK)1 is used**

The *project bank* is

Click or tap here to enter text.

*named suppliers* are

Click or tap here to enter text.

## Data for the Short Schedule of Cost Components (used only with Option A)

The *people rates* are

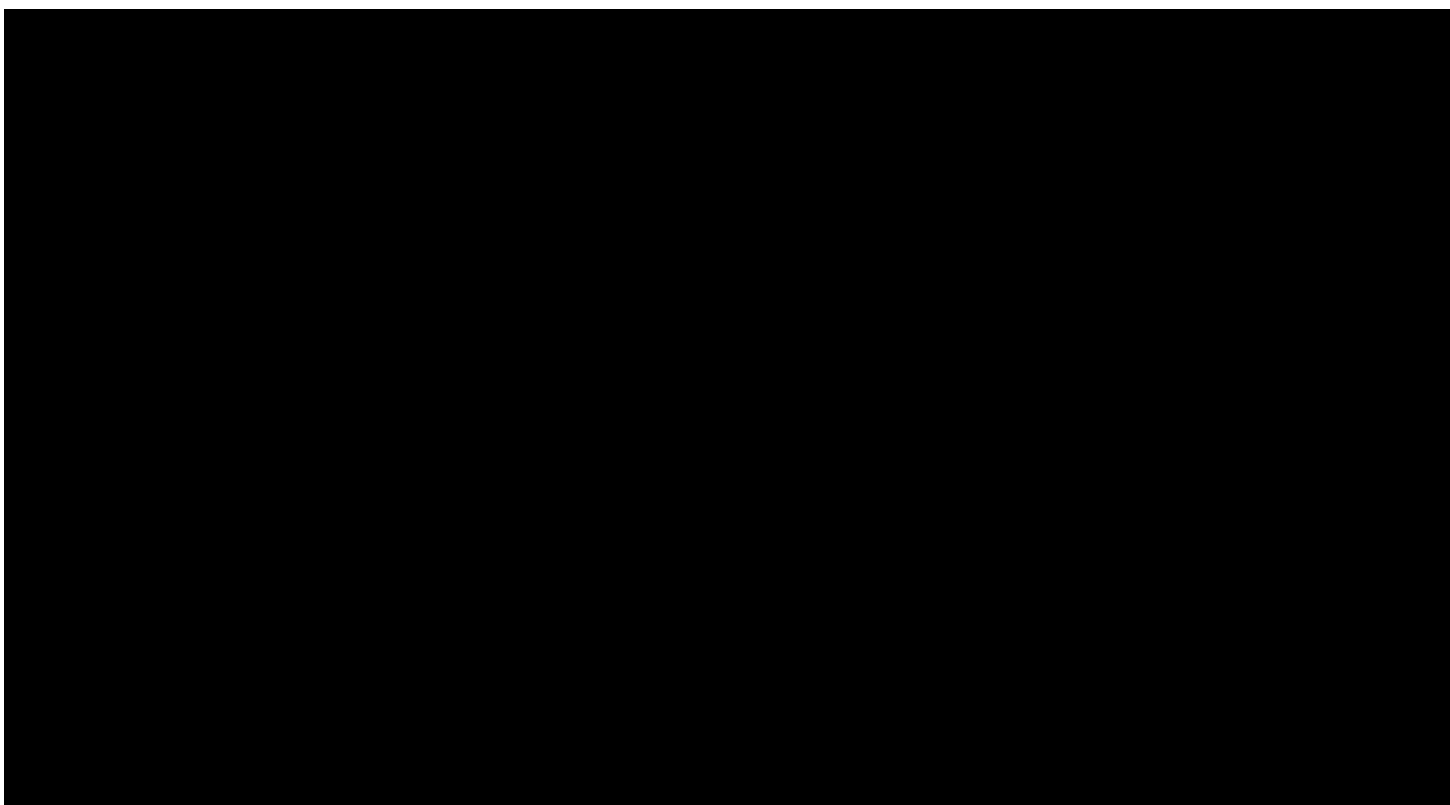
category of person	unit	Rate****
As per Framework Commercial Model	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

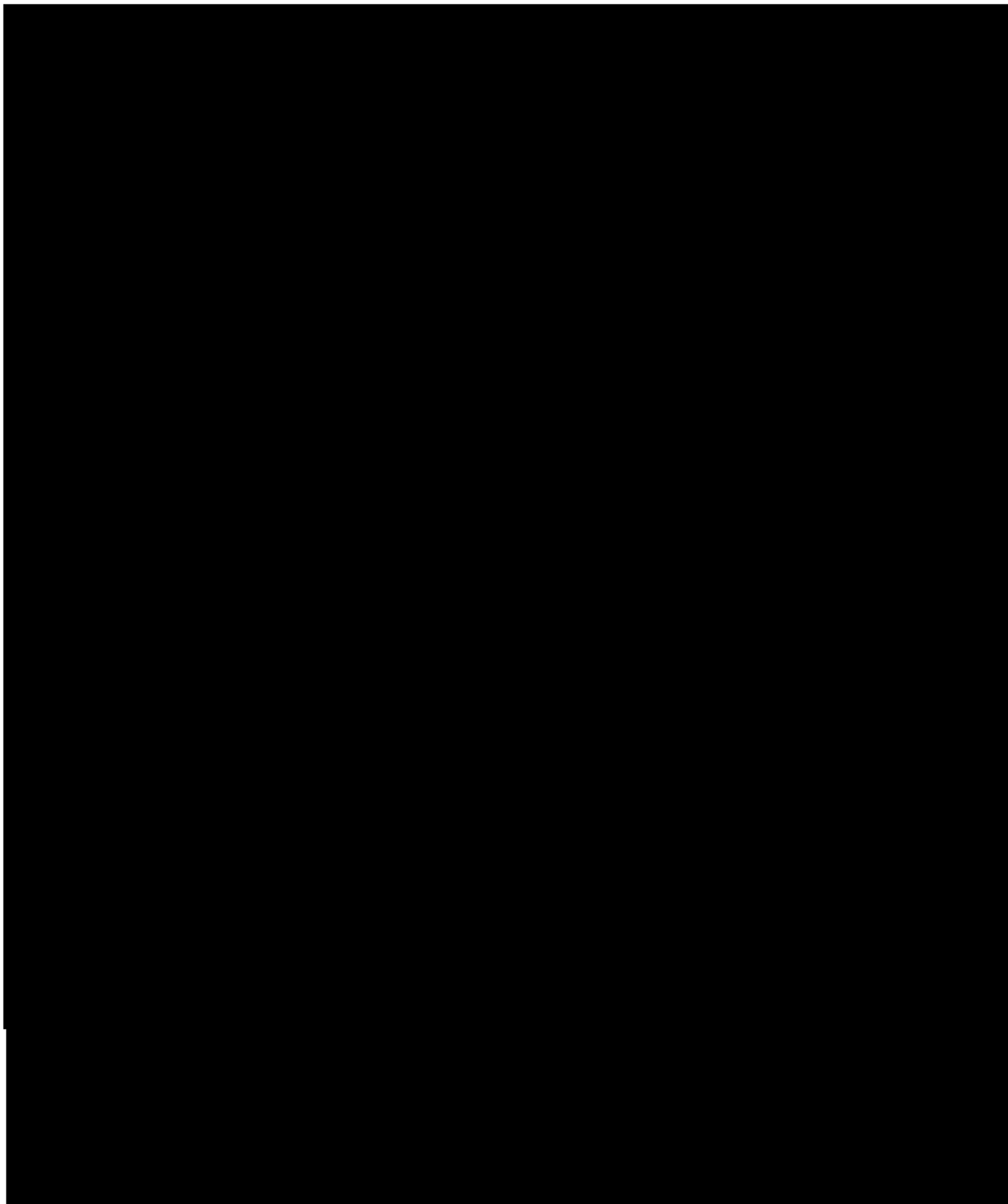
### 3a – The Scope provided by the *Client* is in:

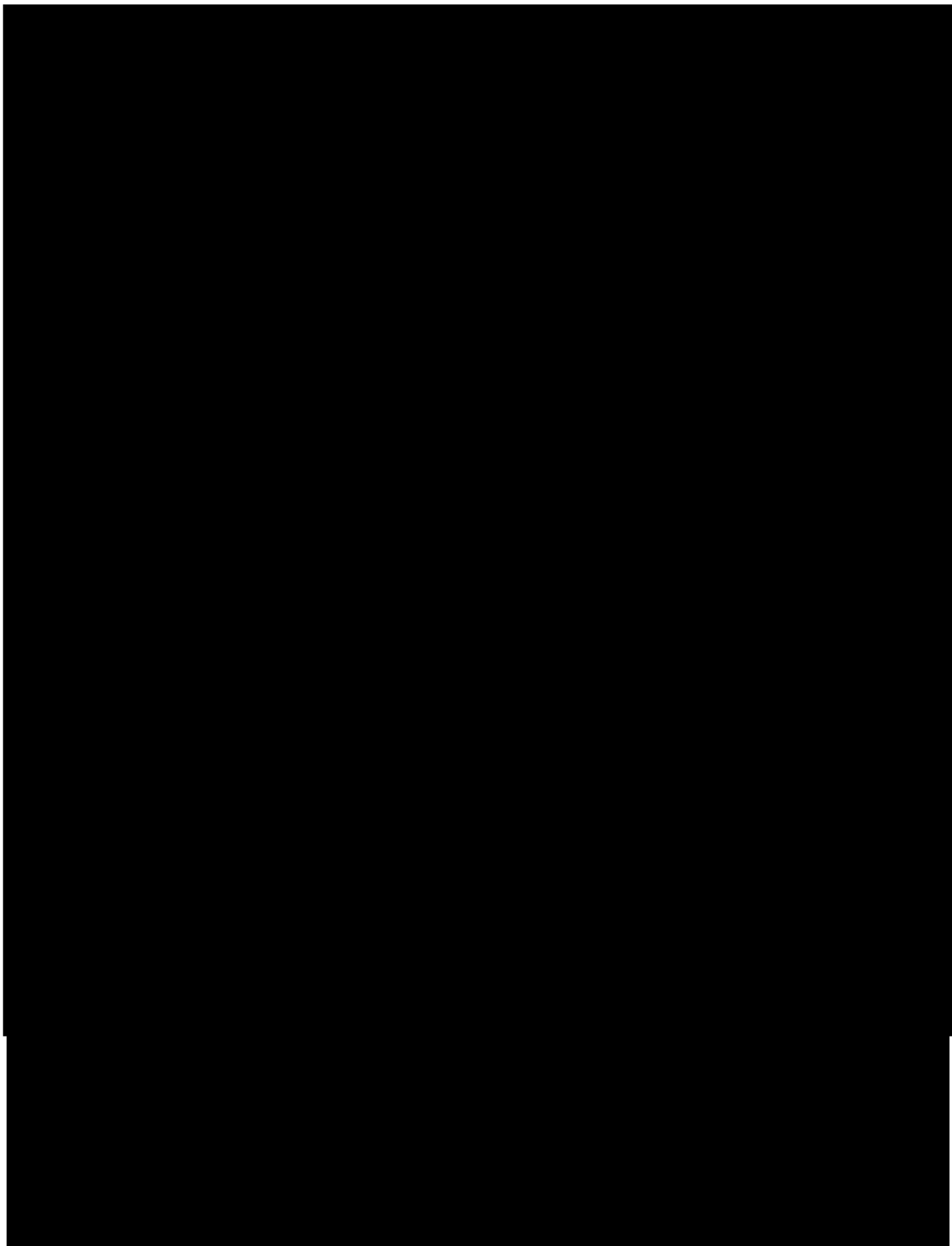
Schedule 3 Part A – Feasibility Stage – (Stage 1)	Not part of this PSC Scope
Schedule 3 Part A – Pre-Construction (Initial) Stage – (Stage 2) **	Preconstruction stages combined into one Stage for the PSC Contract as defined in Section 3b
Schedule 3 Part A – Pre-Construction (Detailed) Stage – (Stage 3) **	
Schedule 3 Part C – BIM Information Management	Not part of this PSC Scope
Schedule 15 Part A Design	Not part of this PSC Scope

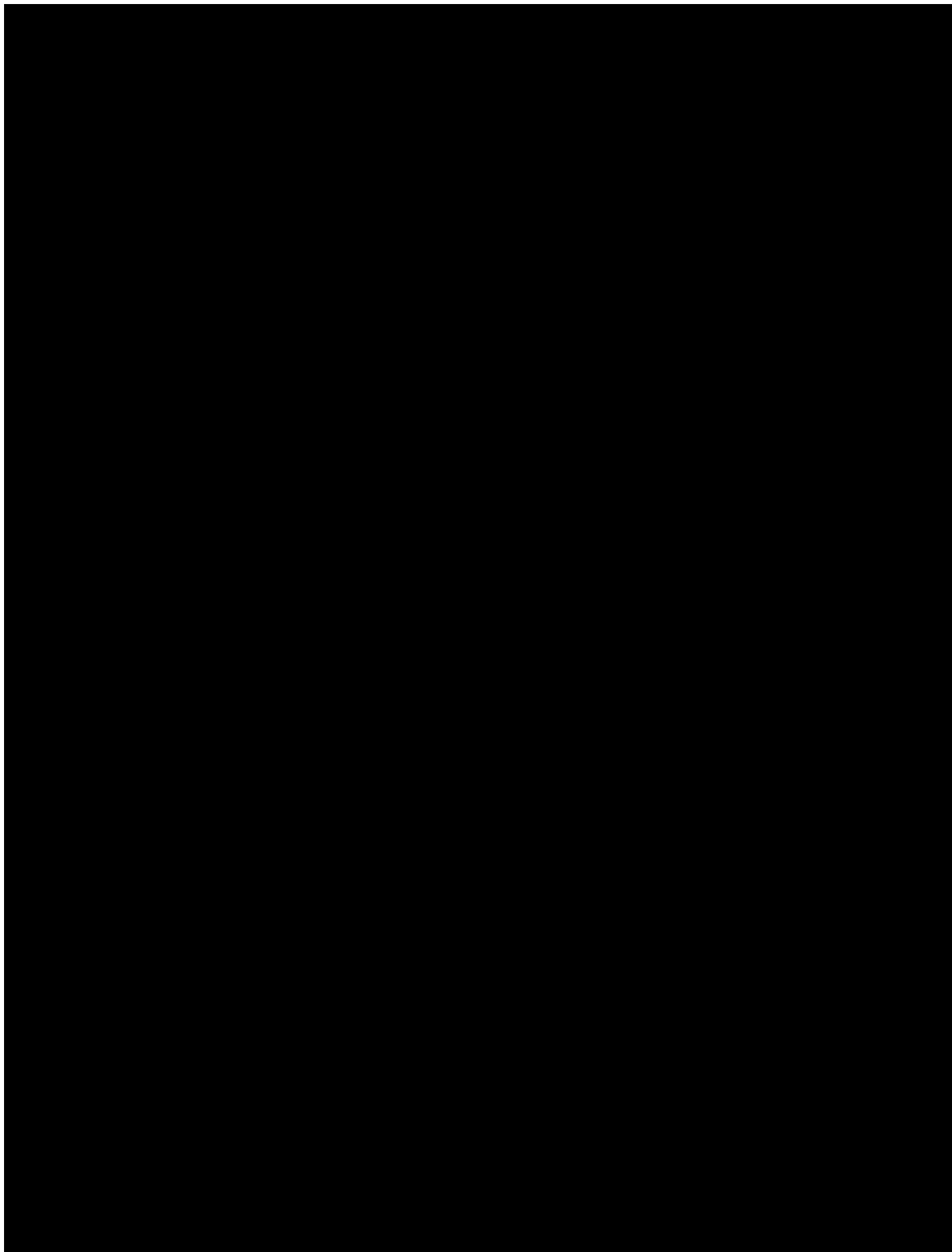
### 3b – The Scope provided by the Consultant is:

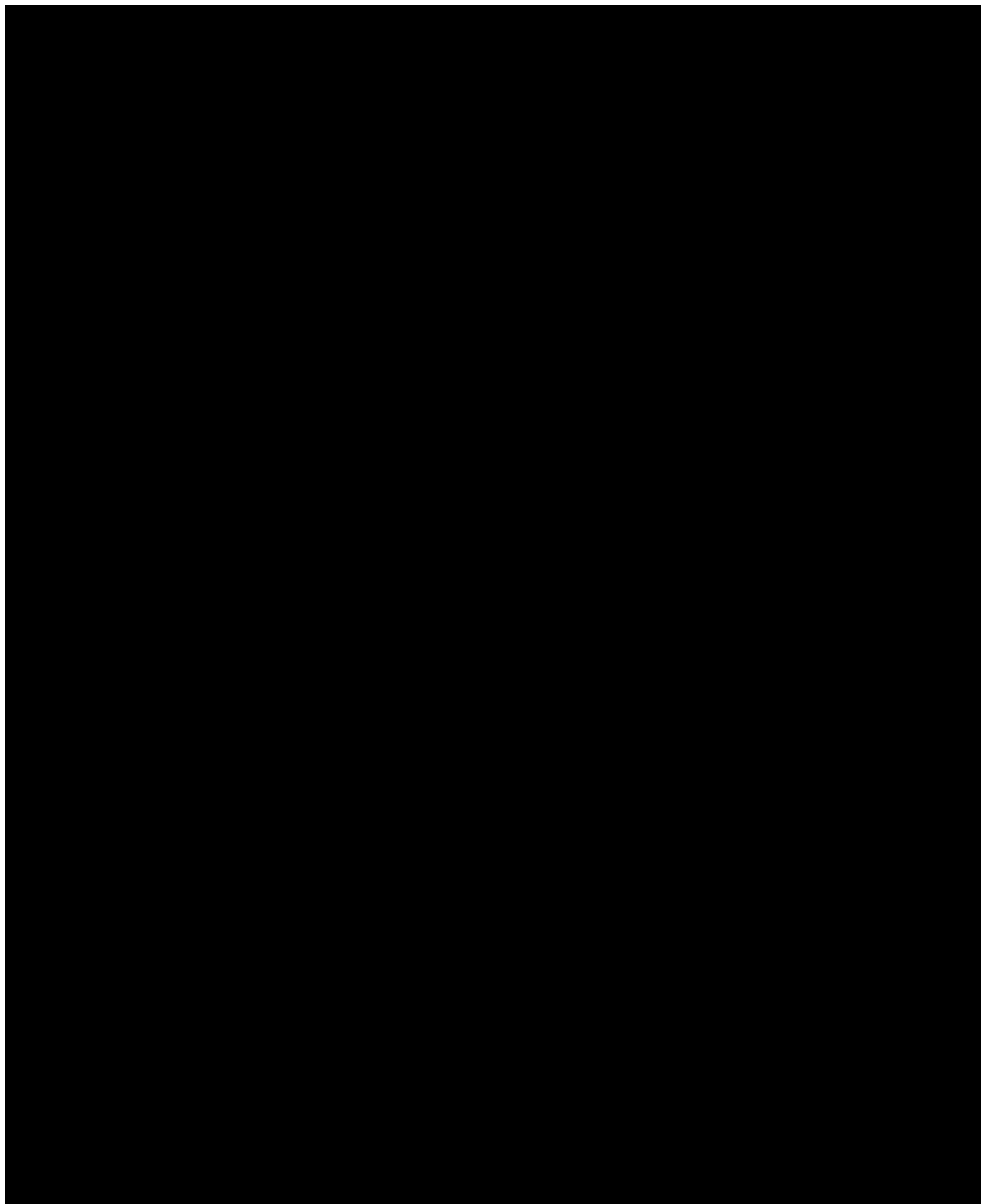
For the avoidance of doubt any reference to physical works does not form part of this contract scope.











P

Q

W

P



**S 300 Existing specifications and standards**

To be developed during preconstruction stage

**S 400 Constraints on how Consultant is to Provide the Service**

To be developed during preconstruction stage

**S 500 Information and other things provided by the Client and Others**

To be developed during preconstruction stage

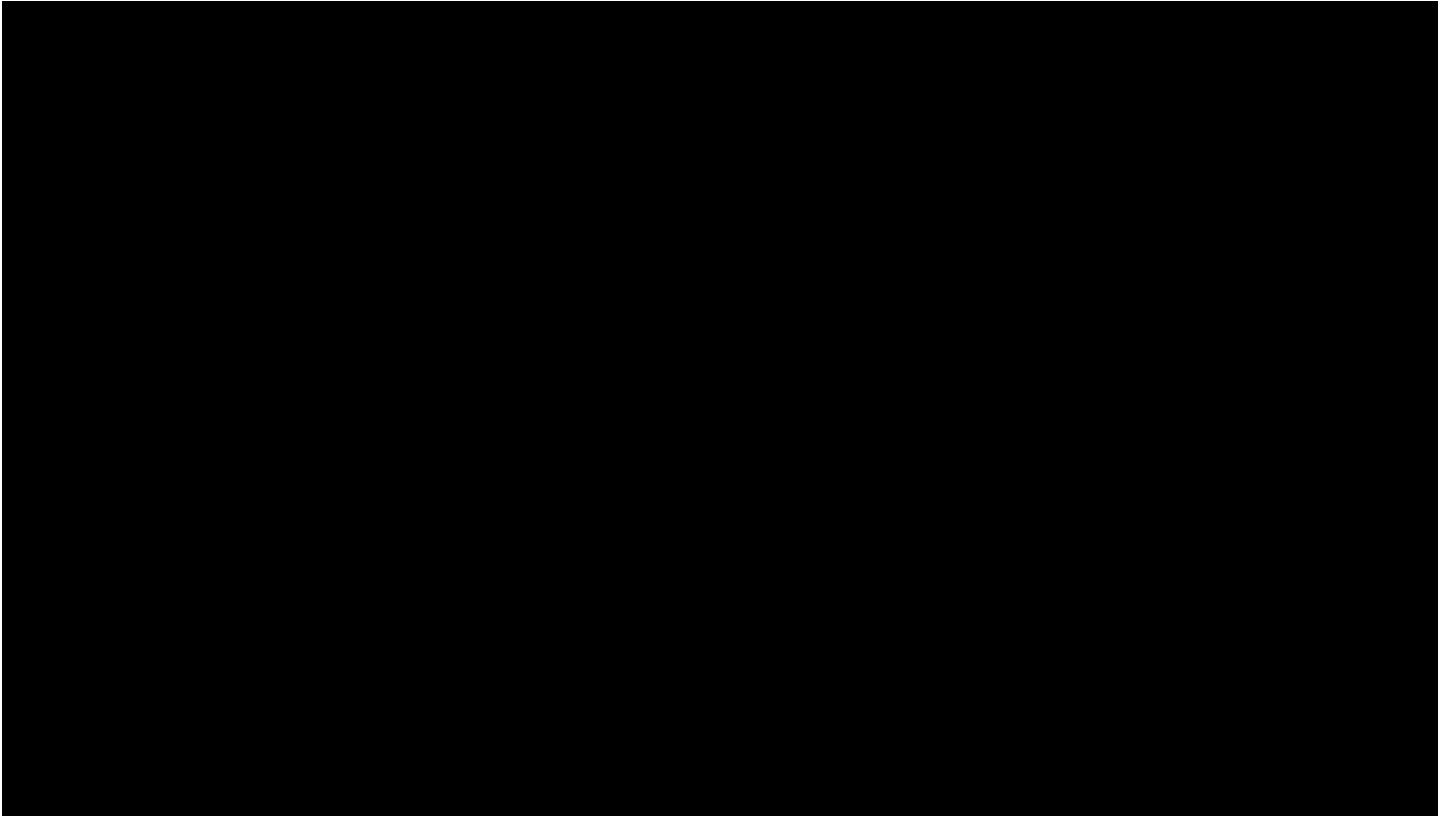
**S 600 Timing, programme and Completion**

See Appendix B

**S 700 Other requirements of the conditions of contract**

Not applicable

## **S 800 Acceptance or procurement procedure (Options C and E)**



### ***Procurement Schedules***

The *Consultant* is to provide a procurement schedule for review and acceptance by the Project Manager each month submitted with the clause 32 programme. The procurement schedule should set out the stages for procuring Subcontractors and the main lead time items in respect of materials or equipment contained within them. The schedules should support the procurement section durations in the programme.

## **S 1000: Accounts and records (Options C and E)**

### ***Activity Schedule***

The *Consultant* will provide an Activity Schedule.

### **Expenses**

Should there be any expenses extra over to those included within the preconstruction charge fee by exception and agreement, these will be subject to evidence/ supporting records and will directly relate to these works. With any application for payment sufficient and broken-down detail will be provided to confirm purpose, item description, cost, date, supplier. Any cost expenditure should be reasonable/cost efficient, and market tested where appropriate.

## Record Keeping & Submission

### Time Sheets

The *Consultant* prepares time sheets and submits them on a weekly basis.

Timesheets will contain all People within the Working Area and those authorised to work outside of the Working Area. Timesheets are collated by the *Consultant* and issued to the Service Manager or delegated recipient in monthly application for payment

[REDACTED]

[REDACTED]

**S 1200:** Ultimate holding company guarantee (Option X4)

Not applicable

**S 1300:** Undertakings to the Client or Others (Option X8)

Not applicable

**S 1400:** Transfer of rights (Option X9)

Not applicable

**S 1500:** Information modelling (Option X10)

Not applicable

**S 1600:** Performance bond (Option X13)

Not applicable

**S 1700:** Project Bank Account (Option)

Not applicable

## **SCHEDULE 4 – Activity Schedule**

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*Insert Activity Schedule here*

## **SCHEDULE 5 – Early Warning Register**

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*Insert Early Warning Register*

## **SCHEDULE 6 – cl31 Programme**

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*Insert clause 31 Programme*

## SCHEDULE 7 – Template Guarantees Bonds - Warranties

### *Template Guarantees / Bonds / Warranties as per Schedule 17 of the Framework*

Part A	<del>Warranty to be provided by Contractor's Consultant</del>	N/A
Part B	<del>Warranty to be provided by Subcontractor</del>	N/A
Part C	<del>Warranty from Contractor relating to End User/Fund/Purchaser/Tenant</del>	N/A
Part D	<del>ABI Model form of Guarantee Bond</del>	N/A
Part E	<del>Ultimate Holding Company Guarantee</del>	N/A
Part F	<del>Advanced Payment Bond</del>	N/A

**\*\* indicate if Scope Shall Apply for this Project Agreement and enclose relevant template(s) from Schedule 17 of the Framework Agreement.**