



Professional Service Short Contract

This contract should be used for the appointment of a supplier to provide a professional service which does not require sophisticated management techniques, comprises straightforward work and imposes only low risks on both client and consultant

June 2017

(with amendments January 2019 and during the formation of the Engineering Delivery Framework dated 21st September 2022)

Template 1 05.04.23

Short Contract

A contract between

The Department for Environment, Food and Rural Affairs
Nobel House
Smith Square
London
SW1P 4DF

and

WSP UK Ltd (company number 01383511) whose registered office is at WSP House, 70 Chancery Lane, London, WC2A 1AF (the "Consultant"),

for

Feasibility study into renewable generation and energy storage at Weybridge

Contract Forms

Contract Data

The *Consultant's* Offer and *Client's* Acceptance

Price List

Scope

Contract Data

The *Client's* Contract Data

The *Client* is

Name The Department for Environment, Food and Rural Affairs (Defra)

Address for communications Animal and Plant Health Agency
Woodham Lane
Addlestone
KT15 3NB

Address for electronic communications

The *service* is Completion of a feasibility study into renewable generation and energy storage at Weybridge

The *starting date* is 19th August 2024

The *completion date* is 16th December 2024

The *delay damages* are £0 per day

The *law of the contract* is the law of England, subject to the jurisdiction of the courts of England and Wales

The *period for reply* is 1 Weeks

The *defects date* is 52 weeks after Completion

The *assessment day* is the Last working day of each month

Work **is not** to be carried out on a time charge basis.

The United Kingdom Housing Grants, Construction and Regeneration Act (1996) does apply

The *Adjudicator* is

Name *In the event that a first dispute is referred to adjudication, the referring Party at the same time applies to the Institution of Civil Engineers to appoint an Adjudicator. The application to the Institution includes a copy of this definition of the Adjudicator. The referring Party pays the administrative charge made by the Institution. The person appointed is also Adjudicator for later disputes.*

Contract Data

The *Client's* Contract Data

The interest rate on late payment is % per complete week of delay.

Insert a rate only if a rate less than 0.5% per week of delay has been agreed.

The *Client* provides this insurance

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

The *Consultant* provides the following insurance cover

INSURANCE AGAINST	MINIMUM AMOUNT OF COVER	PERIOD FOLLOWING COMPLETION OR EARLIER TERMINATION
Liability of the <i>Consultant</i> for claims made against it arising out of the <i>Consultant's</i> failure to use the skill and care normally used by professionals providing services similar to the service.	Minimum £1,000,000..... in respect of each claim, without limit to the number of claims	6 years following Completion of the whole of the Services or earlier termination
Loss of or damage to property and liability for bodily injury 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.	The amount required by the applicable law	The defects Certificate has been issued
Liability for 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 the contract	Minimum £5m in respect of each event, without limit to the number of events	The defects Certificate has been issued

The *Consultant's* total liability to the *Client* which arises under or in connection with the contract is limited to

£1m

The *Adjudicator nominating* body is

The Institution of Civil Engineers

The *tribunal* is

Litigation in the courts

Contract Data

The *Client's* Contract Data

The *conditions of contract* are the NEC4 Professional Service Short Contract June 2017 (with amendments January 2019) and the following additional conditions

Option Z: Schedule of Amendments to the core clauses and additional conditions

Z1 The following is incorporated as part of the *conditions of contract* and in the event of a conflict with any other term, the terms of this Schedule take precedence:

CORE CLAUSES

1. General

Insert new clause 10.3:

"10.3 The appointment of the *Consultant* commences from the *starting date* or from the date on which the *Consultant* starts to Provide the Service, whichever is the earlier."

In clause 11.2(1) delete and replace with:

"Completion is when the *Consultant* has

- completed the *services* in accordance with the contract,
- corrected all Defects which would have prevented the *Client* from using the *services* and
- provided any Documents that the *Consultant* is obliged to provide under the contract."

Delete clause 11.2(3) and insert, "number not used."

Delete clause 11.2(4) and replace with:

"11.2(4) A Defect is

- a part of the *services* which is not in accordance with the contract,
- defective design of the *services*, or
- a failure by the *Consultant* to comply with its obligations under the contract."

Delete clause 11.2(8) and insert, "number not used."

In clause 11.2(10) after "to do" in the first line, insert "in an efficient manner".

Insert new clauses 11.2(12) to (22):

(12) The Act is the Housing Grants, Construction and Regeneration Act 1996, as amended from time to time.

(13) CDM Regulations are the Construction (Design and Management) Regulations 2015, as amended from time to time.

(14) Client Consents are those consents identified in the Task Order.

(15) Critical Failure Event has the meaning set out in the Framework Agreement.

(16) Documents are any and all activity schedules, algorithms, bills of quantities, brochures, budgets, CAD materials, calculations, data, design details, designs, diagrams, drawings, graphs, minutes, models, notes of meetings, photographs, plans, programmes, reports, schedules, sketches, specifications, surveys, source code and build information for proprietary components and other similar materials whether in hard copy, on computer disk, stored electronically on a computer or in a virtual "cloud", in any other computer-generated format or on any magnetic or optical storage medium prepared by or on behalf of the *Consultant* or any undefined subcontractors (whether in existence or to be created) in connection with the *services* and all such other documentation as would reasonably be required by a competent third party capable of exercising the Standard of Care contracted by the *Client* to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that Provide the Service.

(17) Framework Agreement is the framework agreement between the parties dated 21st September 2022.

(18) Project means the *Client's* wider development plans across the Site and its other sites, including enabling works, demolition works, refurbishment and fit out works.

(19) ~~Standard of Care means all the reasonable skill, care, diligence, prudence, foresight and judgment~~ to be expected of a fully qualified and competent designer experienced in designing and performing and carrying out design providing service of a similar scope, nature, complexity and timescale to the *services*.

(20) Statutory Requirements are:

- all planning and/or other permissions, consents, approvals, permits, licences and certificates ("Consents") which are necessary lawfully to design, construct, complete, commission, maintain and use the *services*,
- any statute, regulation or subordinate legislation, the common law and (to the extent applicable) any treaty or European Union law or treaty or law of the United Kingdom which is of equivalent standard which relates to the protection of the environment or health and safety whether administrative, civil or criminal,
- any statute, statutory instrument, regulation, rule or order made under any statute or directive having the force of law which affects the *services* or the performance of any of the obligations under the contract or Government guidelines,
- any regulation or bye-law of any local authority, statutory undertaker or similar body or organisation which has any jurisdiction with regard to the *services* or with whose systems the *services* are, or are to be, connected, including any statutory provisions and any decision of a relevant authority under them which controls the right to develop the Site, and
- the Consents required in relation to any Third-Party Agreement and of all persons who have rights or interests in or over the *services* or the Site who by the lawful exercise of their powers in the absence of such Consents could delay or disrupt the carrying out or progress of the *services* or the use or enjoyment of the Site.

(21) Task Order is a task order issued under the Framework Agreement.

(22) Third Party Agreements means those agreements made or to be made between the *Client* and any third party concerning the *services*, the Site and/or the Project and as identified in the Task Order."

In clause 12.4 at the end of the sentence, insert "as specified in the Task Order".

Insert new clauses 12.5 and 12.7:

"12.5 The *Consultant* may not assign or transfer any of his rights or benefits of the contract.

12.6 References in this contract to the *Consultant* include their employees, and suppliers and subcontractors and subconsultants and their employees and suppliers.

12.7 A reference to any Act of Parliament, Statutory Instrument or any specific provision in such legislation is deemed to include a reference to any subsequent re-enactment or amendments or to any replacement enactment covering the same or substantially the same subject matter."

Delete clause 17 and insert, "number not used."

Insert new clause 17:

"Requirements for instructions

17.1 The *Consultant* notifies the *Client* as soon as it either becomes aware of an ambiguity or inconsistency in or between the documents which are part of the contract. The *Client* states how the ambiguity or inconsistency should be resolved.

17.2 The *Consultant* or the *Client* notifies the other as soon as either becomes aware that the Scope includes an illegal or impossible requirement. If the Scope does include an illegal or impossible requirement, the *Client* gives an instruction to change the Scope appropriately."

2. The Consultant's Main Responsibilities

In clause 20.1 after "Scope" insert, "the contract, the Environmental Objectives (as defined in the Framework Agreement), all Statutory Requirements and the Standard of Care."

In clause 20.2 delete "skill and care" and replace with, "Standard of Care".

In clause 20.3 delete "carry out the service ... similar to the service" and insert "comply with this clause 20".

Insert new clause 20.4:

"20.4 The *Consultant* performs its obligations under the contract so that no act, omission or default of the *Consultant* or any subcontractor or subconsultant, causes or contributes to any breach by the *Client* of any Third Party Agreements provided that copies of the whole or parts of the relevant Third Party Agreements (excluding matters related to price and payment and/or any Secret Matter (as defined by the Special Conditions attached to the Framework Agreement) have been provided to the *Consultant* in sufficient time as is reasonable to allow the *Consultant* to take these into account."

Insert new clause 20.1A to 20.3A:

“Consultant’s Design

20.1A To the extent that the *Consultant* is responsible for the design of any element of the *services* (as identified in the Scope, Task Order and or the Contract Data) the *Consultant* carries out and completes the design using all the Standard of Care.

20.2A The *Consultant* submits the particulars of its design as the contract requires to the *Client* for acceptance. A reason for not accepting the *Consultant’s* design is that:

- it does not comply with the Scope, the contract, any Statutory Requirements and/or the Standard of Care,
- it may increase the cost of operating or maintaining the *services*,
- it requires an additional consent to be obtained,
- it may have an adverse effect on Others, or
- that more information is required.

The *Consultant* does not proceed with the relevant service until the *Client* has accepted its design. The *Client’s* acceptance of the *Consultant’s* design (or any part of it) does not change or remove the *Consultant’s* responsibility to Provide the Service or the *Consultant’s* liability for the design of the *services*.

20.3A The *Consultant* ensures that all Plant and Materials are in accordance with the Scope, the contract and Statutory Requirements and are of satisfactory quality and fit for the purposes of the *services*.”

In clause 21.1 insert at the start: “The *Consultant* does not subcontract work or design forming part of the *services* or under the contract without the consent of the *Client*.”

Insert new clauses 21.4 to 21.5:

“21.4 The *Consultant* notifies the *Client* of any impending disputes with any subcontractor or subconsultant which could affect the operation of the *services*.

21.5 The *Consultant* performs its obligations under the contract so that no act, omission or default of the *Consultant* or any subcontractor or subconsultant causes or contributes to any breach by the *Client* of any Third Party Agreement.”

Insert new clauses 22 to 23:

“Deleterious Materials

22.1 Exercising the Standard of Care, the *Consultant* shall not use or permit to be used in the *services* and/or the Project any materials, substance, building practice or technique which:

- by their nature or application contravene any British Standard, EU equivalent, code of practice or agreement certificate issued by the British Board of Agreement,
- contravene the recommendations of the British Council for Offices’ publication: “Good Practice in the Selection of Construction Materials 2011”,
- are generally considered to be deleterious within the building design professions in the UK or
- are generally known within the construction industry at the time of use to be hazardous to the health and safety of any person and/or which may threaten the long-term integrity of the Project.”

“Assignment

23.1 The *Consultant* may not transfer the benefit of the contract or any rights under it without the prior written consent of the *Client*.”

3. Time

Delete clause 30.1 and replace with:

“30.1 The *Consultant’s* appointment under this contract shall commence from the date of this contract or from the date on which the *Consultant* began to perform the *services*, or any additional *services*, whichever is the earlier, and this contract shall be deemed to apply to the performance by the *Consultant* of the *services* and any additional *services* from the date of commencement of the *Consultant’s* appointment. The *Consultant* does the *services* so that Completion is on or before the Completion Date.”

Insert a new clause 30.4:

“30.4 The *Consultant* proceeds regularly and diligently with the *services* and in accordance with the programme prepared in accordance with clause 31.”

Insert new clauses 31.2 to 31.5:

“31.2 If a programme is not identified in the Contract Data, the *Consultant* submits a first programme to the *Client* for acceptance within 14 days of commencing the *services*. The *Consultant* shows on each programme submitted for acceptance (in the form stated in the Scope):

- the starting date and Completion Dates,
- planned Completion,
- the order and timing of the operations which the *Consultant* plans to do in order to Provide the Service,
- provisions for:
 - float,
 - time risk allowances,
 - health and safety requirements and
 - the procedures set out in the contract,
- the dates when, in order to Provide the Service in accordance with the programme, the *Consultant* will need
 - access to a person, place or thing and
 - information and things to be provided by the *Client*
- for each operation, a statement of how the *Consultant* plans to do work identifying which resources will be used and
- other information which the Scope requires the *Consultant* to show on a programme submitted for acceptance.

31.3 Within two weeks of the contractor submitting a programme for acceptance, the *Client* notifies the *Consultant* of the acceptance of the programme or the reasons for not accepting it. A reason for not accepting a programme is that

- the *Consultant* plans which it shows are not practicable,
- it does not show the information which the contract requires,
- it does not represent the *Consultant's* plans realistically or
- it does not comply with the Scope.

If the *Client* does not notify acceptance or non-acceptance within the time allowed, the *Consultant* may notify the *Client* of that failure. If the failure continues for a further week after the *Consultant's* notification, it is treated as acceptance by the *Client* of the programme.

31.4 The *Consultant* shows on each revised programme

- the actual progress achieved on each operation and its effect upon the timing of the remaining work,
- how the *Consultant* plans to deal with any delays and to correct notified Defects and
- any other changes which the *Consultant* proposes to make to the programme.

31.5 The *Consultant* submits a revised programme to the *Client* for acceptance:

- within two weeks after the *Client* has instructed the *Consultant* to and
- when the *Consultant* chooses to.”

4. Quality Management

In clause 42.1 insert the following prior to the full stop: “but the *Client* is not obliged to consider or accept any such proposal.”

5. Payment

Insert at the end of clause 50.2: “The *Consultant* shall also give the *Client* the supporting documents and information that the *Client* reasonably requires to enable it to evaluate the application for payment.”

In clause 51.1 at the start of the clause insert: “Provided that there has been no double counting.” Delete “three weeks” in the first line and replace with “30 days”.

In clause 51.3 delete “tax” and replace with “Value Added Tax at the applicable rate”.

Insert new clause 51.4:

51.4 No certification by the *Client* under this contract relieves the *Consultant* from any liability arising out of or in connection with this contract.”

6. Compensation Events

1. Delete clause 60.1(1) and replace with:
- “(1) The *Client* gives an instruction changing the Scope except
- a change made in order to accept a Defect and/or arising as a result of a Defect
 - a change relating to an item which is a *Consultant* responsibility under the contract or
 - a change required in order to achieve a consent which is the *Consultant's* responsibility to secure and comply (including *Client* Consents).”

In clause 60.1(3) after the words “gives an instruction” insert, “except an instruction given because of a Defect” and insert prior to the full stop “and it is not one of the other compensation events stated in the contract”.

In clause 60.1(4) insert prior to the full stop “except where such work is required to correct a Defect.”

In clause 60.1(6) insert prior to the full stop “unless it was reasonable in the circumstances to change the decision”.

In clause 61.3 after “has happened” insert, “(or, if earlier, within eight weeks of the date an experienced consultant would reasonably have become aware of the event)”.

In clause 62.2 delete “from the fault of the *Consultant*” and insert:

“from a fault, act or omission of the *Consultant* (which includes the fault of any subcontractor, subconsultant or any employee or supplier of the *Consultant*),

- arises from any act or omission by the *Consultant*, or any subcontractor, subconsultant or agent or employee of the *Consultant*, under any separate contract with the Client to do anything on or adjacent to the Site (whether concurrent with the *Consultant* Providing the Services or otherwise),

- is a *Consultant* responsibility under the contract.”

Delete clause 62.3 and replace with the following:

“62.3 If the *Client* does not reply to a quotation within the time allowed, the *Consultant* may notify the *Client* of that failure. If the *Consultant* submitted more than one quotation for the compensation event, the notification states which quotation the *Consultant* proposes to be used. If the failure continues for a further two weeks after the *Consultant's* notification it is treated as acceptance by the *Client* of the quotation.”

Insert new second sentence in clause 62.5:

“If the *Client* accepts the *Consultant's* quotation the *Consultant* provides a revised programme within one week of such acceptance.”

At the beginning of clause 63.2, delete “the” before “change to the Prices” and replace with:

“The changes to the Prices are assessed using rates for activities from the Price List:

- where the additional or substituted work is of a similar character to, is executed under similar *conditions* as, and does not significantly change the quantity of work set out in the Scope, the rates and prices for the work set out in the Price List determines the valuation,
- where the additional or substituted work is of similar character to work set out in the Scope but is not executed under similar *conditions* thereto and/or significantly changes its quantity, the rates and prices for the work set out in the Price List is the basis for determining the valuation and the valuation includes a fair allowance for such difference in *conditions* and/or quantity, or
- where additional or substituted work is not of similar character to work set out in the Scope the work is valued at market rates and prices,

and such rates and prices shall be added to the Price List and notwithstanding this, where the *Client* and *Consultant* agree, the”.

In clause 63.3, delete “the total Defined Cost, the Prices are not reduced unless otherwise stated in these *conditions of contract*” and replace with “the total of the Prices, the total of the Prices is so reduced”.

Delete clause 63.4 and insert, “number not used.”

Delete clause 63.5 and insert, “number not used.”

Delete clause 63.8 and insert, “number not used.”

Insert new clauses 63.11 to 63.13:

- “63.11 Any extension to the Completion Date and increase in Prices are reduced by the extent to which the *Consultant*, any subcontractor or supplier contributed to the effect of the compensation event.
- 63.12 There is no extension to the Completion Date where the compensation event relates to work for which the *Consultant* has been required by the Scope to make due allowance for in any programme save that this clause shall not prevent any float and/or time risk allowance provided for in an Accepted Programme from being taken into account when assessing the effect of any compensation event (where relevant).
- 63.13 The *Consultant* shall only be entitled to a compensation event under clauses 60.1(2) to 60.1(8) to the extent that such compensation event prevents the *Consultant* from carrying out a material part of the service.”

7. Rights to Material

Delete this clause and insert, “number not used”.

8. Liabilities and Insurance

Delete clause 81.1 and replace with:

"81.1 From the *starting date*, the liabilities which are not specified in the Contract Data to be the *Client's* liabilities are carried by the *Consultant*."

In clause 82.2 at the end insert, "provided that the *Consultant* has notified the Client of such cost and the Client has approved such cost in writing."

In clause 83.3 delete the first row of the table and add new row to the table:

Liability for negligent design	The amount specified in the Contract Data from the date the <i>Consultant</i> starts to Provide the Service for a period of twelve years from Completion with a well-established insurance office or underwriter of repute based in the European Union, provided that such insurance remains available on commercially reasonable terms and rates having regard to the premiums required and policy terms available. Any increased or additional premium required by insurers by reason of the <i>Consultant's</i> own claims record or other acts, omissions or matters particular to the <i>Consultant's</i> shall be deemed to be within commercially reasonable rates and terms."
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The *Consultant* shall notify the *Client* immediately if the insurance referred to in the new row of clause 83.3 ceases to be available to the *Consultant* at reasonable premium rates or on reasonable commercial terms. If this happens:

- the *Client* and the *Consultant* shall discuss and agree on the best means of protecting themselves and
- the *Client* may require the *Consultant* to take out and maintain insurance at the best premium rates and on the best commercial terms available to the *Consultant*. If the *Client* exercises this right, it shall reimburse to the *Consultant* the difference between the premium paid and the premium that would have been reasonable."

9. Termination

Delete clause 90.2 and replace with:

"90.2 Save for so far as the Corporate Insolvency and Governance Act 2020 applies, either Party may terminate if the other Party has done one of the following or its equivalent:

- If the other Party is an individual and has:
 - presented its petition for bankruptcy,
 - has a bankruptcy order made against it,
 - had a receiver appointed over its assets, or
 - made an arrangement with its creditors.
- If the other Party is a company or partnership and has:
 - had a winding-up order made against it,
 - had a provisional liquidator appointed to it,
 - passed a resolution for winding-up (other than in order to amalgamate assets or reconstruct),
 - had an administrator appointed or had an administration application against it or a notice of intention to appoint an administrator by the company (or partnership) or its directors/members or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986),
 - had a receiver, receiver and manager, or administrative receiver appointed over the whole or a substantial part of its undertaking or assets,
 - made an arrangement with its creditors,
 - provided or taken any step in relation to a Scheme of Arrangement under Part 26 or Part 26A of the Companies Act 2006 but excluding a Scheme of Arrangement as a solvent company for the purposes of amalgamation or reconstruction, or
 - applied to the court for, or obtained, a moratorium under Part A1 of the Insolvency Act 1986

(Reason 1)."

Insert new clause 90.8:

"90.8 Failed to comply with its statutory obligations as set out in the Special Conditions (Reason 10)."

Insert new clauses 90.9 and 90.10:

"90.9 The *Client* may terminate the *Consultant's* obligation to Provide the Service if the *Client* terminates another Task Order and/or the Framework Agreement (Reason 11).

- 91.10 The *Client* may terminate the Task Order immediately on giving written notice to the *Consultant* if the *Client* considers that a Critical Failure Event has occurred (Reason 12)."

Insert at the end of clause 91.2: "The *Consultant* promptly and in an orderly manner delivers to the *Client* all Documents on termination. Where the contract is terminated the *Consultant* shall provide all reasonable assistance to assist with the orderly transition of the *services* to a replacement consultant and the provision of information concerning the *services* which the *Client* may request free of charge."

In clause 92.2 after "or 7" insert ", 10, 11 or 12".

Insert new clauses 92.5 and 92.6:

- "92.5 No other payments are made by the *Client* in consequence of the termination.
92.6 On termination of the contract, the *Client* is not liable for any loss of profits, bonuses or incentives."

Delete clause 93.3(1) and replace with:

- "93.3 A Party may refer a dispute under or in connection with the contract to the tribunal at any time."

Delete clause 93.3(8).

Insert new clause 94:

"Joinder

- 94.1 Any Party may at any time ask that additional parties shall be joined in the adjudication. Joinder of additional parties shall be subject to the agreement of the Adjudicator and the existing and additional parties. An additional party shall have the same rights and obligations as the other Parties, unless otherwise agreed by the Adjudicator and the parties. The Adjudicator shall not agree to the joinder of additional parties unless the original parties to the dispute agree an amended timetable for the adjudication which is, in all the circumstances, reasonable."

The Housing Grants, Construction and Regeneration Act 1996

In clause 1.1(3) delete "three weeks" and insert "30 days".

In clause 1.4 delete "seven days" and replace with "five days".

Insert new clauses 1.3A, and 1.4A and 1.4B:

- "1.3A The *Consultant* submits to the *Client* a valid VAT invoice for the notified sum. If the *Consultant's* VAT invoice is submitted later than his application for payment as set out in clause 1.2 then the final date for payment of the notified sum is for all purposes regarded as postponed by the same number of days after the date the *Consultant's* VAT invoice should have been submitted under this clause 1.3A that the *Consultant's* VAT invoice is given.
1.4A Notwithstanding any other term of this clause 1, and notwithstanding any other provision of this contract, if the *Consultant* becomes insolvent (as defined in clause 90.2) after the end of the prescribed period, the *Client* is not required to pay the *Consultant* any further sums.
1.4B If the *Consultant* becomes insolvent (as set out in Reason 1 of clause 90.2) 5 days or less before the final date for payment for an amount due under the contract, the *Client* is not required to pay the *Consultant* the amount due, or any part of the amount due."

Contract Data

The *Consultant's* Contract Data

The *Consultant* is

Name

Address for communications

Address for electronic communications

The *fee percentage* is

The *people rates* are Refer to 'Commercial Proposal_WSP Submission'

category of person	unit	rate
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

If the work is to be carried out on a time charge basis the *Consultant* includes *people rates* for its own people and people provided by a subcontractor

The *key persons* are Refer to 'Q2_WSP Submission'.

Name (1)	<input type="text"/>
Job	<input type="text"/>
Responsibilities	<input type="text"/>
Qualifications	<input type="text"/>
Experience	<input type="text"/>
Name (2)	<input type="text"/>
Job	<input type="text"/>
Responsibilities	<input type="text"/>
Qualifications	<input type="text"/>
Experience	<input type="text"/>

The *Consultant's* Offer and *Client's* Acceptance

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

The offered total of the Prices is

£74,395 plus £760 expenses.

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

Signed on behalf of the *Consultant*

Name

Position

Signature

Date

[Redacted]

Technical Director

[Redacted]

19/08/2024

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

Signed on behalf of the *Client*

Name

Position

Signature

Date

[Redacted]

SCAH Commercial Manager

[Redacted]

15/08/2024

Price List

ITEM NUMBER	DESCRIPTION	UNIT	EXPECTED QUANTITY	RATE	PRICE
Refer to 'Commercial Proposal WSP Submission'					

The total of the Prices

EXPENSES

The method and rules used to compile the Price List are

Refer to 'Commercial Proposal_WSP Submission'

Scope

1 Purpose of the *service*

Refer to 'Mini Competition Enquiry Template (Renewables Feasibility Study)'; 'Specific Scope of work - renewable feasibility study at Weybridge' and 'Framework - General Scope 2022- Professional Services'.

2 Description of the *service*

Refer to 'Q1_WSP Submission'; Refer to 'Q2_WSP Submission'; Refer to 'Q3_WSP Submission'; Refer to 'Q4_WSP Submission'.

Scope

3 Existing information

Refer to 'Mini Competition Enquiry Template (Renewables Feasibility Study)' and 'Appendix 1 Defra group sustainability strategy'

4 Specifications and standards

Refer to 'Specific Scope of work - renewable feasibility study at Weybridge' and 'Framework - General Scope 2022- Professional Services'.

Scope

5 Constraints on how the *Consultant* Provides the Service

Not applicable.

Scope

6 Requirements for the programme

Not applicable.

Scope

7 Information and other things provided by the *Client*

To be advised separately.

ITEM	DATE BY WHICH IT WILL BE PROVIDED