nec®4

Professional Service Contract

Contract Data Forms

June 2017
(with amendments January 2019)

Contract Execution

This agreement is made on

PARTIES:

██

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

The Consultant was appointed to the framework and executed the framework agreement (with reference number RM6165). This agreement is being procured under this framework agreement.

Terms in this agreement have the meanings given to them in the contract between the Environment Agency and WSP UK Limited for the provision of C5371 RACE 2 Product Owner (the *service*).

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

Executed under hand . . . .

by

██

. . . .

. . . .

. . . .

(Named Suppliers)

Contract Execution

Contract Data

PART ONE –

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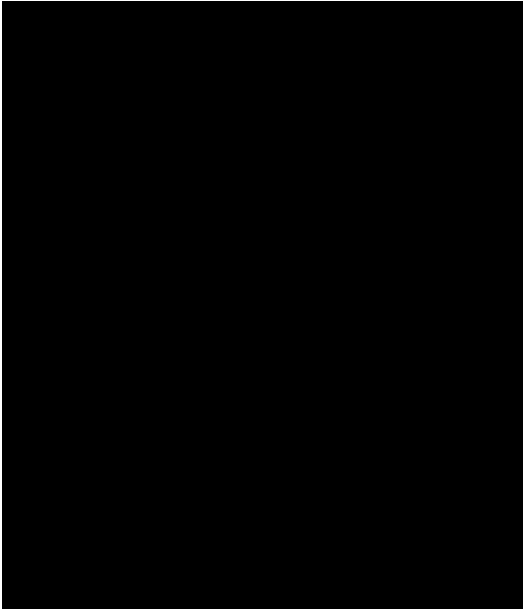
1 General

The *conditions of contract* are the core clauses and the clauses for the following main Option, the Option for resolving and avoiding disputes and secondary Options of the NEC4 Professional Service Contract June 2017 (with amendments January 2019)
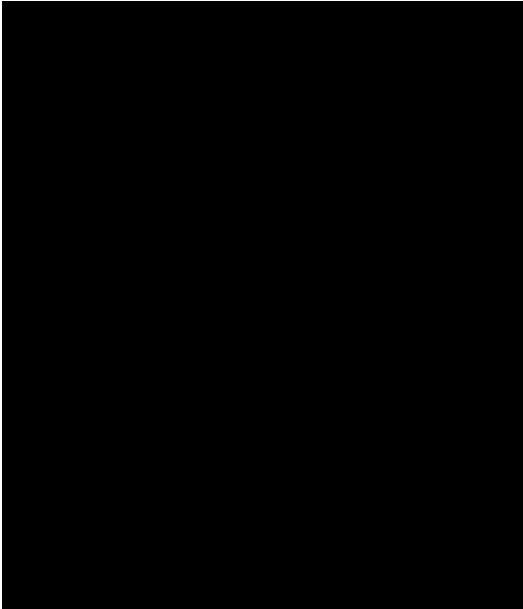
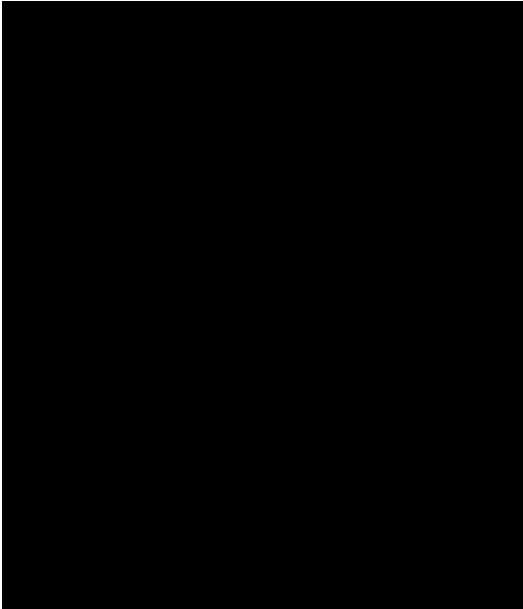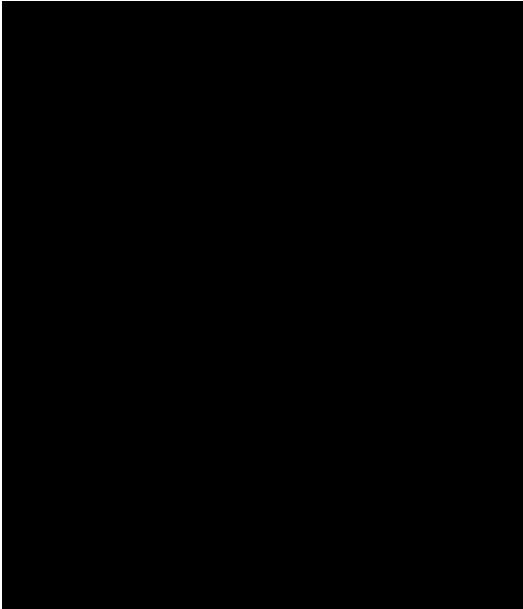|			
Main Option	E	Option for resolving and avoiding disputes	W2

Secondary Options

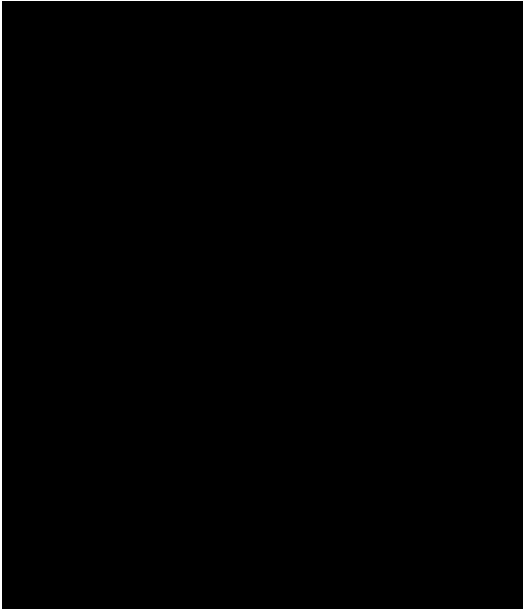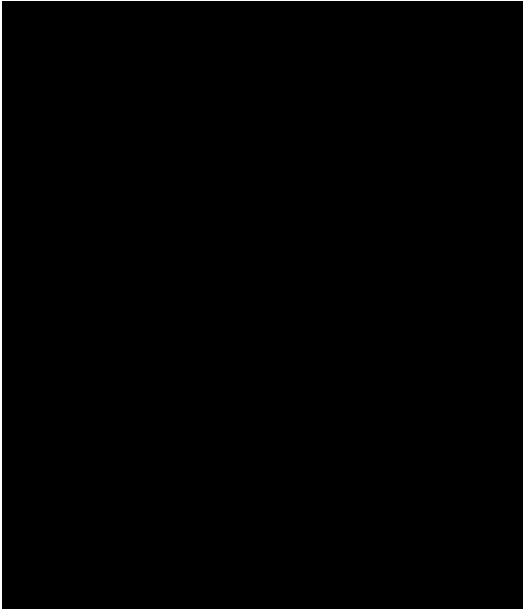The *service* is

The *Client* is

Name

Address for communications

Address for electronic communications

The *Service Manager* is

Name

Address for communications

Address for electronic communications

The Scope is in   'C5371 Scope v1'

The *language of the contract* is | English

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

The *period for reply* is | 2 weeks | except that

- The *period for reply* for | n/a | is | n/a
- The *period for reply* for | n/a | is | n/a

The *period for retention* is | 6 | year(s) following Completion or earlier termination

The following matters will be included in the Early Warning Register

n/a

Early warning meetings are to be held at intervals no longer than | 2 weeks

2 The *Consultant's* main responsibilities

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

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

	condition to be met	*key date*
(1)	n/a	n/a
(2)	n/a	n/a
(3)	n/a	n/a

If Option A is used

The *Consultant* prepares forecasts of the total *expenses* at intervals no longer than | n/a

If Option C or E is used

The *Consultant* prepares forecasts of the total Defined Cost plus Fee and *expenses* at intervals no longer than | 4 weeks

3 Time

The *starting date* is | ▮▮▮▮▮▮▮▮

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

access		access date
(1)	n/a	n/a
(2)	n/a	n/a
(3)	n/a	n/a

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

4 weeks

If the *Client* has decided the *completion date* for the whole of the *service*	The *completion date* for the whole of the *service* is	██████████████
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 is	4 weeks, if not previously provided by the *Consultant*
The period between Completion of the whole of the *service* and the *defects date* is	52 weeks

5 Payment

The *currency of the contract* is the	£ sterling
The *assessment interval* is	Monthly

If the *Client* states any *expenses*

The *expenses* stated by the *Client* are

item	amount
n/a	n/a
n/a	n/a

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

Base	rate of the	Bank of England	bank

If the period in which payments are made is not three weeks and Y(UK)2 is not used	The period within which payments are made is	1 Month
If Option C or E is used and the *Client* states any locations	The locations for which the *Consultant* provides a charge for the cost of support people and office overhead are	All UK offices

| If Option C is used | The *Consultant's share percentages* and the *share ranges* are | | | | | |

	share range				*Consultant's share percentage*	
less than	n/a			%	n/a	%
from	n/a	% to		%	n/a	%
from	n/a	% to		%	n/a	%
greater than	n/a			%	n/a	%

If Option C or E is used	The *exchange rates* are those published in	Financial Times
	on _(starting date)_ (date)	

6 Compensation events

If there are additional	These are additional compensation events
	n/a

8 Liabilities and insurance

If there are additional *Client's* liabilities	These are additional *Client's* liabilities
	(1) n/a
	(2) n/a
	(3) n/a

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

EVENT	MINIMUM AMOUNT OF COVER	PERIOD FOLLOWING COMPLETION OF THE WHOLE OF THE *SERVICE* OR TERMINATION
The *Consultant's* failure to use the skill and care normally used by professionals providing services similar to the *service*	██████ in respect of each claim, without limit to the number of claims	6 years following Completion of the whole works 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 *Consultant*) arising from or in connection with the *Consultant* Providing the Service	Whichever is greater of ████ the amount required by law in respect of each event, without limit to the number of events	12 months
Death of or bodily injury to employees of the *Consultant* arising out of and in the course of their employment in connection with the contract	Whichever is greater of ████ or the amount required by law in respect of each event, without limit to the number of events	For the period required by law

The *Consultant* provides these additional insurances
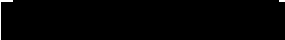
(1) Insurance against	n/a
Minimum amount of cover is	n/a
The deductibles are	n/a

(2) Insurance against	n/a
Minimum amount of cover is	n/a
The deductibles are	n/a
(3) Insurance against	n/a
Minimum amount of cover is	n/a
The deductibles are	n/a

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

Resolving and avoiding disputes

The *tribunal* is | Litigation in the courts

If the *tribunal* is arbitration

The *arbitration procedure* is | 'to be confirmed'

The place where arbitration
is to be held is | 'to be confirmed'

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

The *Senior Representatives* of the *Client* are

Name (1)

Address for communications

Address for electronic communications

Name (2)

Address for communications
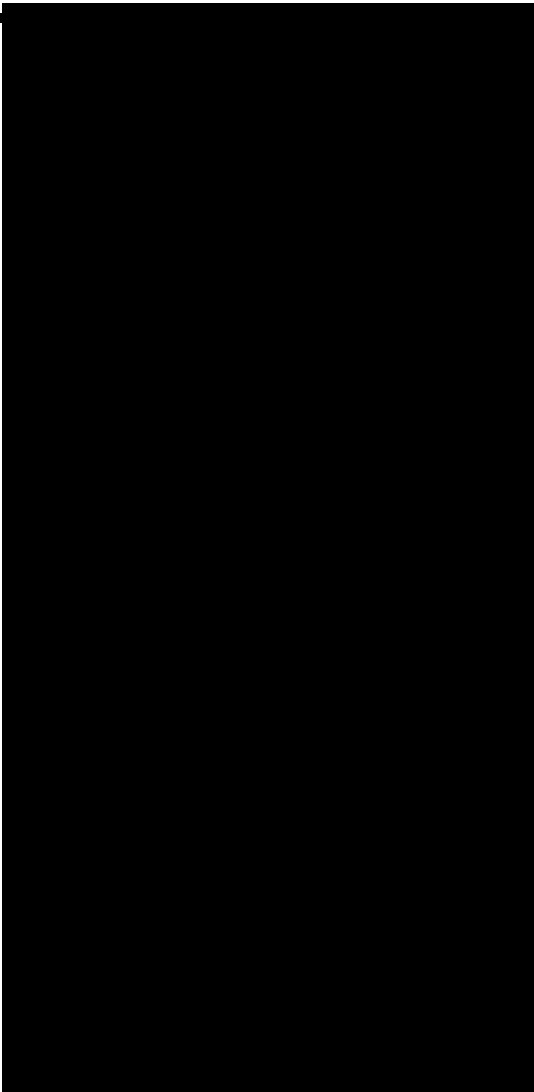
Address for electronic communications

The *Adjudicator* is

Name

Address for communications

Address for electronic communications

The *Adjudicator nominating body* is

X2: Changes in the law

If Option X2 is used	The *law of the project* is	The law of England and Wales, subject to the jurisdiction of the courts of England and Wales

X9: Transfer of Intellectual Property Rights

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 Execution Plan for acceptance is	4 weeks

X11: Termination by the Client

X18: Limitation of liability

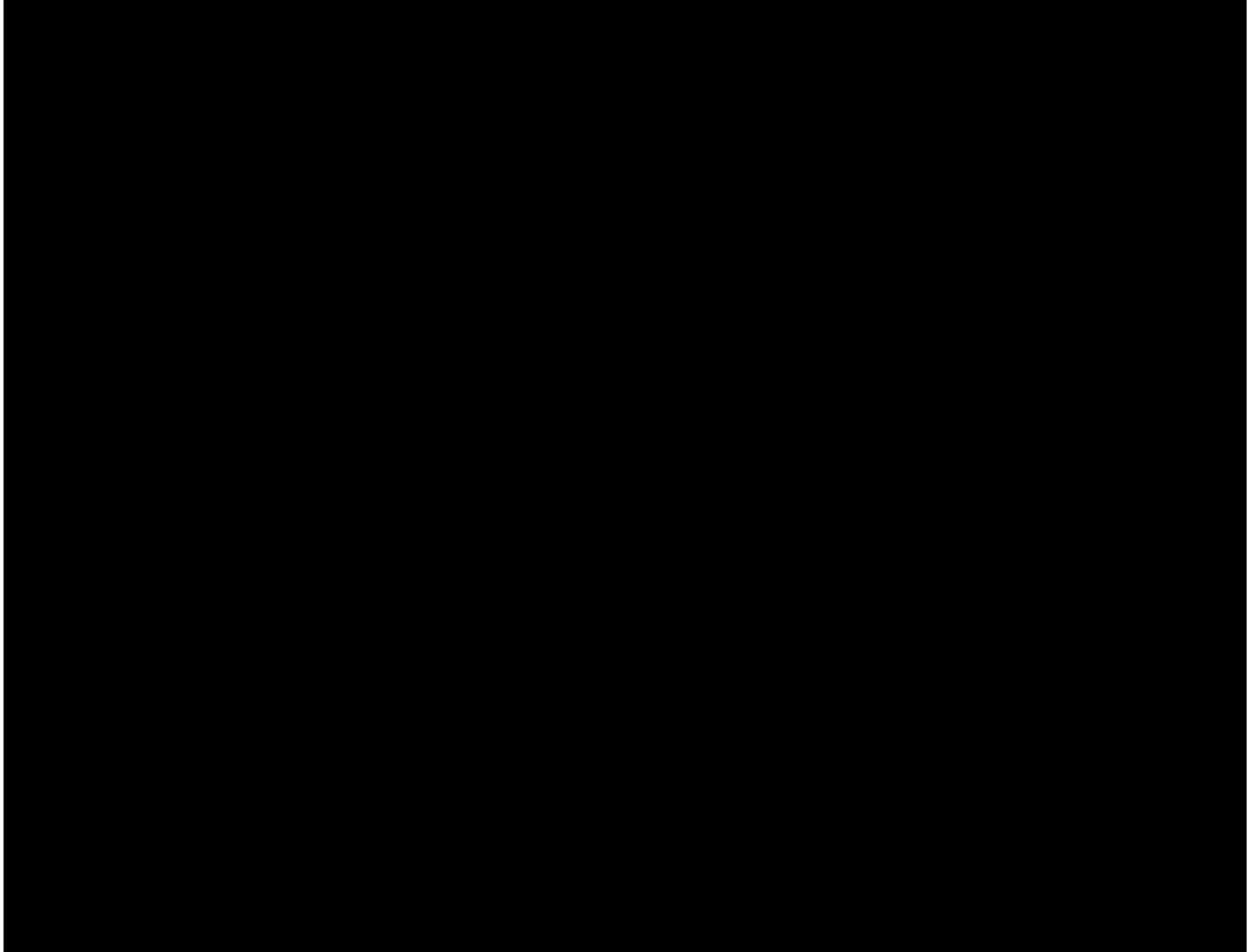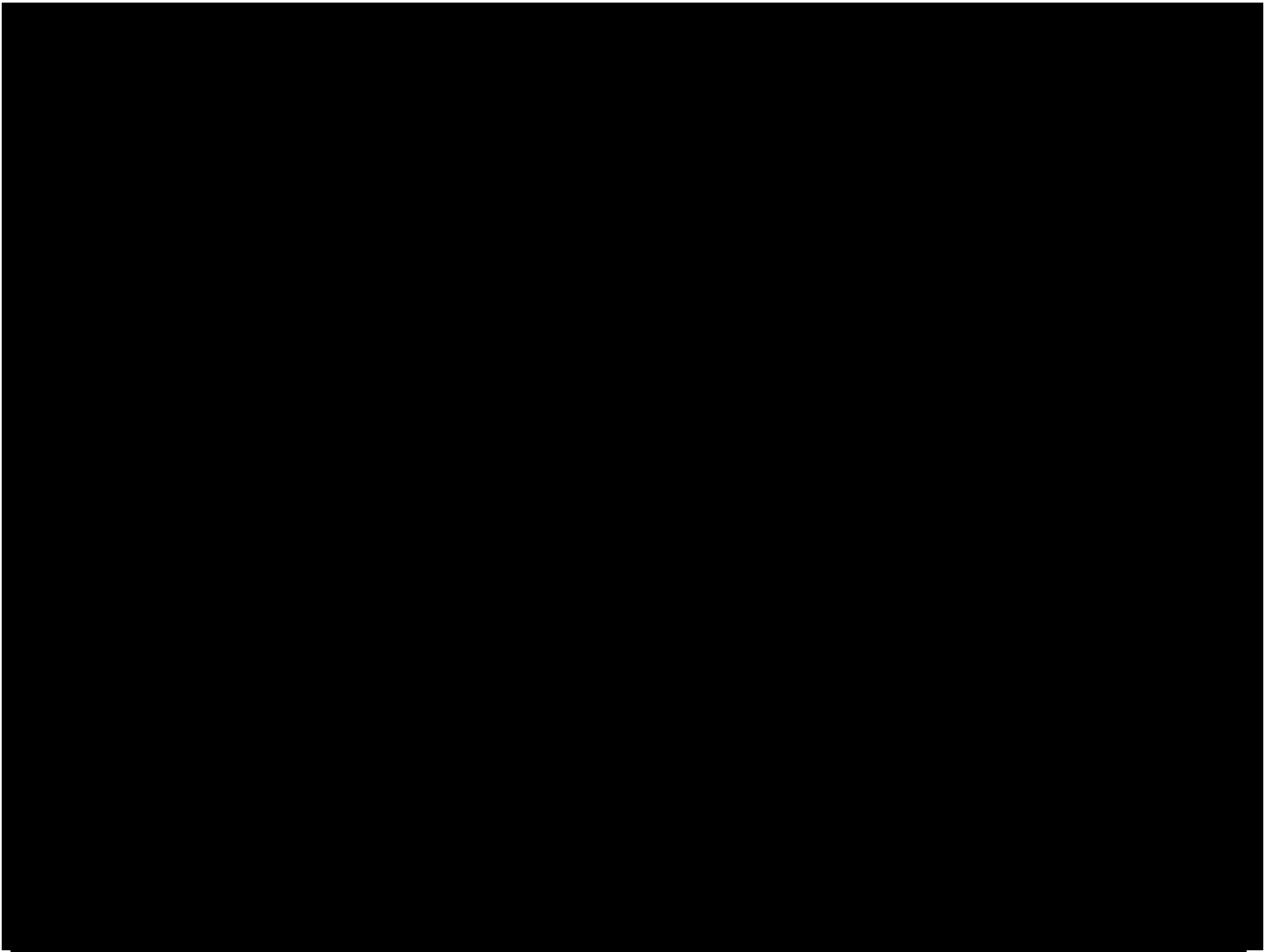| If Option X18 is	The *Consultant's* liability to the *Client* for indirect or consequential loss is limited to	▮▮▮▮▮▮▮▮▮
used		
	The *Consultant's* liability to the *Client* for Defects that are not found until after the *defects date* is limited to	▮▮▮▮▮▮▮▮▮
	The *end of liability date* is	6	years after the Completion of the whole of the *service*

Y(UK)1: Project Bank Account

Charges made and interest paid by the *project bank*	The *Consultant* **is not** to pay any charges made and to be paid any interest paid by the *project bank*.

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

If Option Y(UK)2 is used and the final date for payment is not fourteen days after the date on which payment becomes due	The period for payment is ⌐14⌐ days after the date on which payment becomes due

PART TWO – DATA PROVIDED BY THE CONSULTANT

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

1 General

The *Consultant* is

Name

Address for communications

Address for electronic communications

The *fee percentage* is

The *key persons* are

Name (1)

Job

Responsibilities

Qualifications

Experience

Name (2)

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	C5371 Scope v1

5 Payment

If the *Consultant* states *expenses*

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

item	amount
n/a	n/a

If Option A or C is used   The *activity schedule* is

If Option E is used   The forecast of the prices is

Resolving and avoiding disputes

The *Senior Representatives* of the *Consultant* are

Name (1)

Address for communications

Address for electronic communications

Name (2)

Address for communications

Address for electronic communications

X10: Information modelling

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 | ██████████████ |

Data for the Schedule of Cost Components (used only with Options C or E)

The *overhead percentages* for the cost of support people and office overhead are

location	overhead percentage	
London	3	%
		%
		%