

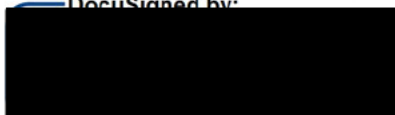


Term Service Contract for Solar Photovoltaic Panels Installation – for the Thames Lockhouses

Between The Environment Agency and Auream Energy Ltd

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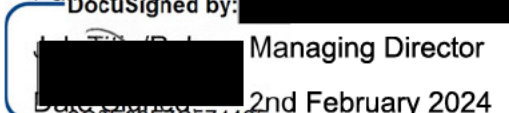


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Full Name:

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Managing Director

2nd February 2024

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Full Name:



Job Title/Role: Category Manager

Date Signed: 07/02/24

Schedule of Options

MAIN OPTIONS

Option A **Priced contract with price list**

RESOLVING AND AVOIDING DISPUTES

Option W2 **Used when the United Kingdom Housing Grants, Construction and Regeneration Act 1996 applies**

SECONDARY OPTIONS

The following secondary Options should then be considered. It is not necessary to use any of them. Any combination other than those stated may be used.

Option X1 **Price adjustment for inflation (used only with Options A and C)**

Option X2 **Changes in the law**

Option X11 **Termination by the *Client* (not used with Option X19)**

Option X17 **Low service damages**

Option X18 **Limitation of liability**

Option X19 **Termination by either Party (not used with Option X11)**

Option X23 **Extensions**

Option X24 **The *accounting periods***

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

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

Option Z *Additional conditions of contract*

Note Options X5–X7, X9, X14–X16 and X22 are not used

Core Clauses

1. GENERAL

Actions	10	
	10.1	The Parties and the <i>Service Manager</i> shall act as stated in this contract.
	10.2	The Parties and the <i>Service Manager</i> act in a spirit of mutual trust and co-operation.
Identified and defined terms	11	
	11.1	In these <i>conditions of contract</i> , terms identified in the Contract Data are in italics and defined terms have capital initials.
	11.2	(1) The Accepted Plan is the plan identified in the Contract Data or is the latest plan accepted by the <i>Service Manager</i> . The latest plan accepted by the <i>Service Manager</i> supersedes previous Accepted Plans.
		(2) Affected Property is property of the <i>Client</i> or Others which is
		- affected by the work of the <i>Contractor</i> or used by the <i>Contractor</i> in Providing the Service and - identified in the Contract Data, unless later changed in accordance with the contract.
		(3) The Contract Date is the date when the contract came into existence.
		(4) A Corrupt Act is
		- the offering, promising, giving, accepting or soliciting of an advantage as an inducement for an action which is illegal, unethical or a breach of trust or - abusing any entrusted power for private gain
		in connection with this contract or any other contract with the <i>Client</i> . This includes any commission paid as an inducement which was not declared to the <i>Client</i> before the Contract Date.
		(5) A Defect is
		- a part of the <i>service</i> which is not in accordance with the Scope or - a part of the <i>service</i> which is not in accordance with the applicable law or the Accepted Plan.
		(6) The Early Warning Register is a register of matters which are
		- listed in the Contract Data for inclusion and - notified by the <i>Service Manager</i> or the <i>Contractor</i> as early warning matters.
		It includes a description of the matter and the way in which the effects of the matter are to be avoided or reduced.
		(7) Equipment is items provided and used by the <i>Contractor</i> to Provide the Service and which the Scope does not require the <i>Contractor</i> to include in the Affected Property.
		(8) The Fee is the amount calculated by applying the <i>fee percentage</i> to the amount of Defined Cost.
		(9) Others are people or organisations who are not the <i>Client</i> , the <i>Service Manager</i> , the <i>Adjudicator</i> , the <i>Contractor</i> or any employee, Subcontractor or supplier of the <i>Contractor</i> .
		(10) The Parties are the <i>Client</i> and the <i>Contractor</i> .

(11) Plant and Materials are items intended to be included in the Affected Property.

(12) The Price List is the *price list* unless later changed in accordance with the contract. The Price List includes a statement of the method and rules used to compile it.

(13) To Provide the Service means to do the work necessary to provide the *service* in accordance with the contract and all incidental work, services and actions which the contract requires.

(14) Scope is information which

- specifies and describes the *service* or
- states any constraints on how the *Contractor* Provides the Service

and is either

- in the documents which the Contract Data states it is in or
- in an instruction given in accordance with the contract.

(15) The Service Areas are the Affected Property and those parts of the *service areas* which are

- necessary for Providing the Service and
- used only to provide services in the contract

unless later changed in accordance with the contract.

(16) The Service Period is the *service period* unless later changed in accordance with the contract.

(17) A Subcontractor is a person or organisation who has a contract with the *Contractor* to provide a service which is necessary to Provide the Service, except for the

- hire of Equipment or
- supply of people paid for by the *Contractor* according to the time they work.

(18) A Task is work included in the *service* which the *Service Manager* instructs the *Contractor* to carry out and for which a Task Order programme is required.

(19) Task Completion is when the *Contractor* has done all the work in the Task and corrected Defects which would have prevented the *Client* or Others from using the Affected Property or Others from doing their work.

(20) Task Completion Date is the date for completion stated in the Task Order unless later changed in accordance with the contract.

(21) A Task Order is the *Service Manager's* instruction to carry out a Task.

Interpretation and the law

12

- 12.1 In the contract, except where the context shows otherwise, words in the singular also mean in the plural and the other way round.
- 12.2 The contract is governed by the *law of the contract*.
- 12.3 No change to the contract, unless provided for by these *conditions of contract*, has effect unless it has been agreed, confirmed in writing and signed by the Parties.
- 12.4 The contract is the entire agreement between the Parties.

Communications

13

- 13.1 Each communication which the contract requires is communicated in a form which can be read, copied and recorded. Writing is in the *language of the contract*.

- 13.2 If the Scope specifies the use of a communication system, a communication has effect when it is communicated through the communication system specified in the Scope. If the Scope does not specify a communication system, a communication has effect when it is received at the last address notified by the recipient for receiving communications or, if none is notified, at the address of the recipient stated in the Contract Data.
- 13.3 If the contract requires the *Service Manager* or the *Contractor* to reply to a communication, unless otherwise stated in these *conditions of contract*, they reply within the *period for reply*.
- 13.4 The *Service Manager* replies to a communication submitted or resubmitted by the *Contractor* for acceptance. If the reply is not acceptance, the *Service Manager* states the reasons in sufficient detail to enable the *Contractor* to correct the matter. The *Contractor* resubmits the communication within the *period for reply* taking account of these reasons. A reason for withholding acceptance is that more information is needed in order to assess the *Contractor's* submission fully.
- 13.5 The *Service Manager* may extend the period for reply to a communication if the *Service Manager* and the *Contractor* agree to the extension before the reply is due. The *Service Manager* informs the *Contractor* of the extension which has been agreed.
- 13.6 The *Service Manager* issues certificates to the *Client* and the *Contractor*.
- 13.7 A notification or certificate which the contract requires is communicated separately from other communications.
- 13.8 The *Service Manager* may withhold acceptance of a submission by the *Contractor*. Withholding acceptance for a reason stated in these *conditions of contract* is not a compensation event.

The Service Manager

- 14
- 14.1 The *Service Manager's* acceptance of a communication from the *Contractor* or acceptance of the work does not change the *Contractor's* responsibility to Provide the Service or liability for its plan or its design.
- 14.2 The *Service Manager*, after notifying the *Contractor*, may delegate any of their actions and may cancel any delegation. The notification contains the name of the delegate and details of the actions being delegated or any cancellation of delegation. A reference to an action of the *Service Manager* in the contract includes an action by their delegate. The *Service Manager* may take an action which they have delegated.
- 14.3 The *Service Manager* may give an instruction to the *Contractor* which changes the Scope, a Task or the Affected Property.
- 14.4 The *Client* may replace the *Service Manager* after notifying the *Contractor* of the name of the replacement.
- 14.5 The *Service Manager* gives an instruction to correct a mistake in the Price List which is
- a departure from the method and rules stated in the Price List and used to compile it or
 - due to an ambiguity or inconsistency.

Early warning

- 15
- 15.1 The *Contractor* and the *Service Manager* give an early warning by notifying the other as soon as either becomes aware of any matter which could
- increase the total of the Prices,
 - interfere with the timing of the *service* or
 - impair the effectiveness of the *service*.
- The *Service Manager* or the *Contractor* may give an early warning by notifying the other of any other matter which could increase the *Contractor's* total cost. The *Service Manager* enters early warning matters in the Early Warning Register. Early warning of a matter for which a compensation event has previously been notified is not required.

- 15.2 The *Service Manager* prepares a first Early Warning Register and issues it to the *Contractor* within one week of the *starting date*. The *Service Manager* instructs the *Contractor* to attend a first early warning meeting within two weeks of the *starting date*. Later early warning meetings are held
- if either the *Service Manager* or *Contractor* instructs the other to attend an early warning meeting, and, in any case,
 - at no longer interval than the interval stated in the Contract Data until the end of the Service Period.
- The *Service Manager* or *Contractor* may instruct other people to attend an early warning meeting if the other agrees.
- A Subcontractor attends an early warning meeting if its attendance would assist in deciding the actions to be taken.
- 15.3 At an early warning meeting, those who attend co-operate in
- making and considering proposals for how the effects of each matter in the Early Warning Register can be avoided or reduced,
 - seeking solutions that will bring advantage to all those who will be affected,
 - deciding on the actions which will be taken and who, in accordance with the contract, will take them,
 - deciding which matters can be removed from the Early Warning Register and
 - reviewing actions recorded in the Early Warning Register and deciding if different actions need to be taken and who, in accordance with the contract, will take them.
- 15.4 The *Service Manager* revises the Early Warning Register to record the decisions made at each early warning meeting and issues the revised Early Warning Register to the *Contractor* within one week of the early warning meeting. If a decision needs a change to the Scope, the *Service Manager* instructs the change at the same time as the revised Early Warning Register is issued.

Contractor's proposals

- 16
- 16.1 The *Contractor* may propose to the *Service Manager* that the Scope provided by the *Client* is changed in order to reduce the amount the *Client* pays to the *Contractor* for Providing the Service. The *Service Manager* consults with the *Client* and the *Contractor* about the change.
- 16.2 Within four weeks of the *Contractor* making the proposal the *Service Manager*
- accepts the *Contractor's* proposal and issues an instruction changing the Scope,
 - informs the *Contractor* that the *Client* is considering the proposal and instructs the *Contractor* to submit a quotation for a proposed instruction to change the Scope or
 - informs the *Contractor* that the proposal is not accepted.
- The *Service Manager* may give any reason for not accepting the proposal.
- 16.3 The *Contractor* may submit a proposal for adding an area to the Service Areas to the *Service Manager* for acceptance. A reason for not accepting is that the proposed area is
- not necessary for Providing the Service or
 - used for services not in the contract.

Requirements for instructions

- 17
- 17.1 The *Service Manager* or the *Contractor* notifies the other as soon as either becomes aware of an ambiguity or inconsistency in or between the documents which are part of the contract. The *Service Manager* states how the ambiguity or inconsistency should be resolved.

- 17.2 The *Service Manager* or the *Contractor* 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 *Service Manager* gives an instruction to change the Scope appropriately.

Corrupt Acts

- 18**
- 18.1 The *Contractor* does not do a Corrupt Act.
- 18.2 The *Contractor* takes action to stop a Corrupt Act of a Subcontractor or supplier of which it is, or should be, aware.
- 18.3 The *Contractor* includes equivalent provisions to these in subcontracts and contracts for the supply of Plant and Materials and Equipment.
-

Task Orders

- 19**
- 19.1 The *Service Manager* may issue a Task Order to the *Contractor*. Before issuing a Task Order, the *Service Manager* instructs the *Contractor* to submit a quotation for the Task. The instruction includes
- a detailed description of the work in the Task,
 - the Task starting date and Task Completion Date and
 - the amount of delay damages for the late completion of the Task.
- The delay damages in a Task Order, if any, are not more than the estimated cost to the *Client* of late completion of the Task.
- 19.2 The *Contractor* submits a quotation for a Task within three weeks of being instructed to do so by the *Service Manager*. The *Contractor* submits details of its assessment with the quotation. The *Service Manager* replies within two weeks of the submission. The reply is
- acceptance of the quotation and the issue of the Task Order,
 - an instruction to submit a revised quotation,
 - that the *Service Manager* will be making the assessment or
 - a notification that the Task will not be instructed.
- 19.3 The *Service Manager* instructs the *Contractor* to submit a revised quotation only after explaining the reasons for doing so to the *Contractor*. The *Contractor* submits the revised quotation within three weeks of being instructed to do so.
- 19.4 The *Service Manager* extends the time allowed for
- the *Contractor* to submit quotations for a Task or
 - the *Service Manager* to reply to a quotation
- if the *Service Manager* and the *Contractor* agree to the extension before the submission or reply is due. The *Service Manager* informs the *Contractor* of the extension which has been agreed.
- 19.5 The *Service Manager* assesses the pricing for the Task if
- the *Contractor* has not submitted a quotation and details of its assessment within the time allowed or
 - the *Service Manager* decides that the *Contractor* has not assessed the Task correctly in a quotation and has not instructed the *Contractor* to submit a revised quotation.
- The *Service Manager* notifies the *Contractor* of the assessment of the pricing for a Task, gives details of the assessment and issues the Task Order within the period allowed for the *Contractor's* submission of its quotation for the same Task. This period starts when the need for the *Service Manager's* assessment becomes apparent.

- 19.6 The assessment of a Task is in the form of a Task price list. Where items of work in the Task price list are covered by rates in the Price List, the items are priced using those rates. The prices for items in the Task price list which are not taken from the Price List are assessed in the same way as a compensation event is assessed.
- 19.7 If Task Completion is later than the Task Completion Date, the *Contractor* pays delay damages at the rate stated in the Task Order for each day from the Task Completion Date until the earlier of
- Task Completion and
 - the date on which the *Service Manager* issues a termination certificate.
- If the Task Order Completion Date is changed to a later date after delay damages have been paid, the *Client* repays the overpayment of damages with interest. Interest is assessed from the date of payment to the date of repayment.
- 19.8 When a Task Order is issued
- the Task price list is inserted in the Price List and
 - the work involved is added to the Scope.
- The issue of a Task Order is not a compensation event.

2. THE CONTRACTOR'S MAIN RESPONSIBILITIES

Providing the Service	20	
	20.1	The <i>Contractor</i> Provides the Service in accordance with the Scope.
	20.2	In Providing the Service, the <i>Contractor</i> minimises the interference caused to the Affected Property and the activities taking place in it.
Design of Equipment	21	
	21.1	The <i>Contractor</i> submits particulars of the design of an item of Equipment to the <i>Service Manager</i> for acceptance if the <i>Service Manager</i> instructs the <i>Contractor</i> to. A reason for not accepting is that the design of the item will not allow the <i>Contractor</i> to Provide the Service in accordance with - the Scope, - the Accepted Plan or - the applicable law.
People	22	
	22.1	The <i>Contractor</i> either provides each <i>key person</i> named to do the job stated in the Contract Data or provides a replacement person who has been accepted by the <i>Service Manager</i>. The <i>Contractor</i> submits the name, relevant qualifications and experience of a proposed replacement person to the <i>Service Manager</i> for acceptance. A reason for not accepting the person is that their relevant qualifications and experience are not as good as those of the person who is to be replaced.
	22.2	The <i>Service Manager</i> may, having stated the reasons, instruct the <i>Contractor</i> to remove a person. The <i>Contractor</i> then arranges that, after one day, the person has no further connection with the work included in the contract.
Working with the Client and Others	23	
	23.1	The <i>Contractor</i> co-operates with Others, including in obtaining and providing information which they need in connection with the <i>service</i> . The <i>Contractor</i> shares the Affected Property with Others as stated in the Scope.
	23.2	The <i>Client</i> and the <i>Contractor</i> provide services and other things as stated in the Scope. Any cost incurred by the <i>Client</i> as a result of the <i>Contractor</i> not providing the services and other things which it is to provide is assessed by the <i>Service Manager</i> and paid by the <i>Contractor</i> .
Subcontracting	24	
	24.1	If the <i>Contractor</i> subcontracts work, it is responsible for Providing the Service as if it had not subcontracted. The contract applies as if a Subcontractor's employees and equipment were the <i>Contractor</i> 's.
	24.2	The <i>Contractor</i> submits the name of each proposed Subcontractor to the <i>Service Manager</i> for acceptance. A reason for not accepting the Subcontractor is that the appointment will not allow the <i>Contractor</i> to Provide the Service. The <i>Contractor</i> does not appoint a proposed Subcontractor until the <i>Service Manager</i> has - accepted the Subcontractor and, to the extent these <i>conditions of contract</i> require, - accepted the subcontract documents.
	24.3	The <i>Contractor</i> submits the proposed subcontract documents, except any pricing information, for each subcontract to the <i>Service Manager</i> for acceptance unless - the proposed subcontract is an NEC contract which has not been amended other than in accordance with the <i>additional conditions of contract</i> or - the <i>Service Manager</i> has agreed that no submission is required.

A reason for not accepting the subcontract documents is that

- they will not allow the *Contractor* to Provide the Service or
- they do not include a statement that the parties to the subcontract act in a spirit of mutual trust and co-operation.

Other responsibilities	25	
	25.1	The <i>Contractor</i> obtains approval from Others where necessary.
	25.2	The <i>Contractor</i> provides access to work being done and to Plant and Materials being stored for the contract for • the <i>Service Manager</i> and • Others as named by the <i>Service Manager</i>.
	25.3	The <i>Contractor</i> obeys an instruction which is in accordance with the contract and is given by the <i>Service Manager</i> .
	25.4	The <i>Contractor</i> acts in accordance with the health and safety requirements stated in the Scope.

Assignment	26	
	26.1	Either Party notifies the other Party if they intend to transfer the benefit of the contract or any rights under it. The <i>Client</i> does not transfer a benefit or any rights if the party receiving the benefit or right does not intend to act in a spirit of mutual trust and co-operation.

Disclosure	27	
	27.1	The Parties do not disclose information obtained in connection with the <i>service</i> except when necessary to carry out their duties under the contract.
	27.2	The <i>Contractor</i> may publicise the <i>service</i> only with the <i>Client's</i> agreement.

3. TIME

Starting and the Service Period	30	
	30.1	The <i>Contractor</i> does not start work until the <i>starting date</i> and Provides the Service throughout the Service Period.
	30.2	The <i>Contractor</i> does not start work included in a Task until the <i>Service Manager</i> has issued the Task Order and does the work so that Task Completion is on or before the Task Completion Date. A Task Order is not issued after the end of the Service Period.
	30.3	If Task Completion of any Task is after the end of the Service Period, the Service Period is extended until the latest Task Completion. During this extended period • the <i>Service Manager</i> does not issue a Task Order, • the <i>Contractor</i> only Provides the Service related to the outstanding Tasks and • the <i>Contractor's</i> liabilities are limited to those resulting from the outstanding Tasks.
The Contractor's plan	31	
	31.1	If a plan is not identified in the Contract Data, the <i>Contractor</i> submits a first plan to the <i>Service Manager</i> for acceptance within the period stated in the Contract Data.
	31.2	The <i>Contractor</i> shows on each plan submitted for acceptance • the <i>starting date</i> and the end of the Service Period, • for each Task – the Task starting date, – planned Task Completion and – the Task Completion Date, • the order and timing of the work of the <i>Client</i> and Others as last agreed with them by the <i>Contractor</i> or, if not so agreed, as stated in the Scope, • provisions for – 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 plan, the <i>Contractor</i> will need – access to the Affected Property as stated in the Scope or required for a Task, – acceptances, – Plant and Materials, equipment and other things to be provided by the <i>Client</i> and – information from Others, • for each operation, a statement of how the <i>Contractor</i> plans to do the work identifying the principal Equipment and other resources which will be used and • other information which the Scope requires the <i>Contractor</i> to show on a plan submitted for acceptance. A plan issued for acceptance is in the form stated in the Scope.

- 31.3 Within two weeks of the *Contractor* submitting a plan for acceptance, the *Service Manager* notifies the *Contractor* of the acceptance of the plan or the reasons for not accepting it. A reason for not accepting a plan is that
- the *Contractor's* plans which it shows are not practicable,
 - it does not show the information which the contract requires,
 - it does not represent the *Contractor's* plans realistically or
 - it does not comply with the Scope.

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

Revising the Contractor's plan	32	
	32.1	The <i>Contractor</i> shows on each revised plan • the actual progress achieved and its effect upon the timing of the remaining work and services, • how the <i>Contractor</i> plans to deal with any delays and to correct notified Defects and • any other changes which the <i>Contractor</i> proposes to make to the Accepted Plan.
	32.2	The <i>Contractor</i> submits a revised plan to the <i>Service Manager</i> for acceptance • within the <i>period for reply</i> after the <i>Service Manager</i> has instructed the <i>Contractor</i> to, • within the <i>period for reply</i> after the <i>Service Manager</i> has instructed a change to the Affected Property, • when the <i>Contractor</i> chooses to and, in any case, • at no longer interval than the interval stated in the Contract Data throughout the Service Period.

Task Order programme	33	
	33.1	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> for acceptance within the period stated in the Contract Data.
	33.2	The <i>Contractor</i> shows on each Task Order programme submitted for acceptance • the Task starting date and the Task Completion Date, • planned Task Completion, • the order and timing of the operations which the <i>Contractor</i> plans to do in order to complete the Task, • 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 Task Order programme, the <i>Contractor</i> will need — access to the Affected Property, — acceptances,

- Plant and Materials, equipment and other things to be provided by the *Client* and
- information from Others,
- for each operation, a statement of how the *Contractor* plans to do the work identifying the principal Equipment and other resources which will be used and
- other information which the Scope requires the *Contractor* to show on a Task Order programme submitted for acceptance.

A Task Order programme issued for acceptance is in the form stated in Scope.

33.3 Within one week of the *Contractor* submitting a Task Order programme for acceptance, the *Service Manager* notifies the *Contractor* of the acceptance of the Task Order programme or the reasons for not accepting it. A reason for not accepting the Task Order programme is that

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

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

Revising the Task Order programme

34
34.1

The *Contractor* shows on each revised Task Order programme

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

34.2

The *Contractor* submits a revised Task Order programme to the *Service Manager* for acceptance

- within the *period for reply* after the *Service Manager* has instructed the *Contractor* to and
- when the *Contractor* chooses to.

The latest Task Order programme accepted by the *Service Manager* supersedes a previously accepted Task Order programme.

Access

35
35.1

The *Client* provides the right of access for the *Contractor* to the Affected Property as shown on the Accepted Plan or the date for access shown on the latest accepted Task Order programme.

Instructions to stop or not to start work

36
36.1

The *Service Manager* may instruct the *Contractor* to stop or not to start any work. The *Service Manager* subsequently gives an instruction to the *Contractor* to

- re-start or start the work or
- remove the work from the Scope.

4. QUALITY MANAGEMENT

Quality management system	40	
	40.1	The <i>Contractor</i> operates a quality management system which complies with the requirements stated in the Scope.
	40.2	Within the period stated in the Contract Data, the <i>Contractor</i> provides the <i>Service Manager</i> with a quality policy statement and a quality plan for acceptance. A reason for not accepting a quality policy statement or quality plan is that it does not allow the <i>Contractor</i> to Provide the Service. If any changes are made to the quality plan, the <i>Contractor</i> provides the <i>Service Manager</i> with the changed quality plan for acceptance.
	40.3	The <i>Service Manager</i> may instruct the <i>Contractor</i> to correct a failure to comply with the quality plan. This instruction is not a compensation event.
Tests and inspections	41	
	41.1	This clause only applies to tests and inspections required by the Scope or the applicable law.
	41.2	The <i>Contractor</i> and the <i>Client</i> provide materials, facilities and samples for tests and inspections as stated in the Scope.
	41.3	The <i>Contractor</i> and the <i>Service Manager</i> informs the other of each of their tests and inspections before the test or inspection starts and afterwards informs the other of the results. The <i>Contractor</i> informs the <i>Service Manager</i> in time for a test or inspection to be arranged and done before doing work which would obstruct the test or inspection. The <i>Service Manager</i> may watch any test done by the <i>Contractor</i> .
	41.4	If a test or inspection shows that any work has a Defect, the <i>Contractor</i> repeats the work or otherwise corrects the Defect, and the test or inspection is repeated.
	41.5	The <i>Service Manager</i> does tests and inspections without causing unnecessary delay to the work or to a payment which is conditional upon a test or inspection being successful. A payment which is conditional upon a <i>Service Manager's</i> test or inspection being successful becomes due at the end of the Service Period if - the <i>Service Manager</i> has not done the test or inspection and - the delay to the test or inspection is not the <i>Contractor's</i> fault.
	41.6	The <i>Service Manager</i> assesses the cost incurred by the <i>Client</i> in repeating a test or inspection after a Defect is found. The <i>Contractor</i> pays the amount assessed.
Testing and inspection before delivery	42	
	42.1	The <i>Contractor</i> does not deliver those Plant and Materials which the Scope states are to be tested or inspected before delivery until the <i>Service Manager</i> has notified the <i>Contractor</i> that they have passed the test or inspection.
Notifying and correcting Defects	43	
	43.1	Until the end of the Service Period the <i>Service Manager</i> and the <i>Contractor</i> notifies the other as soon as they become aware of a Defect.
	43.2	The <i>Contractor</i> corrects a Defect whether or not the <i>Service Manager</i> has notified it.
	43.3	The <i>Contractor</i> corrects a notified Defect within a time which minimises the adverse effect on the <i>Client</i> or Others. If the <i>Contractor</i> does not correct a Defect within the time required by the contract, the <i>Service Manager</i> assesses the cost to the <i>Client</i> of having the Defect corrected by other people and the <i>Contractor</i> pays this amount. The Scope is treated as having been changed to accept the Defect.
	43.4	The <i>Service Manager</i> arranges for the <i>Client</i> to allow the <i>Contractor</i> access if it is needed for correcting a Defect.

Accepting Defects **44**

- 44.1 The *Contractor* and the *Service Manager* may propose to the other that the Scope should be changed so that a Defect does not have to be corrected.
- 44.2 If the *Contractor* and the *Service Manager* are prepared to consider the change, the *Contractor* submits a quotation for reduced Prices or an earlier Task Completion Date or both to the *Service Manager* for acceptance. If the quotation is accepted, the *Service Manager* changes the Scope, the Task, the Prices and the Task Completion Date accordingly and accepts the revised plan or Task Order programme.

5. PAYMENT

Assessing the amount due

- 50
- 50.1 The *Service Manager* assesses the amount due at each assessment date. The first assessment date is decided by the *Service Manager* to suit the procedures of the Parties and is not later than the *assessment interval* after the *starting date*. Later assessment dates occur at the end of each *assessment interval* until
- four weeks after the end of the Service Period or
 - the *Service Manager* issues a termination certificate.
- 50.2 The *Contractor* submits an application for payment to the *Service Manager* before each assessment date setting out the amount the *Contractor* considers is due at the assessment date. The *Contractor's* application for payment includes details of how the amount has been assessed and is in the form stated in the Scope.
- In assessing the amount due, the *Service Manager* considers an application for payment submitted by the *Contractor* before the assessment date.
- 50.3 If the *Contractor* submits an application for payment before the assessment date, the amount due at the assessment date is
- the Price for Service Provided to Date,
 - plus other amounts to be paid to the *Contractor*,
 - less amounts to be paid by or retained from the *Contractor*.
- 50.4 If the *Contractor* does not submit an application for payment before the assessment date, the amount due at the assessment date is the lesser of
- the amount the *Service Manager* assesses as due at the assessment date, assessed as though the *Contractor* had submitted an application before the assessment date, and
 - the amount due at the previous assessment date.
- 50.5 If no plan is identified in the Contract Data, one quarter of the Price for Service Provided to Date is retained in assessments of the amount due until the *Contractor* has submitted a first plan to the *Service Manager* for acceptance showing the information which the contract requires.
- 50.6 The *Service Manager* corrects any incorrectly assessed amount due in a later payment certificate.

Payment

- 51
- 51.1 The *Service Manager* certifies a payment within one week of each assessment date. The *Service Manager's* certificate includes details of how the amount due has been assessed. The first payment is the amount due. Other payments are the change in the amount due since the previous assessment. A payment is made by the *Contractor* to the *Client* if the change reduces the amount due. Other payments are made by the *Client* to the *Contractor*. The Party to which payment is due submits an invoice to the other Party for the amount to be paid within one week of the *Service Manager's* certificate. Payments are in the *currency of the contract* unless otherwise stated in the contract.
- 51.2 Each certified payment is made by the later of
- one week after the paying Party receives an invoice from the other Party and
 - three weeks after the assessment date, or, if a different period is stated in the Contract Data, within the period stated.
- If a certified payment is late, or if a payment is late because the *Service Manager* has not issued a certificate which should be issued, interest is paid on the late payment. Interest is assessed from the date by which the late payment should have been made until the date when the late payment is made, and is included in the first assessment after the late payment is made.

- 51.3 If an amount due is corrected in a later certificate
- in relation to a mistake or a compensation event,
 - because a payment was delayed by an unnecessary delay to a test or inspection done by the *Service Manager* or
 - following a decision of the *Adjudicator* or the *tribunal*,
- interest on the correcting amount is paid. Interest is assessed from the date when the incorrect amount was certified until the date when the changed amount is certified and is included in the assessment which includes the changed amount.
- 51.4 Interest is calculated on a daily basis at the *interest rate* and is compounded annually.
- 51.5 Any tax which the law requires a Party to pay to the other Party is added to any payment made under the contract.

Defined Cost

- 52
- 52.1 All the *Contractor's* costs which are not included in the Defined Cost are treated as included in the Fee. Defined Cost includes only amounts calculated using rates and percentages stated in the Contract Data and other amounts at open market or competitively tendered prices with deductions for all discounts, rebates and taxes which can be recovered.

Final assessment

- 53
- 53.1 The *Service Manager* makes an assessment of the final amount due and certifies a final payment, if any is due, no later than
- thirteen weeks after the end of the Service Period or, if a different period is stated in the Contract Data, within the period stated, or
 - thirteen weeks after the *Service Manager* issues a termination certificate.
- The *Service Manager* gives the *Contractor* details of how the amount due has been assessed. The Party to which payment is due submits an invoice to the other Party for the amount to be paid within one week of the *Service Manager's* certificate. The final payment is made by the later of
- one week after the paying Party receives an invoice from the other Party and
 - three weeks after the assessment date, or, if a different period is stated in the Contract Data, within the period stated.
- 53.2 If the *Service Manager* does not make this assessment within the time allowed, the *Contractor* may issue to the *Client* an assessment of the final amount due, giving details of how the final amount due has been assessed. If the *Client* agrees with this assessment, the Party to which payment is due submits an invoice for the amount agreed for payment within one week of the date of the assessment. The final payment is made by the later of
- one week after the paying Party receives an invoice from the other Party and
 - three weeks after the assessment date, or, if a different period is stated in the Contract Data, within the period stated.
- 53.3 An assessment of the final amount due issued within the time stated in the contract is conclusive evidence of the final amount due under or in connection with the contract unless a Party takes the following actions.
- If the contract includes Option W1, a Party
- refers a dispute about the assessment of the final amount due to the *Senior Representatives* within four weeks of the assessment being issued,
 - refers any issues not agreed by the *Senior Representatives* to the *Adjudicator* within three weeks of the list of the issues not agreed being produced or when it should have been produced and

- refers to the *tribunal* its dissatisfaction with a decision of the *Adjudicator* as to the final assessment of the amount due within four weeks of the decision being made.

If the contract includes Option W2, a Party

- refers a dispute about the assessment of the final amount due to the *Senior Representatives* or to the *Adjudicator* within four weeks of the assessment being issued,
- refers any issues referred to but not agreed by the *Senior Representatives* to the *Adjudicator* within three weeks of the list of issues not agreed being produced or when it should have been produced and
- refers to the *tribunal* its dissatisfaction with a decision of the *Adjudicator* as to the final assessment of the amount due within four weeks of the decision being made.

53.4 The assessment of the final amount due is changed to include

- any agreement the Parties reach and
- a decision of the *Adjudicator* which has not been referred to the *tribunal* within four weeks of that decision.

A changed assessment becomes conclusive evidence of the final amount due under or in connection with the contract.

6. COMPENSATION EVENTS

Compensation events

60
60.1

The following events are compensation events.

(1) The *Service Manager* gives an instruction changing the Scope, a Task or the Affected Property except

- a change made in order to accept a Defect or
- a change to the Scope provided by the *Contractor* for its plan which is made
 - at the *Contractor's* request or
 - in order to comply with the Scope provided by the *Client*.

(2) The *Client* does not provide the right of access to the Affected Property in accordance with the Accepted Plan or the date for access shown on the latest accepted Task Order programme.

(3) The *Client* does not provide something which it is to provide by the date shown on

- the Accepted Plan or
- the latest accepted Task Order programme.

(4) The *Contractor* receives a Task Order after the starting date stated in the Task Order.

(5) The *Service Manager* gives an instruction to stop or not to start any work.

(6) The *Client* or Others do not work in accordance with

- the Accepted Plan,
- the latest accepted Task Order programme or
- the conditions stated in the Scope.

(7) The *Service Manager* does not reply to a communication from the *Contractor* within the period required by the contract.

(8) The *Service Manager* changes a decision which the *Service Manager* had previously communicated to the *Contractor*.

(9) The *Service Manager* withholds an acceptance (other than acceptance of a quotation for not correcting a Defect) for a reason not stated in the contract.

(10) A test or inspection done by the *Service Manager* causes unnecessary delay.

(11) A change to the Affected Property

- by the *Client* or Others or
- as a result of a Task Order.

(12) An event which is a *Client's* liability stated in these *conditions of contract*.

(13) The *Client* does not provide materials, facilities and samples for tests and inspections as stated in the Scope.

(14) The *Service Manager* notifies the *Contractor* of a correction to an assumption which the *Service Manager* stated about a compensation event.

(15) A breach of contract by the *Client* which is not one of the other compensation events in the contract.

(16) The *Service Manager* gives an instruction to correct a mistake in the Price List.

- (17) The *Service Manager* notifies the *Contractor* that a quotation for a proposed instruction is not accepted or that a Task will not be instructed.
- (18) Additional compensation events stated in Contract Data part one.

Notifying compensation events	61	
	61.1	For a compensation event which arises from the <i>Service Manager</i> giving an instruction or notification or changing an earlier decision, the <i>Service Manager</i> notifies the <i>Contractor</i> of the compensation event at the time of that communication.
	61.2	The <i>Service Manager</i> includes in the notification of a compensation event an instruction to the <i>Contractor</i> to submit quotations unless - the event arises from a fault of the <i>Contractor</i> or - the event has no effect upon Defined Cost or a Task Completion.
	61.3	The <i>Contractor</i> notifies the <i>Service Manager</i> of an event which has happened or which is expected to happen as a compensation event if - the <i>Contractor</i> believes that the event is a compensation event and - the <i>Service Manager</i> has not notified the event to the <i>Contractor</i>. If the <i>Contractor</i> does not notify a compensation event within eight weeks of becoming aware that the event has happened, the Prices or a Task Completion Date are not changed unless the event arises from the <i>Service Manager</i> giving an instruction or notification or changing an earlier decision.
	61.4	The <i>Service Manager</i> replies to the <i>Contractor's</i> notification of a compensation event within - one week after the <i>Contractor's</i> notification or - a longer period to which the <i>Contractor</i> has agreed. If the event - arises from a fault of the <i>Contractor</i>, - has not happened and is not expected to happen, - has not been notified within the timescales set out in these <i>conditions of contract</i>, - has no effect upon Defined Cost or a Task Completion or - is not one of the compensation events stated in the contract the <i>Service Manager</i> notifies the <i>Contractor</i> that the Prices and Task Completion Date are not to be changed and states the reasons in the notification. Otherwise, the <i>Service Manager</i> notifies the <i>Contractor</i> that the event is a compensation event and includes in the notification an instruction to the <i>Contractor</i> to submit quotations. If the <i>Service Manager</i> fails to reply to the <i>Contractor's</i> notification of a compensation event within the time allowed, the <i>Contractor</i> may notify the <i>Service Manager</i> of that failure. If that failure continues for a further two weeks after the <i>Contractor's</i> notification it is treated as acceptance by the <i>Service Manager</i> that the event is a compensation event and an instruction to submit quotations.
	61.5	If the <i>Service Manager</i> decides that the <i>Contractor</i> did not give an early warning of the event which an experienced contractor could have given, the <i>Service Manager</i> states this in the instruction to the <i>Contractor</i> to submit quotations.
	61.6	If the effects of a compensation event are too uncertain to be forecast reasonably, the <i>Service Manager</i> states assumptions about the compensation event in the instruction to the <i>Contractor</i> to submit quotations. Assessment of the event is based on these assumptions. If any of them is later found to have been wrong, the <i>Service Manager</i> notifies a correction.
	61.7	A compensation event is not notified by the <i>Service Manager</i> or the <i>Contractor</i> later than eight weeks after the end of the Service Period.

**Quotations for
compensation
events**

- 62**
- 62.1 After discussing with the *Contractor* different ways of dealing with the compensation event which are practicable, the *Service Manager* may instruct the *Contractor* to submit alternative quotations. The *Contractor* submits the required quotations to the *Service Manager* and may submit quotations for other methods of dealing with the compensation event which it considers practicable.
- 62.2 Quotations for a compensation event comprise proposed changes to the Prices and any delay to a Task Completion Date assessed by the *Contractor*. The *Contractor* submits details of the assessment with each quotation. If the plan or a programme for remaining work is altered by the compensation event, the *Contractor* includes the alterations to the Accepted Plan or the Task Order programme in the quotation.
- 62.3 The *Contractor* submits quotations within three weeks of being instructed to do so by the *Service Manager*. The *Service Manager* replies within two weeks of the submission. The reply is
- a notification of acceptance of the quotation,
 - an instruction to submit a revised quotation or
 - that the *Service Manager* will be making the assessment.
- 62.4 The *Service Manager* instructs the *Contractor* to submit a revised quotation only after explaining the reasons for doing so to the *Contractor*. The *Contractor* submits the revised quotation within three weeks of being instructed to do so.
- 62.5 The *Service Manager* extends the time allowed for
- the *Contractor* to submit quotations for a compensation event or
 - the *Service Manager* to reply to a quotation
- if the *Service Manager* and the *Contractor* agree to the extension before the submission or reply is due. The *Service Manager* informs the *Contractor* of the extension which has been agreed.
- 62.6 If the *Service Manager* does not reply to a quotation within the time allowed, the *Contractor* may notify the *Service Manager* of that failure. If the *Contractor* submitted more than one quotation for the compensation event, the notification states which quotation the *Contractor* proposes is to be used. If the failure continues for a further two weeks after the *Contractor's* notification it is treated as acceptance by the *Service Manager* of the quotation.
-

**Assessing
compensation
events**

- 63**
- 63.1 For a compensation event which only affects the quantities of work shown in the Price List, the change to the Prices is assessed by multiplying the changed quantities of work by the appropriate rates in the Price List.
- 63.2 For other compensation events, the change to the Prices is assessed as the effect of the compensation event upon
- the actual Defined Cost of the work done by the dividing date,
 - the forecast Defined Cost of the work not done by the dividing date and
 - the resulting Fee.
- For a compensation event that arises from the *Service Manager* giving an instruction or notification or changing an earlier decision, the dividing date is the date of that communication.
- For other compensation events, the dividing date is the date of the notification of the compensation event.
- 63.3 The *Service Manager* and the *Contractor* may agree rates or lump sums to assess the change to the Prices.
- 63.4 If the effect of a compensation event is to reduce the total Defined Cost, the Prices are not reduced unless otherwise stated in these *conditions of contract*.

- 63.5 If the effect of a compensation event is to reduce the total Defined Cost and the event is
- a change to the Scope other than a change to the Scope provided by the *Client*, which the *Contractor* proposed and the *Service Manager* accepted,
 - a change to a Task,
 - a change in the Affected Property,
 - an instruction to correct a mistake in the Price List or
 - a correction to an assumption stated by the *Service Manager* for assessing an earlier compensation event
- the Prices are reduced.
- 63.6 A delay to a Task Completion Date is assessed as the length of time that, due to the compensation event, planned Task Completion is later than planned Task Completion as shown on the Task Order programme current at the dividing date.
- The assessment takes into account
- any delay caused by the compensation event already in the Task Order programme and
 - events which have happened between the date of the Task Order programme and the dividing date.
- 63.7 The rights of the *Client* and the *Contractor* to changes to the Prices and the Task Completion Dates are their only rights in respect of a compensation event.
- 63.8 If the *Service Manager* has stated in the instruction to submit quotations that the *Contractor* did not give an early warning of the event which an experienced contractor could have given, the compensation event is assessed as if the *Contractor* had given the early warning.
- 63.9 If the assessment of the effect of a compensation event is made using Defined Cost, it includes risk allowances for cost and time for matters which have a significant chance of occurring and are not compensation events.
- 63.10 If the assessment of the effect of a compensation event is made using Defined Cost, it is based upon the assumptions that the *Contractor* reacts competently and promptly to the event and that any Defined Cost and time due to the event are reasonably incurred.
- 63.11 A compensation event which is an instruction to change the Scope in order to resolve an ambiguity or inconsistency is assessed as if the Prices and the Task Completion Dates were for the interpretation most favourable to the Party which did not provide the Scope.

The Service Manager's assessments

64

64.1

The *Service Manager* assesses a compensation event

- if the *Contractor* has not submitted the quotation and details of its assessment within the time allowed,
- if the *Service Manager* decides that the *Contractor* has not assessed the compensation event correctly in the quotation and has not instructed the *Contractor* to submit a revised quotation,
- if, when the *Contractor* submits quotations for the compensation event, it has not submitted a plan or alterations to a plan which the contract requires it to submit,
- if, when the *Contractor* submits quotations for the compensation event, the *Service Manager* has not accepted the *Contractor's* latest plan for one of the reasons stated in the contract or
- if a Task is affected by the event and the *Contractor* has not submitted alterations to a Task Order programme which the contract requires it to submit or the *Service Manager* has not accepted the programme for one of the reasons stated in the contract.

- 64.2 The *Service Manager* assesses the plan for the remaining work and uses it in the assessment of a compensation event if
- there is no Accepted Plan,
 - the *Contractor* has not submitted a plan or alterations to a plan for acceptance as required by the contract or
 - the *Service Manager* has not accepted the *Contractor's* latest plan for one of the reasons stated in the contract.

If a compensation event affects a Task, the *Service Manager* assesses the programme for the remaining work on the Task and uses it in the assessment of the compensation event if

- there is no Task Order programme,
- the *Contractor* has not submitted a Task Order programme or alterations to a Task Order programme for acceptance as required by the contract or
- the *Service Manager* has not accepted the *Contractor's* latest Task Order programme for one of the reasons stated in the contract.

- 64.3 The *Service Manager* notifies the *Contractor* of the assessment of a compensation event and gives details of the assessment within the period allowed for the *Contractor's* submission of its quotation for the same compensation event. This period starts when the need for the *Service Manager's* assessment becomes apparent.

- 64.4 If the *Service Manager* does not assess a compensation event within the time allowed, the *Contractor* may notify the *Service Manager* of that failure. If the *Contractor* submitted more than one quotation for the compensation event, the notification states which quotation the *Contractor* proposes is to be used. If the failure continues for a further two weeks after the *Contractor's* notification it is treated as acceptance by the *Service Manager* of the quotation.

Proposed instructions

- 65
- 65.1 The *Service Manager* may instruct the *Contractor* to submit a quotation for a proposed instruction. The *Service Manager* states in the instruction the date by which the proposed instruction may be given. The *Contractor* does not put a proposed instruction into effect.
- 65.2 The *Contractor* submits quotations for a proposed instruction within three weeks of being instructed to do so by the *Service Manager*. The quotation is assessed as a compensation event. The *Service Manager* replies to the *Contractor's* quotation by the date when the proposed instruction may be given. The reply is
- an instruction to submit a revised quotation including the reasons for doing so,
 - the issue of the instruction together with a notification of the instruction as a compensation event and acceptance of the quotation or
 - a notification that the quotation is not accepted.
- If the *Service Manager* does not reply to the quotation within the time allowed, the quotation is not accepted.
- 65.3 If the quotation is not accepted, the *Service Manager* may issue the instruction, notify the instruction as a compensation event and instruct the *Contractor* to submit a quotation.

Implementing compensation events

- 66
- 66.1 A compensation event is implemented when
- the *Service Manager* notifies acceptance of the *Contractor's* quotation,
 - the *Service Manager* notifies the *Contractor* of an assessment made by the *Service Manager* or
 - a *Contractor's* quotation is treated as having been accepted by the *Service Manager*.
- 66.2 When a compensation event is implemented the Prices and the Task Completion Date are changed accordingly.
- 66.3 The assessment of an implemented compensation event is not revised except as stated in these *conditions of contract*.

7. USE OF EQUIPMENT, PLANT AND MATERIALS

The <i>Client's</i> title to Plant and Materials	70	
	70.1	Whatever title the <i>Contractor</i> has to Plant and Materials passes to the <i>Client</i> if they have been brought within the Service Areas. The title to Plant and Materials passes back to the <i>Contractor</i> if they are removed from the Service Areas with the <i>Service Manager's</i> permission.

The Parties' use of equipment, Plant and Materials	71	
	71.1	The <i>Contractor</i> has the right to use equipment, Plant and Materials and other material provided by the <i>Client</i> only to Provide the Service. The <i>Contractor</i> may make this right available to a Subcontractor.

- | | | |
|--|------|---|
| | 71.2 | At the end of the Service Period the <i>Contractor</i> |
| | | <ul style="list-style-type: none">• returns to the <i>Client</i>, equipment and surplus Plant and Materials provided by the <i>Client</i>,• provides items of Equipment for the <i>Client's</i> use as stated in the Scope and• provides information and other things as stated in the Scope. |
-

8. LIABILITIES AND INSURANCE

Client's liabilities	80	
	80.1	The following are <i>Client's</i> liabilities. • Claims and proceedings from Others and compensation and costs payable to Others which are due to – use or occupation of the Affected Property for the purpose of the <i>service</i> which is the unavoidable result of the <i>service</i> or – negligence, breach of statutory duty or interference with any legal right by the <i>Client</i> or by any person employed by or contracted to it except the <i>Contractor</i>. • A fault of the <i>Client</i> or any person employed by or contracted to it, except the <i>Contractor</i>. • Loss of or damage to equipment and Plant and Materials supplied to the <i>Contractor</i> by the <i>Client</i>, or by Others on the <i>Client's</i> behalf, until the <i>Contractor</i> has received and accepted them. • Loss of or damage to Plant and Materials due to – war, civil war, rebellion, revolution, insurrection, military or usurped power, – strikes, riots and civil commotion not confined to the <i>Contractor's</i> employees or – radioactive contamination. • Loss of or damage to any Equipment, Plant and Materials retained by the <i>Client</i> after a termination, except loss or damage due to the activities of the <i>Contractor</i> in the Affected Property after the termination. • Loss of or damage to the Affected Property and any other property owned or occupied by the <i>Client</i>, unless the loss or damage arises from or in connection with the <i>Contractor</i> Providing the Service. • Loss of or damage to any Plant and Materials after they have been included in the Affected Property. • Additional <i>Client's</i> liabilities stated in the Contract Data.
Contractor's liabilities	81	
	81.1	The following are <i>Contractor's</i> liabilities unless they are stated as being <i>Client's</i> liabilities. • Claims and proceedings from Others and compensation and costs payable to Others which arise from or in connection with the <i>Contractor</i> Providing the Service. • Loss of or damage to any – Plant and Materials before they are included in the Affected Property, – Equipment and – equipment provided by the <i>Client</i> to the <i>Contractor</i>. • Loss of or damage to the Affected Property and other property owned or occupied by the <i>Client</i>, which arises from or in connection with the <i>Contractor</i> Providing the Service. • Death or bodily injury to the employees of the <i>Contractor</i>.
Recovery of costs	82	
	82.1	Any cost which the <i>Client</i> has paid or will pay as a result of an event for which the <i>Contractor</i> is liable is paid by the <i>Contractor</i> .
	82.2	Any cost which the <i>Contractor</i> has paid or will pay to Others as a result of an event for which the <i>Client</i> is liable is paid by the <i>Client</i> .

- 82.3 The right of a Party to recover these costs is reduced if an event for which it was liable contributed to the costs. The reduction is in proportion to the extent that the event for which that Party is liable contributed, taking into account each Party's responsibilities under the contract.

Insurance cover

- 83
- 83.1 The *Client* provides the insurances which the *Client* is to provide as stated in the Contract Data.
- 83.2 The *Contractor* provides the insurances stated in the Insurance Table except any insurances which the *Client* is to provide as stated in the Contract Data. The *Contractor* provides additional insurances as stated in the Contract Data.
- 83.3 The insurances in the Insurance Table are in the joint names of the Parties except the third insurance stated. The insurances provide cover for events which are the *Contractor's* liability from the *starting date* until the end of the Service Period or a termination certificate has been issued.

INSURANCE TABLE	
INSURANCE AGAINST	MINIMUM AMOUNT OF COVER
Loss of or damage to Plant and Materials and Equipment	The replacement cost, including the amount stated in the Contract Data for the replacement of any Plant and Materials provided by the <i>Client</i>
Loss of or damage to property (except Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor</i> Providing the Service	The amount stated in the Contract Data for any one event with cross liability so that the insurance applies to the Parties separately
Death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with the contract	The greater of the amount required by the applicable law and the amount stated in the Contract Data for any one event

Insurance policies

- 84
- 84.1 Before the *starting date* and on each renewal of the insurance policy until the end of the Service Period, the *Contractor* submits to the *Service Manager* for acceptance certificates which state that the insurance required by the contract is in force. The certificates are signed by the *Contractor's* insurer or insurance broker. The *Service Manager* accepts the certificates if the insurance complies with the contract and if the insurer's commercial position is strong enough to carry the insured liabilities.
- 84.2 Insurance policies include a waiver by the insurers of their subrogation rights against the Parties and the directors and other employees of every insured except where there is fraud.
- 84.3 The Parties comply with the terms and conditions of the insurance policies to which they are a party.

If the *Contractor* does not insure

- 85
- 85.1 The *Client* may insure an event or liability which the contract requires the *Contractor* to insure if the *Contractor* does not submit a required certificate. The cost of this insurance to the *Client* is paid by the *Contractor*.

Insurance by the *Client*

- 86
- 86.1 The *Service Manager* submits certificates for insurance provided by the *Client* to the *Contractor* for acceptance before the *starting date* and afterwards as the *Contractor* instructs. The *Contractor* accepts the certificates if the insurance complies with the contract and if the insurer's commercial position is strong enough to carry the insured liabilities.
- 86.2 The *Contractor's* acceptance of an insurance certificate provided by the *Client* does not change the responsibility of the *Client* to provide the insurances stated in the Contract Data.
- 86.3 The *Contractor* may insure an event or liability which the contract requires the *Client* to insure if the *Client* does not submit a required certificate. The cost of this insurance to the *Contractor* is paid by the *Client*.

9. TERMINATION

Termination

90

90.1

If either Party wishes to terminate the *Contractor's* obligation to Provide the Service it notifies the *Service Manager* and the other Party giving details of the reason for terminating. If the reason complies with these *conditions of contract*, the *Service Manager* issues a termination certificate promptly or, if a *notice period* is required by these *conditions of contract*, at the end of the *notice period*.

90.2

A Party may terminate for a reason identified in the Termination Table. The procedures followed and the amounts due on termination are in accordance with the Termination Table.

TERMINATION TABLE			
TERMINATING PARTY	REASON	PROCEDURE	AMOUNT DUE
The <i>Client</i>	R1–R15, R18 or R21 R17 or R20	P1, P2 and P3 P1 and P4	A1 and A3 A1 and A2
The <i>Contractor</i>	R1–R10, R16 or R19 R17 or R20	P1 and P4 P1 and P4	A1, A2 and A4 A1 and A2

90.3

The procedures for termination are implemented immediately after the *Service Manager* has issued a termination certificate.

If the *Client* terminates for one of reasons R1 to R15, R18 or R21 and a certified payment has not been made at the date of the termination certificate, the *Client* need not make the certified payment unless these *conditions of contract* state otherwise.

90.4

After a termination certificate has been issued, the *Contractor* does no further work necessary to Provide the Service.

Reasons for termination

91

91.1

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 an application for bankruptcy (R1),
 - had a bankruptcy order made against it (R2),
 - had a receiver appointed over its assets (R3) or
 - made an arrangement with its creditors (R4).
- If the other Party is a company or partnership and has
 - had a winding-up order made against it (R5),
 - had a provisional liquidator appointed to it (R6),
 - passed a resolution for winding-up (other than in order to amalgamate or reconstruct) (R7),
 - had an administration order made against it or had an administrator appointed over it (R8),
 - had a receiver, receiver and manager, or administrative receiver appointed over the whole or a substantial part of its undertaking or assets (R9) or
 - made an arrangement with its creditors (R10).

- 91.2 The *Client* may terminate if the *Service Manager* has notified that the *Contractor* has not put one of the following defaults right within four weeks of the date when the *Service Manager* notified the *Contractor* of the default.
- Substantially failed to comply with its obligations (R11).
 - Not provided a bond or guarantee which the contract requires (R12).
 - Appointed a Subcontractor for substantial work before the *Service Manager* has accepted the Subcontractor (R13).
- 91.3 The *Client* may terminate if the *Service Manager* has notified that the *Contractor* has not stopped one of the following defaults within four weeks of the date when the *Service Manager* notified the *Contractor* of the default.
- Substantially hindered the *Client* or Others (R14).
 - Substantially broken a health or safety regulation (R15).
- 91.4 The *Contractor* may terminate if the *Client* has not paid an amount due under the contract within thirteen weeks of the date that the *Contractor* should have been paid (R16).
- 91.5 Either Party may terminate if the Parties have been released under the law from further performance of the whole of the contract (R17).
- 91.6 If the *Service Manager* has instructed the *Contractor* to stop or not to start any substantial work or all work and an instruction allowing the work to re-start or start or removing the work from the Scope has not been given within thirteen weeks,
- the *Client* may terminate if the instruction was due to a default by the *Contractor* (R18),
 - the *Contractor* may terminate if the instruction was due to a default by the *Client* (R19) and
 - either Party may terminate if the instruction was due to any other reason (R20).
- 91.7 The *Client* may terminate if the *Contractor* does a Corrupt Act, unless it was done by a Subcontractor or supplier and the *Contractor*
- was not and should not have been aware of the Corrupt Act or
 - informed the *Service Manager* of the Corrupt Act and took action to stop it as soon as the *Contractor* became aware of it (R21).

**Procedures on
termination**

- 92**
- 92.1 On termination, the *Client* may complete the *service* and may use any Plant and Materials provided by the *Contractor*. The *Contractor* provides to the *Client* information and other things which are in its possession at the time of termination which the Scope states are to be provided at the end of the Service Period (P1).
- 92.2 The procedure on termination also includes one or more of the following as set out in the Termination Table.
- P2 The *Client* may instruct the *Contractor* to remove any Equipment, Plant and Materials and assign the benefit of any subcontract or other contract related to performance of the contract to the *Client*.
- P3 The *Client* may use any Equipment to which the *Contractor* has title to complete the *service*. The *Contractor* promptly removes the Equipment when the *Service Manager* informs the *Contractor* that the *Client* no longer requires it to complete the *service*.
- P4 The *Contractor* leaves the Service Areas and removes the Equipment.

**Payment on
termination****93**

93.1

The amount due on termination includes (A1)

- an amount due assessed as for normal payments,
- the Defined Cost for Plant and Materials which have been delivered and retained by the *Client*,
- other Defined Cost reasonably incurred in expectation of completing the whole of the *service* and
- any amounts retained by the *Client*.

93.2

The amount due on termination also includes one or more of the following as set out in the Termination Table.

A2 The forecast Defined Cost of removing Equipment.

A3 A deduction of the forecast of the additional cost to the *Client* of completing the whole of the *service*.A4 The *fee percentage* applied to

- for Options A and C, any excess of the total of the Prices at the Contract Date over the Price for Service Provided to Date or
- for Option E, any excess of the first forecast of the Defined Cost for the *service* over the Price for Service Provided to Date less the Fee.

Main Option Clauses

OPTION A: PRICED CONTRACT WITH PRICE LIST

Identified and defined terms	11 11.2	(22) Defined Cost is the cost of the components in the Short Schedule of Cost Components. (25) The Price for Service Provided to Date is the total of - the Price for each lump sum item in the Price List which the <i>Contractor</i> has completed and - where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the <i>Contractor</i> has completed by the rate. Completed work is work without notified Defects the correction of which will delay the work of the <i>Contractor</i>, the <i>Client</i> or Others. (27) The People Rates are the <i>people rates</i> unless later changed in accordance with the contract. (28) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.
The <i>Contractor's</i> plan	31 31.4	The <i>Contractor</i> provides information which shows how each item description on the Price List relates to the operations on the plan and each Task Order programme submitted for acceptance.
The Price List	55 55.1	Information in the Price List is not Scope. 55.2 If the <i>Contractor</i> changes a planned method of working at its discretion so that the item descriptions on the Price List do not relate to the operations on the Accepted Plan the <i>Contractor</i> submits a revision of the Price List to the <i>Service Manager</i> for acceptance. 55.3 A reason for not accepting a revision of the Price List is that - it does not relate to the operations on the Accepted Plan or a Task Order programme, - any changed Prices are not reasonably distributed between the items in the Price List or - the total of the Prices is changed.
Compensation events	60 60.2	A difference between the final total quantity and the quantity stated for an item in the Price List is a compensation event if - the difference does not result from a change to the Scope, - the difference causes the Defined Cost per unit of quantity to change and - the rate in the Price List for the item multiplied by the final total quantity which the <i>Contractor</i> has completed is more than 0.5% of the total of the Price at the Contract Date. If the Defined Cost per unit of quantity is reduced, the Prices are reduced.

**Assessing
compensation
events****63**

63.12

If the effect of a compensation event is to reduce the total Defined Cost and the event is a change to the Scope provided by the *Client*, which the *Contractor* proposed and the *Service Manager* accepted, the Prices are reduced by an amount calculated by multiplying the assessed effect of the compensation event by the *value engineering percentage*.

63.14

Assessments for changed Prices for compensation events are in the form of changes to the Price List.

63.15

If, when assessing a compensation event the People Rates do not include a rate for a category of person required, the *Service Manager* and *Contractor* 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.

Resolving and Avoiding Disputes

OPTION W2

Used when the United Kingdom Housing Grants, Construction and Regeneration Act 1996 applies.

Resolving disputes W2 W2.1

- (1) If the Parties agree, a dispute arising under or in connection with the contract is referred to the *Senior Representatives*. If the dispute is not resolved by the *Senior Representatives*, it is referred to and decided by the *Adjudicator*. A Party may replace a *Senior Representative* after notifying the other Party of the name of the replacement.
- (2) The Party referring a dispute notifies the *Senior Representatives*, the other Party and the *Service Manager* of the nature of the dispute it wishes to resolve. Each Party submits to the other their statement of case within one week of the notification. Each statement of case is limited to no more than ten sides of A4 paper together with supporting evidence, unless otherwise agreed by the Parties.
- (3) The *Senior Representatives* attend as many meetings and use any procedure they consider necessary to try to resolve the dispute over a period of up to three weeks. At the end of this period the *Senior Representatives* produce a list of the issues agreed and issues not agreed. The *Service Manager* and the *Contractor* put into effect the issues agreed.
- (4) No evidence of the statement of case or discussions is disclosed, used or referred to in any subsequent proceedings before the *Adjudicator* or the *tribunal*.

The Adjudicator W2.2

- (1) A dispute arising under or in connection with the contract is referred to and decided by the *Adjudicator*. A Party may refer a dispute to the *Adjudicator* at any time whether or not the dispute has been referred to the *Senior Representatives*.
- (2) In this Option, time periods stated in days exclude Christmas Day, Good Friday and bank holidays.
- (3) The Parties appoint the *Adjudicator* under the NEC Dispute Resolution Service Contract current at the *starting date*.
- (4) The *Adjudicator* acts impartially and decides the dispute as an independent adjudicator and not as an arbitrator.
- (5) If the *Adjudicator* is not identified in the Contract Data or if the *Adjudicator* resigns or becomes unable to act
 - the Parties may choose an adjudicator jointly or
 - a Party may ask the *Adjudicator nominating body* to choose an adjudicator.
 The *Adjudicator nominating body* chooses an adjudicator within four days of the request. The chosen adjudicator becomes the *Adjudicator*.
- (6) A replacement *Adjudicator* has the power to decide a dispute referred to a predecessor but not decided at the time when the predecessor resigned or became unable to act. The *Adjudicator* deals with an undecided dispute as if it had been referred on the date of appointment as replacement *Adjudicator*.
- (7) A Party does not refer a dispute to the *Adjudicator* that is the same or substantially the same as one that has already been decided by the *Adjudicator*.
- (8) The *Adjudicator*, and the *Adjudicator's* employees and agents are not liable to the Parties for any action or failure to take action in an adjudication unless the action or failure to take action was in bad faith.

The adjudication W2.3

- (1) Before a Party refers a dispute to the *Adjudicator*, it gives a notice of adjudication to the other Party with a brief description of the dispute and the decision which it wishes the *Adjudicator* to make. If the *Adjudicator* is named in the Contract Data, the Party sends a copy of the notice of adjudication to the *Adjudicator* when it is issued. Within three days of the receipt of the notice of adjudication, the *Adjudicator* informs the Parties that the *Adjudicator*

- is able to decide the dispute in accordance with the contract or
- is unable to decide the dispute and has resigned.

If the *Adjudicator* does not so inform within three days of the issue of the notice of adjudication, either Party may act as if the *Adjudicator* has resigned.

(2) Within seven days of a Party giving a notice of adjudication it

- refers the dispute to the *Adjudicator*,
- provides the *Adjudicator* with the information on which it relies, including any supporting documents and
- provides a copy of the information and supporting documents it has provided to the *Adjudicator* to the other Party.

(3) If a matter disputed by the *Contractor* under or in connection with a subcontract is also a matter disputed under or in connection with the contract, the *Contractor* may, with the consent of the Subcontractor, refer the subcontract dispute to the *Adjudicator* at the same time as the main contract referral. The *Adjudicator* then decides the disputes together and references to the Parties for the purposes of the dispute are interpreted as including the Subcontractor.

(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.

(5) If a Party does not comply with any instruction within the time stated by the *Adjudicator*, the *Adjudicator* may continue the adjudication and make a decision based upon the information and evidence received.

(6) A communication between a Party and the *Adjudicator* is communicated to the other Party at the same time.

(7) If the *Adjudicator's* decision includes assessment of additional cost or delay caused to the *Contractor*, the assessment is made in the same way as a compensation event is assessed. If the *Adjudicator's* decision changes an amount notified as due, the date on which payment of the changed amount becomes due is seven days after the date of the decision.

(8) The *Adjudicator* decides the dispute and informs the Parties and the *Service Manager* of the decision and reasons within twenty eight days of the dispute being referred. This period may be extended by up to fourteen days with the consent of the referring Party or by any other period agreed by the Parties.

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.

(9) Unless and until the *Adjudicator* has informed the Parties of the decision, the Parties and the *Service Manager* proceed as if the matter disputed was not disputed.

(10) If the *Adjudicator* does not inform the Parties of the decision within the time provided by the contract, the Parties and the *Adjudicator* may agree to extend the period for making a decision. If they do not agree to an extension, either Party may act as if the *Adjudicator* has resigned.

(11) The *Adjudicator's* decision is binding on the Parties unless and until revised by the *tribunal* and is enforceable as a matter of contractual obligation between the Parties and not as an arbitral award. The *Adjudicator's* decision is final and binding if neither Party has notified the other within the times required by the contract that it is dissatisfied with a matter decided by the *Adjudicator* and intends to refer the matter to the *tribunal*.

(12) The *Adjudicator* may, within five days of giving the decision to the Parties, correct the decision to remove a clerical or typographical error arising by accident or omission.

The *tribunal*

W2.4

(1) A Party does not refer any dispute under or in connection with the contract to the *tribunal* unless it has first been decided by the *Adjudicator* in accordance with the contract.

(2) If, after the *Adjudicator* makes a decision, a Party is dissatisfied, that Party may notify the other Party of the matter which it disputed and state that it intends to refer the disputed matter to the *tribunal*. The dispute may not be referred to the *tribunal* unless this notification is given within four weeks of being informed of the *Adjudicator's* decision.

(3) The *tribunal* settles the dispute referred to it. The *tribunal* has the powers to reconsider any decision of the *Adjudicator* and to review and revise any action or inaction of the *Service Manager* related to the dispute. A Party is not limited in *tribunal* proceedings to the information, evidence or arguments put to the *Adjudicator*.

(4) If the *tribunal* is arbitration, the *arbitration procedure*, the place where the arbitration is to be held and the method of choosing the arbitrator are those stated in the Contract Data.

(5) A Party does not call the *Adjudicator* as a witness in *tribunal* proceedings.

Secondary Option Clauses

OPTION X1: PRICE ADJUSTMENT FOR INFLATION (USED ONLY WITH OPTIONS A AND C)

Defined terms	X1	
	X1.1	(a) The Base Date Index (B) used at the first <i>inflation adjustment date</i> is the latest available before the <i>base date</i>. The Base Date Index (B) used at subsequent <i>inflation adjustment dates</i> is the index at the date of the previous <i>inflation adjustment date</i>. (b) The Latest Index (L) is the latest index available at the <i>inflation adjustment date</i>. (c) The Price Adjustment Factor (PAF) is the total of the products of each of the proportions stated in the Contract Data multiplied by $(L - B)/B$ for the index linked to it.
Price Adjustment Factor	X1.2	If an index is changed after it has been used in calculating a PAF, the calculation is not changed. The PAF calculated at the last assessment date before the end of the Service Period is used for calculating price adjustment after that date.
Price Adjustment for Option A	X1.3	On each <i>inflation adjustment date</i> until the end of the Service Period - the rates and Prices in the Price List and - the rates in the Contract Data for people and Equipment are changed by multiplying the rate or Price by $(1 + \text{PAF})$. In calculating the Price for Service Provided to Date, the changed rates and Prices in the Price List are used for all works and services carried out from the <i>inflation adjustment date</i> until the next <i>inflation adjustment date</i>.
Compensation events	X1.5	Compensation events are assessed using the rates and prices current at their dividing date.

OPTION X2: CHANGES IN THE LAW

Changes in the law	X2	
	X2.1	A change in the law of the country in which the Affected Property is located is a compensation event if it occurs after the Contract Date. If the effect of a compensation event which is a change in the law is to reduce the total Defined Cost, the Prices are reduced.

OPTION X11: TERMINATION BY THE CLIENT (NOT USED WITH OPTION X19)

Termination by the Client	X11	
	X11.1	The Client may terminate the Contractor's obligation to Provide the Service for a reason not identified in the Termination Table by notifying the Service Manager and the Contractor.
	X11.2	If the Client terminates for a reason not identified in the Termination Table the termination procedure followed is P1 and P4 and the amounts due on termination are A1, A2 and A4.

OPTION X17: LOW SERVICE DAMAGES

Low service damages	X17	
	X17.1	If a part of the service does not meet the service level stated in the <i>service level table</i> , the Contractor pays the amount of low service damages stated in the <i>service level table</i> .

OPTION X18: LIMITATION OF LIABILITY

Limitation of liability	X18	
	X18.1	Each of the limits to the <i>Contractor's liability</i> in this clause apply if a limit is stated in the Contract Data.
	X18.2	The <i>Contractor's liability</i> to the <i>Client</i> for the <i>Client's</i> indirect or consequential loss is limited to the amount stated in the Contract Data.
	X18.3	For any one event, the liability of the <i>Contractor</i> to the <i>Client</i> for loss of or damage to the <i>Client's</i> property is limited to the amount stated in the Contract Data.
	X18.4	The <i>Contractor's liability</i> to the <i>Client</i> for Defects due to its design of an item of Equipment is limited to the amount stated in the Contract Data.
	X18.5	The <i>Contractor's</i> total liability to the <i>Client</i> for all matters arising under or in connection with the contract, other than the excluded matters, is limited to the amount stated in the Contract Data and applies in contract, tort or delict and otherwise to the extent allowed under the <i>law of the contract</i>. The excluded matters are amounts payable by the <i>Contractor</i> as stated in the contract for • loss of or damage to the <i>Client's</i> property, • low service damages if Option X17 applies, • delay damages in connection with Task Orders and • <i>Contractor's</i> share if Option C applies.
	X18.6	The <i>Contractor</i> is not liable to the <i>Client</i> for a matter unless it is notified to the <i>Contractor</i> before the <i>end of liability date</i> .

OPTION X23: EXTENDING THE SERVICE PERIOD

Extending the Service Period	X23	
	X23.1	The <i>Client</i> may, with the agreement of the <i>Contractor</i> , extend the Service Period by a <i>period for extension</i> up to the <i>maximum service period</i> . The <i>Client</i> notifies the <i>Contractor</i> and the <i>Service Manager</i> of each agreed period for extension before its <i>notice date</i> . Each <i>period for extension</i> is agreed and applied separately and in the order set out in the Contract Data.
	X23.2	If there are <i>criteria for extension</i> , the Service Period is not extended unless those <i>criteria for extension</i> are met on or before the <i>notice date</i> for the <i>relevant period for extension</i> .

OPTION X24: THE ACCOUNTING PERIODS

Accounting periods	X24	
	X24.1	Within thirteen weeks after the end of each <i>accounting period</i> the <i>Service Manager</i> • makes an assessment of the final amount due for the <i>service</i> provided during the <i>accounting period</i> and • notifies the <i>Contractor</i> of that assessment and provides details of how the assessment has been made.
	X24.2	The <i>Service Manager's</i> assessments at the end of each <i>accounting period</i> are conclusive evidence of the final amount due for the <i>service</i> provided during the <i>accounting period</i> unless a Party take the following actions. If the contract includes Option W1, a Party • refers a dispute about the assessment of the final amount due to the <i>Senior Representatives</i> within four weeks of the assessment being issued,

- refers any issues not agreed by the *Senior Representatives* to the *Adjudicator* within three weeks of the list of the issues not agreed being produced or when it should have been produced and
- refers to the *tribunal* its dissatisfaction with a decision of the *Adjudicator* as to the final assessment of the amount due within four weeks of the decision being made.

If the contract includes Option W2, a Party

- refers a dispute about the assessment of the final amount due to the *Senior Representatives* or to the *Adjudicator* within four weeks of the assessment being issued,
- refers any issues referred to but not agreed by the *Senior Representatives* to the *Adjudicator* within three weeks of the list of issues not agreed being produced or when it should have been produced and
- refers to the *tribunal* its dissatisfaction with a decision of the *Adjudicator* as to the final assessment of the amount due within four weeks of the decision being made.

Option Y

OPTION Y(UK)2: THE HOUSING GRANTS, CONSTRUCTION AND REGENERATION ACT 1996

The Housing Grants, Construction and Regeneration Act 1996

Defined terms	Y2.1	In this Option, time periods stated in days exclude Christmas Day, Good Friday and bank holidays.
Dates for payment	Y2.2	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 <i>conditions of contract</i> 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 <i>conditions of contract</i> and – if the <i>Service Manager</i> makes an assessment after the end of the Service Period, fifteen weeks after the end of the Service Period or, if a different period is stated in the Contract Data, within the period stated, – if the <i>Service Manager</i> does not make an assessment after the end of the Service Period, two weeks after the <i>Contractor</i> issues its assessment or – if the <i>Service Manager</i> 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 <i>Service Manager's</i> 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 <i>Service Manager</i> does not make an assessment at the end of the Service Period, the <i>Contractor's</i> assessment is the notice of payment.
Notice of intention to pay less	Y2.3	If either Party intends to pay less than the notified sum, it notifies the other Party not later than seven days (the prescribed period) before the final date for payment by stating the amount considered to be due and the basis on which that sum is calculated. A Party does not withhold payment of an amount due under the contract unless it has notified its intention to pay less than the notified sum as required by the contract.

- Y2.4 If the *Client* terminates for one of reasons R1 to R15, R18 or R21 and a certified payment has not been made at the date of the termination certificate, the *Client* makes the certified payment unless
- it has notified the *Contractor* in accordance with the contract that it intends to pay less than the notified sum or
 - the termination is for one of reasons R1 to R10 and the reason occurred after the last date on which it could have notified the *Contractor* in accordance with the contract that it intends to pay less than the notified sum.

Suspension of performance

- Y2.5 If the *Contractor* exercises its right under the Housing Grants, Construction and Regeneration Act 1996 as amended by the Local Democracy, Economic Development and Construction Act 2009 to suspend performance, it is a compensation event.

OPTION Y(UK)3: THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

Third party rights Y(UK)3

- Y3.1 A *beneficiary* may enforce the terms of the contract stated in the Contract Data under the Contracts (Rights of Third Parties) Act 1999.
- Y3.2 Other than the Parties or a *beneficiary*, no person can enforce any of the terms of the contract under the Contracts (Rights of Third Parties) Act 1999.
- Y3.3 If a *beneficiary* is identified by class or description and not as a named person or organisation, the *Client* notifies the *Contractor* of the name of the *beneficiary* once it has been identified.

OPTION Z: ADDITIONAL CONDITIONS OF CONTRACT

Additional conditions of contract

- Z1
- Z1.1 The *additional conditions of contract* stated in the Contract Data are part of the contract.

Short Schedule of Cost Components

The schedule is part of these *conditions of contract* only when Option A is used. An amount is included

- only in one cost component and
- only if it is incurred in order to Provide the Service.

People	1	The following components of the cost of • people who are directly employed by the <i>Contractor</i> and whose normal place of working is within the Service Areas, • people who are directly employed by the <i>Contractor</i> and whose normal place of working is not within the Service Areas but who are working in the Service Areas, proportionate to the time they spend working in the Service Areas and • people who are not directly employed by the <i>Contractor</i> but are paid for by it according to the time worked while they are within the Service Areas.
	11	Amounts calculated by multiplying each of the People Rates by the total time appropriate to that rate spent on work in the contract.
Equipment	2	The following components of the cost of Equipment which is used within the Service Areas.
	21	Amounts for Equipment which is in the published list stated in the Contract Data. These amounts are calculated by applying the percentage adjustment for listed Equipment stated in the Contract Data to the rates in the published list and by multiplying the resulting rate by the time for which the Equipment is required.
	22	Amounts for Equipment listed in the Contract Data which is not in the published list stated in the Contract Data. These amounts are the rates stated in the Contract Data multiplied by the time for which the Equipment is required.
	23	The time required is expressed in hours, days, weeks or months consistent with the list of items of Equipment in the Contract Data or with the published list stated in the Contract Data.
	24	Unless the item is in the published list and the rate includes the cost component, payments for • transporting Equipment to and from the Service Areas other than for repair and maintenance, • erecting and dismantling Equipment and • constructing, fabricating or modifying Equipment.
	25	Unless the item is in the published list and the rate includes the cost component, the purchase price of Equipment which is consumed.
	26	Unless included in the rate in the published list, the cost of operatives is included in the cost of people.
Plant and Materials	27	Amounts for Equipment which is neither in the published list stated in the Contract Data nor listed in the Contract Data, at competitively tendered or open market rates, multiplied by the time for which the Equipment is required.
	3	The following components of the cost of Plant and Materials.
	31	Payments for • purchasing Plant and Materials, • delivery to and removal from the Service Areas,

- providing and removing packaging and
- samples and tests.

32 Cost is credited with payments received for disposal of Plant and Materials unless the cost is disallowed.

Subcontractors

4 The following components of the cost of Subcontractors.

41 Payments to Subcontractors for work which is subcontracted.

Charges

5 The following components of the cost of charges paid by the *Contractor*.

51 Payments for provision and use in the Service Areas of

- water,
- gas,
- electricity,
- telephone and
- internet.

52 Payments to public authorities and other properly constituted authorities of charges which they are authorised to make in respect of the *service*.

53 Payments for

- (a) cancellation charges arising from a compensation event
- (b) buying or leasing land or buildings within the Service Areas
- (c) compensation for loss of crops or buildings
- (d) royalties
- (e) inspection certificates
- (f) charges for access to the Service Areas
- (g) facilities for visits to the Service Areas by Others
- (h) consumables and equipment provided by the *Contractor* for the *Service Manager's* offices.

Manufacture and fabrication

6 The following components of the cost of manufacture and fabrication of Plant and Materials which are manufactured or fabricated by the *Contractor* outside the Service Areas.

61 Amounts calculated by multiplying each of the rates for people in the Contract Data by the total time appropriate to that rate spent on manufacture and fabrication of Plant and Materials outside the Service Areas.

Shared Services outside the Service Areas

7 The following component of the cost of people who are providing a *shared service* outside the Service Areas.

71 Amounts calculated by multiplying each of the rates for people in the Contract Data by the total time appropriate to that rate spent on providing a *shared service* outside the Service Areas.

Insurance

8 The following are deducted from cost

- the cost of events for which the contract requires the *Contractor* to insure and
- other costs paid to the *Contractor* by insurers.

Contract Data

PART ONE – DATA PROVIDED BY THE CLIENT

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 Term Service Contract June 2017 (with amendments January 2019)

Main Options Option for resolving and avoiding disputes

Secondary Options

X1 - Price adjustment for inflation
X2 – Changes in law
X11- Termination by the *Client*
X17 – Low Service Damages
X18 – Limitation of Liability
X23 – Extending the service period
X24 – The Accounting Periods
Y(UK)2 - The Housing Grants, Construction and Regeneration Act 1996
Y(UK)3 The Contracts (Rights of Third Parties) Act 1999

The *service* is

Supply and Installation of Solar photovoltaic Panels to Lockhouses

The *Client* is

Name

Address for communications

Nobel House
London

Address for electronic communications

The *Framework Manager* is

Name

Address for communications

Kings Meadow House,
Kings Meadow Road,
Reading
RG1 8DQ

Address for electronic communications

The Affected Property is	Property List in Appendix 3 plus any additional site within the Defra estate to be agreed
The Scope is in	Appendix 1
The <i>language of the contract</i> is	English
The <i>law of the contract</i> is the law of	England
The <i>period for reply</i> is	2 weeks except that

The following matters will be included in the Early Warning Register

Delays to delivery

Where call-outs are being delivered – early warning is required if delivery to the call-out timescale is known to be at risk for a temporary period. If timescales are not met and no Early Warning has been delivered to the Service Manager – this will be counted as an X17 and Low Service Damages will be applied.

Early warning meetings are to be held at intervals no longer than 4 weeks

2 The Contractor’s main responsibilities

If Option C or E is used	The Contractor prepares forecasts of the total Defined Cost for the whole of the service at intervals no longer than	4 weeks
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3 Time

	The starting date is	
	The service period is	4 months (extensions subject to satisfactory performance and budget availability as per X23)
	The period within which the Contractor is to submit a Task Order programme for acceptance is	4 weeks
If no plan is identified in part two of the Contract Data	The period after the Contract Date within which the Contractor is to submit a first plan for acceptance is	2 weeks

4 Quality management

The period after the Contract Date within which the

Contractor is to submit a quality policy statement and quality plan is

2 weeks

5 Payment

The currency of the contract is the

GBP Sterling

The assessment interval is

1 month

The interest rate is

2

 % per annum (not less than 2) above the

2% above

 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 is payments are made is

The Client will make payment within 14 days of the date of a valid invoice.

6 Compensation events

If Option A is used

The value engineering percentage is 50%, unless another percentage is stated here, in which case it is

%

If there are additional compensation events

These are additional compensation events

8 Liabilities and insurance

If there are additional Client's liabilities

These are additional Client's liabilities

(1)

(2)

(3)

The minimum amount of cover for insurance against loss of or damage to property (except Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the Contractor) arising from or in connection with the Contractor Providing the Service for any one event is

£5,000,000

The minimum amount of cover for insurance against death of or bodily injury to employees of the Contractor arising out of and in the course of their employment in connection with the contract for any one event is

£5,000,000

If the *Client* is to provide
Plant and Materials

The insurance against loss of or damage to Plant and Materials and Equipment is to
include cover for Plant and Materials provided by the *Client* for an amount of

Nil

The *Contractor* provides these additional insurances

(1) Insurance against

Client Liability

Minimum amount of cover is

£2,000,000

The deductibles are

The excess up to a maximum of £25,000

(2) Insurance against

Professional Indemnity

Minimum amount of cover is

£1,000,000

The deductibles are

The excess up to a maximum of £25,000

Resolving and avoiding disputes

The *tribunal* is

TBC

If the *tribunal* is arbitration

The *arbitration procedure* is

TBC

The place where arbitration
s to be held is

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

Kings Meadow House,
Kings Meadow Road,
Reading
RG1 8DQ

Address for electronic communications

Name (2)

Address for communications

Kings Meadow House,
Kings Meadow Road,
Reading
RG1 8DQ

Address for electronic communications

X17: Low Service Damages

The service levels required are set out as KPIs in the Scope in Appendix 1.

If the performance of the service does not meet the specified level due to a fault of the Contractor, the Client is able to recover the damages it suffers in consequence through this Option. Such damages are deducted through the usual Service Manager’s certification as assessed damages in the amount stated in the Contract Data. Such deductions of low service damages are made in payment assessment for the period over which the low service is experienced.

X18: Limitation of liability

If Option X18 is used

The Contractor’s liability to the Client for indirect or consequential loss is limited to

For any one event, the Contractor’s liability to the Client for loss of or damage to the Client’s property is limited to

The Contractor’s liability for Defects due to its design of an item of Equipment is limited to

The Contractor’s total liability to the Client for all matters arising under or in connection with the contract, other than excluded matters, is limited to

The end of liability date is

3

years after the end of the Service Period

X23: Extending the Service Period

If Option X23 is used

The maximum service period is

4 months

years after the starting date

The periods for extension are

Order	period for extension (months)	notice date
First		
Second		

If there are criteria for extension

The criteria for extension are

(1)

Satisfactory performance as judged by Service Manager

(2)

Availability of further funding within Environment Agency

X24: The accounting periods

If Option X24 is used and
Option C is not used

The *accounting periods* are

1st April – 31st March each year

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

If Y(UK)2 is used and the
date on which a payment is
due is not fourteen weeks
after the end of the
accounting period or Service
Period

The period is weeks

If 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 days after the date on which payment
becomes due

Z: Additional conditions of contract

If Option Z is used

The *additional conditions of contract* are**Additional Z Clauses**

Clause No.	Clause	
Z1	Z1 Environment Agency as regulatory authority Z1.1 The Environment Agency's role as a regulatory authority and as Client under the contract is separate and distinct. Actions taken in one capacity are deemed not to be taken in the other. Z1.2 Where statutory consents must be obtained from the Environment Agency in its capacity as a regulatory authority, the Contractor is responsible for obtaining these and paying fees. The Client's acceptance of a tender and the Client's instruction or variation of the works does not constitute statutory approval or consent. Z1.3 An action by the Environment Agency as regulatory authority is the action of Other.	
Z2	Z2 CDM Regulations Z2.1 The Contractor performs all the functions and duties of a Designer [and Principal Designer] as defined in the CDM Regulations, to the extent that the CDM Regulations apply to the Contractor's duties under this Contract	
Z3	Z3 Data Protection Z3.1 The requirements of the Data Protection Schedule shall be incorporated into this contract	
Z4	Z4 Liabilities and insurance Z4.1 Civil data protection claims and regulatory fines for breaches of Data Protection Legislation are excluded from any limit of liability stated.	
Z5	Z5 Risks and insurance Z5.1 Replace clause 84.1 with the following Insurance certificates are to be submitted to the <i>Service Manager</i> on an annual basis.	
Z6	Z6 General Data Protection Regulation (GDPR) Requirements The Parties shall comply with the General Data Protection Regulation (GDPR) Requirements as set out in Appendix 1 and in accordance with Appendix 2 (Schedule of Processing, Personal Data and Data Subjects).	

7	Z7 Discrimination 7.1 The Contractor does not discriminate directly or indirectly or by way of victimisation or harassment against any person contrary to the Race Relations Act 1976, the Sex Discrimination Act 1975, the Disability Discrimination Acts 1995 and 2005 or the Equality Act 2010 (the "Discrimination Acts"). 7.2 Where possible in Providing the Service, the Contractor co-operates with and assists the Client to satisfy its duty under the Discrimination Acts to eliminate unlawful discrimination and to promote equality of opportunity between persons of different racial groups and between disabled people and other people. 7.3 Where an employee or Subcontractor employed by the Contractor is required to carry out any activity alongside the Client's employees in any premises, the Contractor ensures that each such employee or Subcontractor complies with the Client's employment policies and codes of practice relating to discrimination and equal opportunities. 7.4 The Contractor notifies the Service Manager in writing as soon as he becomes aware of any investigation or proceedings brought against the Contractor under the Discrimination Acts in connection with this contract and a) provides any information requested by the investigating body, court or tribunal in the timescale allotted; b) attends (and permits a representative from the Client to attend) any associated meetings; c) promptly allows access to any relevant documents and information; and d) co-operates fully and promptly with the investigatory body, court or tribunal. 7.5 The Contractor indemnifies the Client against all costs, charges, expenses (including legal and administrative expenses) and payments made by the Client arising out of or in connection with any investigation or proceedings under the Discrimination Acts resulting from any act or omission of the Contractor. 7.6 The Contractor includes in the conditions of contract for each Subcontractor obligations substantially similar to those set out above.	
Z8	Z8 Disclosure of Information 7.1 A Disclosure Request is a request for information relating to this contract pursuant to the Freedom of Information Act 2000, the Environmental Information Regulations 2004 or otherwise. 7.2 The Contractor acknowledges that the Client may receive Disclosure Requests and that the Client may be obliged (subject to the application of any relevant exemption and, where applicable, the public interest test) to disclose information (including commercially sensitive information) pursuant to a Disclosure Request. Where practicable, the Client consults with the Contractor before doing so in accordance with the relevant Code of Practice. The Contractor uses its best endeavours to respond to any such consultation promptly and within any deadline set by the Service Manager and acknowledges that it is for the Client to determine whether or not such information should be disclosed. 7.3 When requested to do so by the Service Manager, the Contractor promptly provides information in its possession relating to this contract and assists and co-operates with the Service Manager to enable the Client to respond to a Disclosure Request within the time limit set out in the relevant legislation. 7.4 The Contractor promptly passes any Disclosure Request which it receives to the Service Manager. The Contractor does not respond directly to a Disclosure Request unless instructed to do so by the Service Manager.	

29	Z9 Records, audit access and open book data 9.1 The <i>Contractor</i> keeps and maintains for the <i>period for retention</i> full and accurate records and accounts of the operation of this contract including the <i>service</i> provided under it, any subcontracts and the amounts paid by the <i>Client</i>. 9.2 The Contractor • keeps the records and accounts referred to in clause 9.1 in accordance with Law • affords any Auditor access to the records and accounts referred to in clause 9.1 at the <i>Contractor's</i> premises and/or provides records and accounts (including copies of the <i>Contractor's</i> published accounts) or copies of the same, as may be required by any Auditor from time to time during the <i>Contractor</i> Providing the Service and the liability period under the contract, but subject to allowing such access only in respect of one such Audit per year from the Contract Date unless the Parties are engaged in a dispute, in order that the Auditor may carry out an inspection to assess compliance by the <i>Contractor</i> and/or its Subcontractors of any of the <i>Contractor's</i> obligations under this contract including in order to: ○ verify the accuracy of any amounts payable by the <i>Client</i> under this contract (and proposed or actual variations to them in accordance with this contract) ○ verify the costs of the <i>Contractor</i> (including the costs of all Subcontractors and any third party suppliers) in connection with Providing the Service ○ identify or investigate an actual or suspected Prohibited Act, impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the <i>Client</i> has no obligation to inform the <i>Contractor</i> of the purpose or objective of its investigations ○ obtain such information as is necessary to fulfil the <i>Client's</i> obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General ○ enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the <i>Client</i> has used its resources • subject to the <i>Contractor's</i> rights in respect of Contractor's Confidential Information, the <i>Contractor</i> provides the Auditor on demand with all reasonable co-operation and assistance in respect of ○ all reasonable information requested by the <i>Client</i> within the scope of the audit ○ reasonable access to sites controlled by the <i>Contractor</i> and to any <i>Contractor's</i> equipment used to Provide the Service ○ access to the <i>Contractor's</i> personnel. 9.3 The Parties bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause 9, unless the audit reveals a default by the <i>Contractor</i> in which case the <i>Contractor</i> reimburses the <i>Client</i> for the <i>Client's</i> reasonable costs incurred in relation to the audit. 9.4 This clause does not constitute a requirement or agreement for the purposes of section 6(3)(d) of the National Audit Act 1983 for the examination, certification or inspection of the accounts of the <i>Contractor</i> and the carrying out of an examination under Section 6(3)(d) of the National Audit Act 1983 in	
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	relation to the <i>Consultant</i> is not a function exercisable under this contract.	
Z10	Z10 Publicity and Branding 29.1 The <i>Consultant</i> does not • make any press announcements or publicise this contract in any way • use the <i>Client's</i> name or brand in any promotion or marketing or announcement of the contract without approval of the <i>Client</i>. 29.2. The <i>Client</i> is entitled to publicise the contract in accordance with any legal obligation upon the <i>Client</i>, including any examination of the contract by the National Audit Office pursuant to the National Audit Act 1983 or otherwise.	
Z11	X1 is replaced in its entirety as follows; X1: Annually the rates and prices in the Task Schedule shall be increased by the lower of 2 per cent (2%) or the change in the Consumer Price Index (CPI) since the Contract Date. In circumstances where the CPI has increased significantly more than 2 per cent, the Client will consider, but is not obliged to approve, any application by the Contractor for a greater increase in such rates and prices, provided such application is appropriately evidenced, and granting any such additional increase shall be at the sole discretion of the Client. Any such increase agreed over 2% will be temporary and will be shared 50/50 with the client.	

PART TWO – DATA PROVIDED BY THE CONTRACTOR

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

General

The *Contractor* is

Name

Auream Energy Ltd

Address for communications

17 Merton Road
Basingstoke
RG21 5UA

Address for electronic communications

The *service areas* are

The *key persons* are

Name (1)

The following matters will be included in the Early Warning Register

Foreseen delays to service delivery.
Periods of unavailability.

Payment

If Option A, C or E is used

The *price list* is

Appendix 2

Resolving and avoiding disputes

The *Senior Representatives* of the *Contractor* are

Name (1)

Address for communications

17 Merton Road
Basingstoke
RG21 5UA

Address for electronic communications

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

The *people rates* are as tendered and set out in Appendix 2

APPENDIX 1 – The Scope

The Environment Agency wishes to install solar photovoltaic panels at those properties listed to provide the power required to supplement any future or existing heat source pump and provide electricity for the property.

SOLAR REQUIREMENTS

1. The mechanical and electrical/heating engineering contractor shall design and install a new solar PV energy system for each listed lock house. The solar panel system must be designed to maximise the PV output dependent on the constraints of the individual roofs – assessment will include consideration of the installation costs and the potential output.
2. The design and installation engineering contractor shall undertake a site survey, design, provide drawings, install new system, test, and commission. It will be the responsibility of the contractor to ensure that the proposed design is suitable for each roof, particularly in respect of the weight of the panels.
3. Solar photovoltaic (PV) panels are to be added to the south-facing roof of the house, or, where viable, the east or west roof slopes. Drawings and calculations showing the proposed number, placement and output of the panels are to be provided.
 - The panels should be black or dark blue
 - The panels should have a 25-year linear power warranty and 10-year product warranty
 - The array should be the largest system that is viable for the roof design/orientation, and it will be the contractor's responsibility to obtain all the necessary consents
 - The efficiency of the panels should be a minimum of 18%
 - The panels must be specified so if one panel is damaged or shaded, it will not affect the rest of the system. The contractor will be required to confirm the method by which this will be achieved.
 - The panels should not be produced in contravention of modern slavery issues
4. The contractor should also allow for the supply and fitting of a solar immersion power diverter (solar i-boost, Eddi or equivalent alternative) to allow excess electricity generated to be utilised by the hot water cylinder, via the immersion heater.
5. The quotation must also include the supply and fitting of pigeon netting around the outer edges of the array.
6. The contractor is to provide a separate additional quotation for each site to include the supply and installation of a 10kWh battery.
7. The contractor is to ensure the design allows for the future installation of a battery, if the Agency does not proceed with this option in the original installation.
8. The contractor must test, commission and cover the system with insurance

The installing contractor must be a member of a relevant 'Competent Person Scheme' and be able to self-certify the installation in terms of Building Regulation Approval. This will include undertaking the necessary checks, and provide proven calculations, to certify that the existing roof can carry the increased loads of the panels, and in relation to the electrical installation. All the necessary certificates must be provided at the end of the installation.

The installations will be subject to CDM approval therefore the contractor must be able to meet all requirements including a SMSTS qualified site supervisor to oversee the works and any sub-contractors and to comply with the DEFRA SHEW CoP (Safety, Health, Environment & Wellbeing Code of Practice).

The contractor must ensure they are aware of the site access limitations at most sites, including limited width access tracks, some narrow bridges and the need to pass over lock gates to many of the houses. The contractor will be responsible for ensuring that any overhead electrical cables are covered by the relevant energy provider prior to the erection of access scaffolding. The contractor will ensure that appointed scaffolding contractors are NASC Registered

The contractor must be MCS certified (Microgeneration Certification Scheme).

The tenant will want to apply for the smart export guarantee and the contractor is to provide all the necessary documentation and guidance to enable to tenant to do this.

LEGISLATION AND STANDARDS

The project will need to comply with all British and European standards, these should include but not be limited to the following:

- Directive on limitation of emissions of volatile organic compounds
- Health and Safety at Work etc. Act 1974
- The Workplace (Health, Safety and Welfare Regulations) 1992
- The Health and Safety (Safety Signs and Signals) Regulations 1996
- The Lifting Operations and Lifting Equipment Regulations 1998
- The Provision and Use of Work Equipment Regulations 1998
- The Ionising Radiations Regulations 1999 (IRR)
- The Dangerous Substances and Explosive Atmospheres Regulations 2002
- The Control of Substances Hazardous to Health Regulations 2002
- The Control of Noise at Work Regulations 2005
- The Work at Height Regulations 2005
- The Environmental Noise (England) Regulations 2006
- The Construction (Design and Management) Regulations 2015
- The Electricity at Work Regulations 1989
- The Supply of Machinery (Safety) Regulations 2008

GENERAL REQUIREMENTS

The Environment Agency has published its ambition to be a net zero carbon organisation by 2030. As a result, we must improve the sustainability around our assets and their management. In the design of new assets or the refurbishment of existing assets consideration must be made to the carbon emissions generated by a new asset and/or activity related to the design, build, operation and maintenance. The following considerations must be made of the following when designing and installing new assets:

- Have whole life carbon emissions been assessed in order to produce an optimal whole life low carbon design?
- Have the following been considered
- Are more sustainable materials available that will not compromise the whole life carbon footprint
- Are more carbon efficient manufacture methods available, which will reduce the associated carbon emissions (e.g. can the asset be built offsite, Design for Manufacture and Assembly (DfMA methods be used)
- Can renewable energy technologies be used as a power source
- Has a sustainability risk assessment been carried out?
- Is the contractor PAS 2080 verified or have the standard PAS 2080 standards been consulted

Equipment Selection

Equipment and materials selection must have the lowest whole life carbon footprint, suit the purpose and type of duty defined in the specification and must take into account all possible operating conditions including possible exceedance. All equipment supplied under the project specification must be:

- of current manufacture
- supported by the manufacturer for the minimum design life. Note: Obsolete equipment is not permitted
- have demonstrable evidence that the supply chain is free from modern slavery and forced labour

Construction Materials

Equipment and materials must be selected to resist corrosion, wear or seizure as a result of materials and substances that they might reasonably be expected to come into contact with during operational service.

UKCA Mark

Where required by the appropriate regulations, all equipment supplied must be UK Conformity Assessed (UKCA). This compliance requirement replaces the requirement for an EU declaration of conformity (CE) marking and came into force for the UK market on 1st January 2021. Products in stock before 1st January 2021, which were CE marked, are still eligible for sale in the UK market until 31st December 2021. Similar to CE marking, UKCA conformity requires a declaration that the product meets the applicable statutory requirements. The UK government has provided guidance on the use of and requirements for UKCA compliance. The guidance can be found on the UK government website: Using the UKCA marking - GOV.UK (www.gov.uk).

Design Life

The design, workmanship and general finish must be of sound quality in accordance with good engineering practice. Designs must be:

- robust
- rated for the appropriate duty under prevailing operational site conditions
- in accordance with the design life requirements identified elsewhere in the specification (except where varied for a specific application).

The design life must be defined as the expected time to the first complete replacement, given adequate maintenance. Adequate maintenance is defined as:

- inspection, adjustment, cleaning and lubrication of the plant
- replacement of minor parts and consumable spares
- minor repairs

Efficiency and Performance

Equipment must be designed to maximise efficiency and minimise carbon footprint over its lifetime. Production of energy, or its consumption over the operational life of an asset is a major factor in quantifying efficiency of a solution. Consideration must be given to, power sources such as river flow or float operation, as well as service life and any regular maintenance/servicing requirements.

Disposal

Any equipment that is taken out of service must be assessed for condition. If equipment is assessed as not having reached the end of its useful service life, it must be offered to the Estates Department who may wish to retain the equipment for use elsewhere, or for spares. Equipment to be disposed of must be recycled. If recycling is not possible, it must be disposed of in an environmentally friendly manner.

Prevention of Corrosion and Erosion

Provision must be made for the prevention of corrosion and erosion in any part of the equipment supplied. Such provision must include:

- use of suitable materials
- choice of operating speeds
- design of components
- type of protective coatings and finishes must be suitable for the location and situation of the installation and provide a minimum of 3 full coats of paint including a primer, undercoat and topcoat.
- Attention must be paid to prevention of corrosion due to dissimilar metals in contact or in close proximity, or in all environments where there is any possibility of the presence of moisture. This must include all wetted, submerged or unprotected outdoor environments.
- Special precautions must be taken to prevent corrosion due to humidity, rainfall and moisture. All wall-mounted equipment must be fitted with spacers to provide a minimum gap of 5 mm. All holes must be sealed against ingress of water. All items exposed to weather or water must be free of water traps. Where necessary, drain holes must be provided to prevent accumulation of water.

Fixings

All items of equipment must be fixed securely and aligned on a common base plate or frame. If equipment is mounted on anti-vibration mounts or where special arrangements need to be made to ensure water tightness, those cases can be treated as an exception. The base plate or frame must be levelled, aligned and secured before final grouting in. All fixings, fastenings and spacers that may be submerged or in a corrosive environment must be galvanised or stainless steel unless otherwise specified. Sheradised or cadmium plated fasteners must not be used in damp or corrosive environments. Nuts, screws, washers, bolts and anchors must be chosen to be suitable for the position and requirements of the use to which they are put. Anchors for fixing metalwork to concrete must be mild or high tensile steel proprietary fixings; rag or indented bolts are not permitted. Bolt lengths must be sufficient to ensure that nuts are full threaded when tightened in their final position, with one or two threads protruding clear of the nut. One washer must be provided under each bolt head and nut. Bolt clearance holes must be drilled and not flame cut. Self-locking nuts, spring washers, star washers or castle nuts with split pins must be used where nuts and bolts are subject to vibration or are in inaccessible positions.

Cable Installation General

The cables for each circuit must be the type and size specified for that circuit. All cable routes must be approved by the Environment Agency. There must be no deviation from the cable routes shown on drawings unless agreed by the Environment Agency. Where cable is installed overhead, the locations of the cable tray and ladders must be designed to ensure that:

- there is no conflict between them and other equipment, steelwork, piping, ducting, etc.

- they do not cause any hazard to personnel, block access ways or prevent removal of equipment. The Environment Agency must be given the opportunity to examine the installation before backfilling of buried cables.
- The bending radius of a cable must not be less than the manufacturer's recommended minimum.
- Cables must be run in continuous unbroken lengths. Joints are not permitted unless the route length exceeds the maximum manufactured drum length. Unless otherwise specified, single core cables must be provided with an outer protective sheath (for example, PVC); if laid direct in the ground and/or if unsupported over any part of their entire length, they must include non-ferrous armouring.
- Where single core cables are to be used for three-phase circuits, special attention must be given to minimising the likelihood and effects of circulating currents. Insulated glands for cable terminations must be fitted at one end and must be assembled and tested strictly in accordance with the manufacturer's instructions. Each set of single core cables comprising a three-phase circuit must be run close together and under no circumstances must ferrous metal be interposed between the single core cables
- In cable ducts Cables must be installed in rigid ducts of unplasticised PVC complying with BS 4660 and BS EN 13598 or corrugated plastic
- Cable jointing and termination Cable joints and terminations must be carried out in accordance with the cable manufacturer's recommendations, with particular regard to the jointing or termination materials and the procedure proposed. Jointing and termination of power cables must be carried out by trained and competent tradespeople who have passed an approved course of instruction and trained on the operating voltage levels involved.

APPENDIX 2 – The price list



APPENDIX 3 – List of affected properties (The Thames Lockhouses)

Property Reference	Address
09 - Northmoor Lock	
22 - Benson Lock	
24 - Goring	
27 - Caversham Island Lock House	
32 - Shiplake Lock	
36 - Hurley Lock	