



Professional Service Short Contract

Contract Data Forms

June 2017
(with amendments January 2019)

Short Contract

A contract between

and

for

Provision of Multidisciplinary Services – TBC per call off

Contract Forms

Contract Data

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

Price List

Scope

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

Contract Data

The *Client's* Contract Data

The *Client* is

Name

Address for communications

Address for electronic
communications

The *service* is

The *starting date* is

The *completion date* is

The *delay damages* are

0.5%

per day

The *law of the contract* is

England

The *period for reply* is

2

weeks

The *defects date* is

52

weeks after Completion

The *assessment day* is the

1st

of each month

Work is/is not to be carried out on a time charge basis (delete as applicable)

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

The *Adjudicator* is

Name

As elected by RICS

Address for communications

Address for electronic
communications

Contract Data

The *Client's* Contract Data

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

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

The *Client* provides this insurance

N/A

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

The *Consultant* provides the following insurance cover

INSURANCE AGAINST	MINIMUM AMOUNT OF COVER	PERIOD FOLLOWING COMPLETION OR EARLIER TERMINATION
Liability of the <i>Consultant</i> for claims made against it arising out of the <i>Consultant's</i> failure to use the skill and care normally used by professionals providing services similar to the <i>service</i> .	Professional Indemnity £5m	6 Years
Loss of or damage to property and liability for bodily injury to or death of a person (not an employee of the <i>Consultant</i>) arising from or in connection with the <i>Consultant</i> Providing the Service.	Public Liability £10m in respect of each event, without limit to the number of events	6 Years
Liability for death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with the contract	Employers Liability £5m in respect of each event, without limit to the number of events	6 Years

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

£5million

The *Adjudicator* nominating body is

RICS

The *tribunal* is

Litigation

If the *tribunal* is arbitration, the arbitration procedure is

N/A

Contract Data

The *Client's* Contract Data

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

Only enter details here if additional conditions are required.

1.1 Freedom of Information Act and the Environmental Information Regulations

The Consultant shall provide all assistance to enable the Client to comply with any request received under the Freedom of Information Act 2000 and/or the Environmental Information Regulations should either be applicable to the Client.

In no event shall the Consultant or its Sub Consultants respond directly to a Request for Information unless expressly authorised to do so by the Client.

1.2 Termination

The Client, shall at any time have the right for convenience to terminate the Contract or reduce the quantity of Supplies or Services to be provided by the Consultant in each case by giving to the Consultant one month written notice. During the period of notice Client may direct the Consultant to perform all or any of the work under the Contract. Where Client has invoked either of these rights, the Consultant may claim reasonable costs necessarily and properly incurred by him as a result of the termination or reduction, excluding loss of profit, provided that the claim shall not exceed the total cost of the Contract.

1.3 Taxation obligations of the Consultant

The relationship between Client and Consultant shall be that of "independent Consultant" which means that Consultant is not a Client employee, worker, agent or partner, and Consultant shall not give the impression that they are.

As this is not an employment Contract, Consultant shall be fully responsible for all their own tax, including any national insurance contributions arising from carrying out the Services.

- (1) Consultant in respect of consideration received under this Contract, Consultant shall at all times comply with the Income Tax (Earnings and Pensions) Act 2003 (ITEPA) and all other statutes and regulations relating to income tax in respect of that consideration.
- (2) Where Consultant is liable to National Insurance Contributions (NICs) in respect of consideration received under this Contract, it shall at all times comply with the Social Security Contributions and Benefits Act 1992 (SSCBA) and all other statutes and regulations relating to NICs in respect of that consideration.
- (3) Client may, at any time during the term, completion extension or post termination of this Contract, request Consultant to provide information which demonstrates how Consultant complies with its obligations under tax and National insurance Clauses (1) and (2) above or why those Clauses do not apply to it.

A request under (3) above may specify the information which Consultant shall provide and the period within which that information must be provided.

In the case of a request mentioned in (3) above, the provision of inadequate information or a failure to provide the information within the requested period, during any term or extension, may result in Client terminating the Contract.

Any obligation by Consultant to comply with (1), (2) and (3) shall survive any term, extension, completion or termination and Consultant obligations to Indemnify the Client shall survive without limitation until such time as any of these obligations are complied with.

Client may supply any information, including which it receives under (2) to the Commissioners of Her Majesty's Revenue and Customs for the purpose of the collection and management of revenue for which they are responsible.

If Client has to pay any such obligations owed by Consultant under Clauses (1) and (2) then Consultant shall pay back to Client in full, any money that Client has to pay, and Consultant shall also pay back Client for any fine or compensate Client for any other punishment imposed on Client because the tax or national insurance due was not paid by the Consultant.

1.4 Assignment and Subcontracting

The Client may at any time assign, transfer, charge, subcontract or deal in any other manner with any or all of their rights or obligations under the Contract. The Client may assign the benefit of and its rights under this contract on up to two occasions only. Any assignment by the Client is subject to the written consent of the Consultant (not to be unreasonably withheld or delayed).

The Consultant may not assign, transfer, charge, subcontract or deal in any other manner with any or all of its rights or obligations under the Contract, without prior written consent from the Client, acting as an agent on behalf of the Client.

1.5 Modern Slavery Act 2015

The Consultant agrees that during any term or extension it shall complete and return a report as advised below, covering the following, but not limited to areas as relevant and proportionate to the Contract evidencing the actions taken, relevant to the Consultant and your supply chain associated with this Contract.

- Impact assessments undertaken
- Steps taken to address risk/actual instances of modern slavery and how actions have been prioritised
- Evidence of stakeholder engagement
- Evidence of ongoing awareness training
- Business-level grievance mechanisms in place to address modern slavery
- Actions taken to embed respect for human rights and zero tolerance of modern slavery throughout the organisation

The Client reserves the right to audit any and all reports submitted by the Consultant to an extent as deemed necessary and the Consultant shall unreservedly assist the Client in doing so.

Note: The Client also reserves the right to amend or increase these frequencies, as it deems necessary to secure assurance in order to comply with the MSA. The Client requires such interim assurances to ensure that the Consultant is compliant and is monitoring its supply chain, so as to meet the requirements of the above Act.

The Consultant agrees that any financial burden associated with the completion and submission of this report and associated assistance at any time, shall be at the Consultants cost to do so and will not be reimbursable.

1.6 Privacy Statement

The Consultant accepts that the Client's site is monitored by CCTV cameras at all times and this recorded electronic data is retained by the Client for a period of 30 days for the purpose of site surveillance, security and monitoring. For the duration of the Contract, the Consultant consents to onsite CCTV images being recorded and stored for 30 days before the data is deleted/overwritten. For the avoidance of doubt, the Consultant's employees' rights as Data Subjects under the General Data Protection Regulations (GDPR) are preserved.

1.7 Contracts (Rights of Third Parties) Act 1999

The Client and the Consultant do not intend that any of the terms of this contract are enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a Party.

1.8 Additional Services as a Result of a Compensation Event

If the *Client* instructs the *Consultant* to provide additional services as a result of a compensation event or potential compensation event before the compensation event or potential compensation event is implemented, the *Client* pays the *Consultant* on a time charge basis unless the *Client* and *Consultant* agree otherwise.

1.9 Overarching Framework

The Services are provided in accordance with ...

- If applicable

1.10 Collateral Warranties

The *Client* will require collateral warranties with any appointed subconsultant or subcontractor that is carrying out design work that holds any liability. Please see separate collateral warranty document for completion

Upon request, the *Consultant* shall, within 28 days of receiving such request, obtain a Collateral Warranty from any Sub consultant in respect of the subcontract work to be prepared by such Sub consultant in the form given in the Scope with such amendments as the *Employer* may reasonably require and in favour of the *Employer* and each of any affected third parties nominated by the *Employer* (including, without limitation, any person providing finance and/or funding to the *Employer*). In the event that the *Consultant* is unable to secure a Collateral Warranty from any proposed Sub consultant, waiver of the Collateral Warranty requirement shall only be granted with the consent of the *Employer*. Neither the provision of a Collateral Warranty nor any waiver of the Collateral Warranty requirement shall relieve the *Consultant* of his obligations

1.12 Project Stages

If the Employer (at its option and discretion) wishes to appoint the *Consultant* beyond the Services for subsequent / future stages of the Project the *Consultant* undertakes that it shall as a minimum accept the terms and conditions and form of collateral warranty included within this contract subject to any adjustments or amendments reasonably agreed between the *Employer* and the *Consultant*.

1.13 The Construction (Design and Management) Regulations (CDM) 2015

TBC upon appointment

Contract Data

The *Consultant's* Contract Data

The *Consultant* is

Name

Address for communications

Address for electronic
communications

The *fee percentage* is

 %

The *people rates* are

category of person

unit

rate

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

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

The *key persons* are

Name (1)

Job

Responsibilities

Qualifications

Experience

Name (2)

Job

Responsibilities

Qualifications

Experience

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

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

The offered total of the Prices is

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

Signed on behalf of the *Consultant*

Name

Position

Signature

Date

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

Signed on behalf of the *Client*

Name

Position

Signature

Date

Price List

Entries in the first four columns are made either by the *Client* or the tenderer

For each row:

- If the *Consultant* is to be paid an amount for the item which is not adjusted if the quantity of work in the item changes, the tenderer enters the amount in the Price column only.
- If the *Consultant* is to be paid an amount for the item of work and which is the rate for the work multiplied by the quantity completed, the tenderer enters the rate which is then multiplied by the expected quantity to produce the Price, which is also entered.
- If the work is to be paid on a time charge basis, only expenses should be included.

Costs incurred by the *Consultant* other than the listed expenses are included in the Rates and Prices and the People Rates. If expenses are paid at cost, then 'at cost' should be entered into the Rate column.

Delete or strike through unused rows.

ITEM NUMBER	DESCRIPTION	UNIT	EXPECTED QUANTITY	RATE	PRICE

The total of the Prices

EXPENSES

The method and rules used to compile the Price List are

Scope

The Scope should be a complete and precise statement of the *Client's* requirements. If it is incomplete or imprecise, there is a risk that the *Consultant* will interpret it differently from the *Client's* intention. Information provided by the *Consultant* should be listed in the Scope only if the *Client* is satisfied that it is required, is part of a complete statement of the *Client's* requirements and is consistent with other parts of the Scope.

1 Purpose of the service

Provide a brief summary of why the *service* is being commissioned and what it will be used for.

2 Description of the service

Give a complete and precise description of what the *Consultant* is required to do.

Scope

3 Existing information

List existing information which is relevant to the *service*. This can include documents which the *Consultant* is to further develop.

4 Specifications and standards

List the specifications and standards that apply to the contract.

Scope

5 Constraints on how the *Consultant* Provides the Service

State any constraints on sequence and timing of work and on method and conduct of work including the requirements for any work by the *Client*.

SAMPLE

Scope

6 Requirements for the programme

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

SAMPLE

Scope

7 Information and other things provided by the *Client*

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

ITEM	DATE BY WHICH IT WILL BE PROVIDED