



# Term Service Contract

OPTION A: PRICED CONTRACT WITH ACTIVITY SCHEDULE

## Contract Data Forms

June 2017

(with amendments January 2023)

## Contract Execution

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

Terms in this agreement have the meanings given to them in the contract between the Environment Agency and **Glendale Countryside Ltd** for **Asset OMR Lot 3 Vegetation Management (Routine Maintenance)** in Devon, Cornwall and Isles of Scilly. (the *works*).

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

The *Contractor* was appointed to Asset Operation, Maintenance, Response framework and executed the framework agreement.

**Executed under hand** . . . . .

**by**

**Environment Agency (*Client*)**

Name: [REDACTED] (*Client*)

Position: . . . Operations Manager . . (*Client*)

Signature: [REDACTED] . . (*Client*)

Date: . . . . .02/07/2024. . . . . (*Client*)

**Stonbury Ltd (*Contractor*)**

Name: [REDACTED] (*Contractor*)

Position: General Manager (*Contractor*)

Signature: [REDACTED] . (*Contractor*)

Date: . . . . .04/07/24. . . . . (*Client*)

# 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 2023)

Main Options

A

Option for resolving and avoiding disputes

W2

Secondary Options

X2 – Changes in law  
X11 - Termination by the *Client*  
X18 – Limitation of Liability  
X23 – Extending the Service Period  
X24 – The Accounting Periods  
  
Y(UK)1 Project Bank Account  
Y(UK)2 - The Housing Grants, Construction and Regeneration Act 1996  
Y(UK)3 The Contracts (Rights of Third Parties) Act 1999  
  
Z Additional Client Clauses

The *service* is

Vegetation Management (Routine Maintenance) in Devon, Cornwall and the Isles of Scilly as defined in the Scope - NEC4 Term Service Contract: Scope for AOMR Lot 3 Vegetation Management (Routine Maintenance)

The *Client* is

Name

Environment Agency

Address for communications

Horizon House  
Deanery Road  
Bristol  
BS1 5AH

Address for electronic communication

The *Service Manager* is

Name

Address for communications

DEFRA - ENVIRONMENT AGENCY  
SOUTH WEST  
MANLEY HOUSE  
KESTREL WAY  
[EXETER](#)  
EX2 7LQ

Address for electronic communication

The Affected Property is

The *Client's* assets and other sites in the Devon, Cornwall and Isles of Scilly area, as detailed within the Scope.

The Scope is in

the document - **NEC4 Term Service Contract: Scope for AOMR Lot 3 Vegetation Management (Routine Maintenance)**  
Dated: 21/05/2024  
Version Number: 001

The *shared services* which may be carried out outside the Service Areas are

The *language of the contract* is

English

The *law of the contract* is the law of

the law of England and Wales, subject to the jurisdiction of the courts of England and Wales

The *period for reply* is

2 weeks

except that

The following matters will be included in the Early Warning Register

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

### 3 Time

	The <i>starting date</i> is	01/04/2024
	The <i>service period</i> is	6 months
	The <i>Contractor</i> submits revised plans at intervals no longer than	4 weeks
	The period within which the <i>Contractor</i> 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 <i>Contractor</i> is to submit a first plan for acceptance is	2 weeks

### 4 Quality management

The period after the Contract Date within which the <i>Contractor</i> is to submit a quality policy statement and quality plan is	2 weeks
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### 5 Payment

	The <i>currency of the contract</i> is the	GBP Sterling
	The <i>assessment interval</i> is	1 month
	The <i>interest rate</i> is	2 (two) % per annum (not less than 2) above the
	base	rate of the Bank of England bank
If the period in which payments are made is not three weeks and Y(UK)2 is not used	The period within which is payments are made is	The <i>Client</i> will make payment within 14 days of the date of the invoice.

### 6 Compensation events

If Option A is used	The <i>value engineering percentage</i> is 50%, unless another percentage is stated here, in which case it is	%
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If there are additional compensation events  
These are additional compensation events

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## 8 Liabilities and insurance

If there are additional *Client's* liabilities These are additional *Client's* liabilities

- (1) 

Not used
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- (2) 

Not used
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- (3) 

Not used
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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
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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 of the minimum amount required by law if that is greater
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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
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The *Contractor* provides these additional insurances

- (1) Insurance against 

Contractors All Risk Insurance
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- Minimum amount of cover is 

120% of the value of this contract
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- The deductibles are 

The excess up to a maximum of £25,000
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- (2) Insurance against 

Professional Indemnity
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- Minimum amount of cover is 

£2,000,000
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- The deductibles are 

The excess up to a maximum of £25,000
---------------------------------------
- (3) Insurance against 

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- Minimum amount of cover is 

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- The deductibles are 

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## 9 Resolving and avoiding disputes

The *tribunal* is

Litigation in the courts

If the *tribunal* is arbitration

The *arbitration procedure* is

TBC

The place where arbitration  
s to be held is

TBC

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

Simon Robinson

The *Senior Representatives* of the *Client* are

Name (1)

Address for communications

DEFRA - DEPARTMENT FOR  
ENVIRONMENT, FOOD AND RURAL  
AFFAIRS  
YORK: Foss House - Block B  
PEASHOLME GREEN  
[YORK](#)  
YO1 7PX

Address for electronic communications

[agency.gov.uk](#)

Name (2)

Address for communications

Lateral House,  
8 City Walk,  
Holbeck,  
Leeds  
LS11 9AT

Address for electronic communication

The *Adjudicator* is

Name

To be confirmed

Address for communications

To be confirmed

Address for electronic communications

To be confirmed

The *Adjudicator nominating body* is

Institution of Civil Engineers

## X17: Low service damages

Option X17 is not used

## X18: Limitation of liability

If Option X18 is used

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

£1,000,000

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

£5,000,000

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

£1,000,000

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 greater of £5m or the total of the Prices plus 20%

The *end of liability date* is 6 years after the end of the Service Period

## X 23

If Option X23 is used

The maximum service period is 1 Years after the starting date

The *periods* for extension are

Order

*Period for extension* (months)

notice date

First

6 months

01/09/24

Second

Third

Fourth

If there are *criteria for extension*

The *criteria for extension* are

(1)



- (2)
- (3)

#### **X24: The accounting periods**

If Option X24 is used and Option C is not used	The <i>accounting periods</i> are
	<input type="text"/>
	<input type="text"/>
	<input type="text"/>
	<input type="text"/>

#### **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

### Z Clauses

Clause No.	Clause
Z1	<p><b>Z1 Environment Agency as regulatory authority</b></p> <p>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.</p> <p>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.</p> <p>Z1.3 An action by the Environment Agency as regulatory authority is the action of Other.</p>
Z2	<p><b>Z2 Framework Agreement</b></p> <p>Z2.1 The Contractor shall ensure at all times during this contract it complies with all the obligations and conditions of the Asset Operations Operation, Maintenance, Response Framework Agreement made with the Client.</p>
Z3	<p><b>Z3 Data Protection</b></p> <p>Z3.1 The requirements of the Data Protection Schedule shall be incorporated into this contract</p>
Z4	<p><b>Z4 Liabilities and insurance</b></p> <p>Z4.1 Civil data protection claims and regulatory fines for breaches of Data Protection Legislation are excluded from any limit of liability stated.</p>
Z5	<p><b>Z5 Risks and insurance</b></p> <p>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.</p>
Z6	<p><b>Z6 Resolving Disputes</b></p> <p>Z6.1 Delete clause W2.1</p>
Z31	<p><b>Z31 Price Adjustment for Inflation TSC</b></p> <p>The Client recognises the ongoing pricing uncertainty with regards to inflation. The Client will mitigate this uncertainty through this clause.</p> <p>Z31.1 Defined terms:</p> <ol style="list-style-type: none"> <li>The index is Office for National Statistics (ONS) CPI (UK, 2015=100).</li> <li>The Base Date Index (B) is the latest available index published by ONS prior to the Contract Date.</li> <li>The Latest Index (L) is the latest available index published by ONS before the date of assessment of an amount due.</li> <li>The Price Adjustment Factor (PAF) at each date of assessment of an amount due is <math>0.9((L-B)/B)</math>.</li> </ol> <p>Z31.2 Application rules. The provisions of this clause [Z31] shall apply provided that:</p> <ol style="list-style-type: none"> <li>The Price for Service Provided to Date is less than or equal to the total of the Prices and</li> <li>Inflation remains positive ie L is greater than B.</li> </ol> <p>Z31.3 Price Adjustment Factor. 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 Completion Date for the whole of the works is used for calculating an amount for price adjustment after that date.</p> <p>Z31.4 Price adjustment Options A and B. Each amount due includes an amount for price adjustment which is the sum of</p> <ul style="list-style-type: none"> <li>The change in the Price for Service Provided to Date since the last assessment of the amount due multiplied by the PAF and</li> <li>The amount for price adjustment included in the previous amount due</li> </ul>

## 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.

### 1 General

The *Contractor* is

Name

Address for communications

Suite 3  
Sheers Barton Barns  
Lawhitton  
Launceston  
PL15 9NJ

Address for electronic communications

The *fee percentage* is

The *service areas* are

Devon, Cornwall and Isles of Scilly

The *key persons* are

Name (1)

Job

Contracts Manager

Responsibilities

Manage operations Cprnwall Estates

Qualifications

BSC

Experience

+20 years

Name (2)

Job

Contracts Manager

Responsibilities

Manage Devon Estates

Qualifications

NPTC City & Guilds

Experience

+10 years

The following matters will be included in the Early Warning Register

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## 2 The Contractor's main responsibilities

If the Contractor is to provide Scope for its plan

The Scope provided by the Contractor for its plan is in

Grass cutting and weed control

## 3 Time

If a plan is to be identified in the Contract Data

The plan identified in the Contract Data is

90+ days

## 5 Payment

If Option A, C or E is used

The price lists

Asset OMR Lot 3 –  
Vegetation Management  
and Landscape & Habitat  
Creation Pricing  
Workbook

If Option A or C is used

The tendered total of the Prices is

£188250.17

## 9 Resolving and avoiding disputes

The Senior Representatives of the Contractor are

Name(1)

Address for communications

Address for electronic communication

Name(2)

Address for communications

Address for electronic communications

## X10: Information modelling

If Option X10 is used

If an information execution plan is to be identified in the Contract Data

The information execution plan identified in the Contract Data is

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

The *people rates* are

category of person	unit	rate
Refer to the document "Asset OMR Lot 3 – Vegetation Management and Landscape & Habitat Creation Pricing Workbook"		

The published list of Equipment is the edition current at  
the Contract Date of the list published by

The percentage for adjustment for Equipment in the  
published list is

NIL

% (state plus or  
minus)

The rates for other Equipment are

Equipment	rate

The rates for Defined Cost of manufacture and fabrication outside the Service Areas by  
the  
*Contractor* are