

Crown Commercial Service

DEMAND MANAGEMENT AND RENEWABLES FRAMEWORK SCHEDULE 5

**TEMPLATE CALL OFF AGREEMENT (INCORPORATING THE NEC4 PROFESSIONAL SERVICES
CONTRACT JUNE 2017 (INCLUDING AMENDMENTS ISSUED JANUARY 2019 AND OCTOBER 2020)
AND CONTRACT DATA**

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Date 24 June 2025

FORM OF AGREEMENT

**Incorporating the NEC4 Professional Services Contract June 2017 incorporating amendments
January 2019 and October 2020**

Between

The Defence Infrastructure Organisation

And

Pick Everard

For the provision of

Estate Management Plan Net Zero Carbon Client Side Advisor

Contract No: 714854450

THIS AGREEMENT is made the 24 day of June 2025

PARTIES:

1. **The Defence Infrastructure Organisation** whose offices are located at St George's House, DMS Whittington, Lichfield, WS14 9PY acting as part of the Crown (the "**Client**"); and
2. **PICK EVERARD** a partnership constituted under the Partnership Act 1890 whose registered office address is at Halford House, Charles Street, Leicester, LE1 1HA (the "**Consultant**").

BACKGROUND

- (A) The Minister for the Cabinet Office (the "**Cabinet Office**") as represented by Crown Commercial Service, a trading fund of the Cabinet Office, without separate legal personality (the "**Authority**"), established a framework for demand management and renewables for the benefit of public sector bodies.
- (B) The *Consultant* was appointed to the framework and executed the framework agreement (with reference number RM6314 Lot 5) which is dated 24/03/2023 (the "**Framework Agreement**"). In the Framework Agreement, the Consultant is identified as the "Supplier".
- (C) On the 16th May 2025 the *Client*, acting as part of the Crown, invited the *Consultant* along with other framework suppliers to tender for the *Client's* demand management and renewable energy requirements in accordance with the Call Off Procedure (as defined in the Framework Agreement).
- (D) On the 29th of May 2025 the *Consultant* submitted a tender response and was subsequently selected by the *Client* to provide the *service*.
- (E) The *Consultant* has agreed to Provide the Services in accordance with this agreement and the Framework Agreement.

IT IS AGREED AS FOLLOWS:

1. The *Client* will pay the *Consultant* the amount due and carry out his duties in accordance with the *conditions of contract* identified in the Contract Data and the Contract Schedules.
2. The *Consultant* will Provide the Service in accordance with the *conditions of contract* identified in the Contract Data and the Contract Schedules.
3. This contract incorporates the conditions of contract in the form of the NEC4 Professional Services Contract June 2017 Edition incorporating amendments January 2019 and October 2020 and incorporating the following Options:

Main Option A

W2;

Option X1, X2, X9, X11, X18, X20, Option Y(UK)2 and Option Z

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which together with the *additional conditions of contract* specified in Option Z, and the amendments specified in Option Z, form this contract together with the documents referred to in it. References in the NEC4 Professional Services Contract June 2017 Edition incorporating amendments January 2019 and October 2020 to "the contract" are references to this contract.

4. This contract is the entire agreement between the parties in relation to the *service* and supersedes and extinguishes all prior arrangements, understandings, agreements, statements, representations or warranties (whether written or oral) relating thereto.
5. Neither party has been given, nor entered into this contract in reliance on any arrangements, understandings, agreements, statements, representations or warranties other than those expressly set out in this agreement.
6. Nothing in clauses 4 or 5 shall exclude liability in respect of misrepresentations made fraudulently.

Executed under hand

Signed by **[REDACTED]** for and on behalf of **Pick Everard**

[REDACTED]

SIGNATURE OF EXECUTIVE DIRECTOR

And

Signed by **[REDACTED]** for and on behalf of **[the Defence Infrastructure Organisation]**

[REDACTED]

[Signature of Commercial Officer]

Senior Commercial Officer

Professional Services Contract

Contract Data

Part one – Data provided by the *Client*

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 the and secondary Options of the NEC4 Professional Services Contract June 2017 incorporating amendments January 2019 and October 2020.

Main Option A

Option for resolving and avoiding disputes W2

Secondary Options X1, X2, X9, X11, X18, X20, Y(UK)2, and Z.

The *service* is provision of Net Zero Carbon (NZC) Client Side Advisor (CSA) input into MOD Estate Management Plans (EMPs)

The *Client* is [*The Defence Infrastructure Organisation (DIO)*]

Address for communications [*St Georges House, DMS Whittington, Lichfield, WS14 9PY*]

Address for electronic communications [REDACTED]

The *Service Manager* is [REDACTED]

Address for communications Defence Infrastructure Organisation, Ramillies Building, Marlborough Lines, Monxton Road, ANDOVER, SP11 8HJ

Address for electronic communications [REDACTED]

The *Scope* is in Appendix A - SOR

The *language of the contract* is English.

The *law of the contract* is the law of England and Wales and the Courts of the country selected above, shall have exclusive jurisdiction with regard to any dispute in connection with this Agreement and the Parties irrevocably agree to submit to the jurisdiction of those courts.

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If Option Y(UK)2 is said to apply then notwithstanding that this contract relates to the carrying out of construction operations other than in England or Wales or Scotland, the Act is deemed to apply to this contract.

The *period for reply* is two (2) weeks except that

The *period for reply* for [N/A] is [N/A]

The *period for retention* is 6 years following Completion or earlier termination.

The following matters will be included in the Early Warning Register

N/A

Early warning meetings are held at intervals no longer than monthly

2 The Consultant's main responsibilities

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

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

condition to be met

- None

key date

[N/A]

If Option A is
used

The *Consultant* prepares forecasts of the total *expenses* at intervals no longer than Four (4) weeks

3 Time

The *starting date* is [25 of June 2025]

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

- access to *access date*
- Access to the relevant areas of the building/ project Post Contract Startup meeting
- Access to relevant record information, which may include statutory approvals, consents, drawings, reports and maintenance information Post Contract Startup meeting

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The *Consultant* submits revised programmes at intervals no longer than one month, unless there are no changes to the latest submitted programme.

If the *Client* has decided the completion date for the whole of the service

This contract is to be for one (1) year with an option one (1) year.

The *completion date* for the whole of the *service* is [24 of June 2026]

In the event that the option year is utilized then the completion date will be [24 of June 2027]

If no programme is identified in part two of the Contract Data

The period after the Contract Date within which the *Consultant* is to submit a first programme for acceptance is Two (2) weeks from contract startup meeting.

4 Quality Management

The period after the Contract Date within which the *Consultant* is to submit a quality policy statement and quality plan is Two (2) Weeks

The period between Completion of the whole of the *service* and the *defects date* is Fifty-Two (52) Weeks

5 Payment

The *currency of the contract* is the pound sterling (£). The *assessment interval* is monthly

Payments are to be made within the timeframes stated within this contract only on completion of milestones as set out in paragraph 10 of Appendix A – SOR.

If the *Client* states any expenses

The *expenses* stated by the *Client* are

Item

Amount

[N/A]

[N/A]

The *interest rate* is, 3% per annum above the Bank of England base rate in force from time to time.

6

Compensation events

If there are additional compensation events These are additional compensation events
[N/A]

8 Liability and insurance

If there are additional Client liabilities These are additional *Client* liabilities
¹ [N/A]

The amounts of insurance and the periods for which the *Consultant* maintains insurance are

event	cover	Period
The <i>Consultant's</i> failure to use the skill and care normally used by professionals providing services similar to the <i>service</i>	5,000,000 in respect of each event, without limit to the number of events except for claims arising out of pollution or contamination (and fire safety related claims,) where the minimum amount of cover (for pollution or contamination) applies in the aggregate (and fire safety related claims applies at £2 million in the aggregate) in any one period of insurance and except for claims arising out of asbestos where a lower level may apply in the aggregate.	from the <i>starting date</i> until 6 years following completion of the whole of the <i>service</i> or earlier termination

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loss of or damage to property or death of or bodily injury to a person (not an employee of the <i>Consultant</i>) arising from or in connection with the <i>Consultant</i> Providing the Service	£10,000,000 on an 'each and every claim' basis without limit to the number of claims	from the starting date until 6 Years following completion of the whole of the <i>service</i> or earlier termination
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 this contract	The greater of the amount required by the applicable law and £10,000,000 on an 'each and every claim' basis without limit to the number of claims	from the starting date until 6 Years following completion of the whole of the <i>service</i> or earlier termination

If the Client provides insurances from the Insurance table

The *Client* provides these insurances from the insurance table

(1) Insurance against [N/A]

Minimum amount of cover is [N/A]

The deductibles are [N/A]

If additional insurances are provided

The *Client* provides these additional insurances

(1) Insurance against Insurance for all existing buildings and property existing within the Site or at the sole discretion of the Client he may elect to 'self-insure' such existing buildings and property and in doing so accepts all the Client's associated risks arising out of or in relation to such 'self-insurance'. In accordance with a Client's decision to 'self-insure' they do not accept any additional insurance premium/cost from the *Consultant*.

Minimum amount of cover is [N/A]

The deductibles are [N/A]

The *Consultant* provides these additional insurances

(1) Insurance against [N/A]

Minimum amount of cover is [N/A]

The deductibles are [N/A]

The Consultant's total liability to the *Client* for all matters arising under or in connection with the contract, other than the excluded matters, is limited to £5,000,000 for each and every claim

**Resolving and
avoiding
disputes**

The *tribunal* is arbitration

**If the *tribunal*
is arbitration**

The *arbitration procedure* is the London Court of International Arbitration Rules; The place where arbitration is to be held is London

The person or organisation who will choose the arbitrator if the parties cannot agree a choice or if the *arbitration procedure* does not state who selects and arbitrator is: Institution of Civil Engineers

The *Representatives* of the *Client* are

[REDACTED]

*Address for communications Defence Infrastructure Organisation,
Ramillies Building, Marlborough Lines, Monxton Road, ANDOVER, SP11
8HJ*

Address for electronic communications **[REDACTED]**

[REDACTED]

Address for communications

*Defence Infrastructure Organisation, Ramillies Building, Marlborough
Lines, Monxton Road, ANDOVER, SP11 8HJ*

Address for electronic communications **[REDACTED]**

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The *Senior Representatives* of the *Client* are

[REDACTED]

*Address for communications Defence Infrastructure Organisation,
Ramillies Building, Marlborough Lines, Monxton Road, ANDOVER, SP11
8HJ*

Address for electronic communications [REDACTED]

[REDACTED]

*Address for communications Defence Infrastructure Organisation,
Ramillies Building, Marlborough Lines, Monxton Road, ANDOVER, SP11
8HJ*

Address for electronic communications [REDACTED]

The *Adjudicator* is the person agreed by the Parties from the list of *Adjudicators* nominated by the *Adjudicator nominating body* in the absence of agreement.

Address for communications N/A

Address for electronic communications N/A

The *Adjudicator nominating body* is the *Royal Institution of Chartered Surveyors (RICS)*

Option X1	If Option X1 is used
Price adjustment for inflation (used only with options A and C)	The base date for indices is March 2026 The index is the Consumer Price Index (CPI) - as published by the Office for National Statistics
Option X2	If Option X2 is used
Changes in the law	<i>The law of the project</i> is the law of England and Wales

Option X18 If Option X18 is used
Limitation of
liability

The *Consultant's* liability to the *Client* for indirect or consequential loss is limited to £5,000,000

The *Consultant's* liability to the *Client* for Defects that are not found until after the *defects date* is limited to £5,000,000

The *end of liability* date is Six (6) years after Completion of the whole of the *service*.

Option X20 If Option X20 is used (but not if Option X12 is also used)
Key
performance
indicators (*not*
for use with
***Option X12*)**

The incentive schedule for Key Performance Indicators is in [N/A].

A report of performance against each Key Performance Indicator is provided at intervals of One (1) month.

The Attached Appendix C contains the KPIs that are to be agreed and finalised post contract award, these KPIs will fall into the following three (3) categories:

- Progress Reporting;
- Cost and;
- Quality

Where X20 is used, the amount due under clause 50 is adjusted to account for the application of the *incentive schedule*.

Option Y(UK)2 If Y(UK)2 is used
The Housing Grants, Construction and Regeneration Act

If Y(UK)2 is used and the final date for payment is not 14 days after the date when payment is due

The period for payment is 28 Days after the date on which a payment becomes due and in accordance with section 5 payments

Option Z The *additional conditions of contract* are:

Contract Data *The additional conditions of contract are as selected below and as relating to Z clauses detailed in the appended “714467452-NZC_CSA-NEC4_PSC_Agreement-Appendix_D-Boilerplate_Amendments” known as Appendix D.*

Option Z2 Identified and defined terms
applies

Option Z4 Admittance to Client’s Premises
applies

Option Z5 Prevention of fraud and bribery

applies

Option Z6 Equality and diversity

applies

Option Z7 Legislation and Official Secrets

applies

Option Z8 Conflict of interest

applies

Option Z9 Publicity and Branding

applies

Option Z10 Freedom of information

applies

Option Z13 Confidentiality and Information Sharing

applies

Option Z14 Security Requirements

does not apply

Option Z16 Tax Compliance

applies

Option Z22 Fair payment

applies

Option Z42 The Housing Grants, Construction and Regeneration Act 1996

applies

Option Z44 Intellectual Property Rights

applies

Option Z45 HMRC Requirements

does not apply

Option Z46 MoD DEFCON Requirements

applies

Option Z47 Small and Medium Sized Enterprises (SMEs)

applies

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The percentage of the **Consultant's** Subcontractors required to be SMEs is N/A

Option Z48 Apprenticeships

does not apply

Option Z49 Change of Control

applies

Option Z50 Financial Standing

applies

Option Z51 Financial Distress

does not apply

Option Z52 Records, audit access and open book data

applies

Option Z100 Data Protection

applies

Option Z101 Cyber Essentials

applies

Other Additional N/A
conditions of
contract

Part two – Data provided by the *Consultant*

1 Statements given The *Consultant* is Pick Everard

in all contracts Address for communications [REDACTED]

Address for electronic communications]

[REDACTED]

[REDACTED]

The fee percentage is [[REDACTED]]%

The key persons are

Name [REDACTED], [REDACTED]

Job []

Responsibilities []

Experience []

And

Name []

Job []

Responsibilities []

Experience []

- [repeat as necessary]

The following matters will be included in the Early Warning Register

[...]

2 The *Consultant's* main responsibilities

**If the *Consultant* is
to provide the Scope** The Scope provided by the *Consultant* is in [N/A]

3 Time

**If a programme is to
be identified in the
Contract Data** The programme identified in the Contract Data is [N/A]

If the **Consultant** is to decide the **completion date** for the whole of the **service**

The *completion date* for the whole of the *service* is [N/A]

5 Payment

If the **Consultant** states any **expenses**

The *expenses* stated by the *Consultant* are

• item	• amount
• [N/A]	• [N/A]

The Pricing is to be inclusive of expenses.

If Option A or C is used

The *activity schedule* is Appendix B of this contract

The tendered total of the Prices is £149,879.25

Resolving and avoiding disputes

The *Representatives* of the *Consultant* are

[REDACTED]

Address for communications

[REDACTED]

Address for electronic communications]

[REDACTED]

[REDACTED]

Address for communications

[REDACTED]

Address for electronic communications

[REDACTED]

The *Senior Representatives* of the *Consultant* are

[REDACTED]

Address for communications [REDACTED]

Address for electronic communications

[REDACTED]

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

The Information Execution Plan identified in the Contract Data is [N/A]

Data for the Schedule of Cost Components (used only with Options A and C)

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

Pricing in Appendix B is to be Inclusive of overhead costs.

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

The *people rates* are found in Appendix B to this contract and to be in line with framework rates.

Appendices

Appendix Reference	Name	Document	Version	Notes
Appendix A	Statement of Requirements	[REDACTED]	1	N/A
Appendix B	Activity Schedule	[REDACTED]	1	Pricing as submitted in the tender pack.
Appendix C	KPI Reporting Document	[REDACTED]	1	To be imbedded here upon contract award and agreement between the client and consultant.

Appendix D	Boilerplate Amendments	[REDACTED]	1	N/A
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