

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 Facilities Management Contract June 2021

Main Options	<div>A</div>	Option for resolving and avoiding disputes	<div>W2 and W3</div>
Secondary Options	<div>X1, X2, X4, X10, X11, X12, X15, X18, X21, X24, X27, X28, Y(UK)2, Y(UK)3,</div>		
The <i>service</i> is	<div>The provision of various services across the portfolio of properties, as described in the Scope and this contract.</div>		
The <i>Client</i> is			

Name	<div>Secretary of State for Environment, Food and Rural Affairs</div>
Address for communications	<div>Nobel House, 17 Smith Square, London SW1P 3JR</div>
Address for electronic communications	<div>N/a</div>

The <i>Service Manager</i> is	
Name	<div></div>
Address for communications	<div></div>
Address for electronic communications	<div></div>

The Affected Property is	<div>As specified in the Scope.</div>
The Scope is in	<div>Annex 1 to the <i>conditions of contract</i> entitled 'The Scope'</div>

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

N/A

The *language of the contract* is

English

The *law of the contract* is the law of

England

The *period for reply* is

21 days

except that

- The *period for reply* for

is

- The *period for reply* for

is

The following matters will be included in the Early Warning Register

The matters notified by the *Service Manager* or the *Service Provider* as early warning matters.

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

One calendar month

2 The *Service Provider's* main responsibilities

If Option C or E is used

The *Service Provider* prepares forecasts of the total Defined Cost for the whole of the *service* at intervals no longer than

N/A

3 Time

The *starting date* is

the Contract Date

The *service period* is

The period from the Contract Date to the Full Service Commencement Date plus a 7 year period from the Full Service Commencement Date

The *Service Provider* submits revised plans at intervals no longer than

Annually

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

The period after the Contract Date within which the *Service Provider* is to submit a first plan for acceptance is

180 days

If a mobilisation plan is required, and no mobilisation plan is identified in part two of the Contract Data

The period after the Contract Date within which the *Service Provider* is to submit a mobilisation plan for acceptance is

21 days

The period after the Contract Date within which the *Service Provider* is to submit a first demobilisation plan for acceptance is 220 days

4 Quality management

The period after the Contract Date within which the *Service Provider* is to submit a quality policy statement and quality plan is 180 days

5 Payment

The *currency of the contract* is the Great British Pound

The *assessment interval* is monthly

The *interest rate* is 3 % per annum (not less than 2) above the

Base rate of the Bank of England

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 N/A

The *performance table* is in Schedule 7 / Call-Off Schedule 14

If the period for certifying a final assessment is not thirteen weeks

The period for certifying a final assessment is 13 weeks

6 Compensation events

If Option A is used

50%,
revised
annually
in
accordanc
e with
Continuou
s
Improvem
ent and
Savings
Plan

%

The *efficiency 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

There are no additional compensation events,

8 Liabilities and insurance

If there are additional *Client's* liabilities

These are additional *Client's* liabilities

(1) N/A

(2) N/A

(3) N/A

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

£50,000,000 (Fifty Million Pounds) per claim

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

£10,000,000 (Ten Million Pounds) per claim

If the *Client* is to provide Plant and Materials

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

£20,000,000 (Twenty Million Pounds)

If the *Client* is to provide equipment

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

£20,000,000 (Twenty Million Pounds)

If the *Service Provider* is liable for loss of or damage to any property owned or occupied by the *Client*, other than the Affected Property

The *Service Provider* is liable for loss of or damage to any property owned or occupied by the *Client*, other than the Affected Property, arising from or in connection with the *Service Provider* Providing the Service. The minimum amount of cover for insurance for any one event is

£20,000,000 (Twenty Million Pounds)

If the *Service Provider* is liable for loss of or damage to the Affected Property

The *Service Provider* is liable for loss of or damage to the Affected Property arising from or in connection with the *Service Provider* Providing the Service. The minimum amount of cover for insurance for any one event is

£20,000,000 (Twenty Million Pounds)

If the *Client* is to provide of the insurances stated the Insurance Table

The *Client* provides these insurances from the Insurance Table

(1) Insurance against

N/A

Minimum amount of cover is

The deductibles are

(2) Insurance against

N/A

Minimum amount of cover is

The deductibles are

(3) Insurance against

N/A

Minimum amount of cover is

The deductibles are

If additional insurances are to be provided

The *Client* provides these additional insurances

(1) Insurance against

N/A

Minimum amount of cover is

The deductibles are

(2) Insurance against

N/A

Minimum amount of cover is

The deductibles are

(3) Insurance against

N/A

Minimum amount of cover is

The deductibles are

The *Service Provider* provides these additional insurances

(1) Insurance against

Motor Third Party Insurance

Minimum amount of cover is

£10,000,000 (Ten Million Pounds) per claim

The deductibles are

(2) Insurance against

Minimum amount of cover is

The deductibles are

(3) Insurance against

Minimum amount of cover is

The deductibles are

Resolving and avoiding disputes

The *tribunal* is

English Courts

If the *tribunal* is arbitration

The *arbitration procedure* is

N/A

The place where arbitration is to be held is

N/A

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

N/A

The *Senior Representatives* of the *Client* are

Name (1)

Address for communications

Address for electronic communications

Name (2)

Address for communications

Address for electronic communications

The *Adjudicator* is

Name

Address for communications

Address for electronic communications

The *Adjudicator nominating body* is

CIC Register of Adjudicators

X4: Performance guarantee

If Option X4 is used The *Service Provider* **provides an ultimate holding company guarantee**

If a performance bond is provided The amount of the performance bond is

N/A

X10: Information modelling

If Option X10 is used

If no *information execution plan* is identified in part two of the Contract Data The period after the Contract Date within which the *Service Provider* is to submit a first Information Execution Plan for acceptance is

220 days

The minimum amount of insurance cover for claims made against the *Service Provider* arising out of its failure to use the skill and care normally used by professionals providing information similar to the Project Information is, in respect of each claim

£5,000,000 (Five Million Pounds)

The period following the end of the Service Period or earlier termination for which the *Service Provider* maintains insurance for claims made against it arising out of its failure to use the skill and care is

6 years

X12: Multiparty collaboration

If Option X12 is used

The *Promoter* is

The Client

The Schedule of Partners is in

the Scope

The *Promoter's objective* is

Collaboration with Others that may deliver significant infrastructure projects outside of the contract or X27 Project Orders.

The Partnering Information is in

The Scope.

X15: The Service Provider's design

If Option X15 is used	The <i>period for retention</i> following the end of the Service Period or earlier termination is	6 years from the end of the Service Period
	The minimum amount of insurance cover for claims made against the <i>Service Provider</i> arising out of its failure to use the skill and care normally used by professionals designing service similar to the <i>service</i> is, in respect of each claim	£5,000,000 (Five Million Pounds) for each and every claim
	The period following the end of the Service Period or earlier termination for which the <i>Service Provider</i> maintains insurance for claims made against it arising out of its failure to use the skill and care is	6 years

X18: Limitation of liability

If Option X18 is used	The <i>Service Provider's</i> liability to the <i>Client</i> for indirect or consequential loss is limited to	N/A – see Option X18.2
	If the <i>Service Provider</i> is liable for loss of or damage to any property owned or occupied by the <i>Client</i> , other than the Affected Property, the <i>Service Provider's</i> liability to the <i>Client</i> for loss of or damage to any property owned or occupied by the <i>Client</i> , other than the Affected Property, for any one event is limited to	£20,000,000 (twenty million pounds)
	If the Service Provider is liable for loss of or damage to the Affected Property, the Service Provider's liability to the Client for loss of or damage to the Affected Property for any one event is limited to	£20,000,000 (twenty million pounds)
	If Option X15 applies, the <i>Service Provider's</i> liability to the Client for any claims made during a Contract Year in respect of a failure to achieve the Contract Standard specified in clause X15.6 is limited to	£10,000,000 (ten million pounds) in the aggregate
	The Service Provider's total liability to the Client for all claims made by the Client in respect of matters arising under or in connection with the contract in each Contract Year, other than the excluded matters, is limited to	the greater of £5,000,000 (five million pounds) or 150% of the aggregate sums paid and properly invoiced and due under this contract during the applicable Contract Year excluding any deductions made by the Client in respect of any default by the Service Provider.

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

X24: The accounting periods

Option X24 is used and
Option C is not used

The *accounting periods* are

April 1 – March 31

If Option X24 is used with
Option C

The *accounting periods* are the dates stated in the Contract Data of assessment of the
Service Provider's share

X27: Project Orders

If Option X27 is used

The period within which the Service Provider is to submit a Project Order programme for
acceptance is

Within the period for reply when
instructed or as indicated in the
issued Project Order.

X28: Change of Control

If Option X28 is used

The required financial position of the controller of
the *Service Provider* is in

Equivalent to financial requirements
of the Supplier detailed in Joint
Schedule 7

The *ethical principles of the Client* are in

Refer to Schedule 19 (Joint
Schedule 5) and other relevant
policies detailed in the Scope

Y(UK)1: Project Bank Account

If Option Y(UK)1 is used

The *Service Provider* is/is not to pay any charges made and to be paid any interest
paid by the *project bank* (Delete as applicable)

The *account holder* is the *Service Provider/the Parties* (Delete as applicable)

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

If Y(UK)2 is used and the
date on which the final
payment becomes due is not
fifteen weeks after the end
of the Service Period

The period is 13 weeks

If Y(UK)2 is used and the
final date for payment is not
seven days after the date on
which payment becomes
due

The period for payment is 7 days after the date on which payment becomes due

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

If Option Y(UK)3 is used

term

beneficiary

This contract	Contracting Authorities

If Y(UK)3 is used with Y(UK)1 the following entry is added to the table for Y(UK)3

term

beneficiary

The provisions of Options Y(UK)1	Named Suppliers
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Z: Additional conditions of contract

If Option Z is used

The *additional conditions of contract* are

Z1 – Z35

PART TWO – DATA PROVIDED BY THE SERVICE PROVIDER

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

1 General

The *Service Provider* is

Name

ISS Mediclean Limited

Address for communications

Velocity 1
Brooklands Drive
Weybridge
Surrey
KT13 0SL

Address for electronic communications

[REDACTED]

The *fee percentage* is

[REDACTED]

The *service areas* are

The Affected Property

The *key persons* are

Name (1)

[REDACTED]

Job

[REDACTED]

Responsibilities

[REDACTED]

Qualifications

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

N/a

2 The Service Provider's main responsibilities

If the Service Provider is to provide Scope for its plan

The Scope provided by the Service Provider for its plan is in

The Scope

3 Time

If a plan is to be identified in the Contract Data

The plan identified in the Contract Data is

The Scope

If a mobilisation plan is to be identified in the Contract Data

The mobilisation plan identified in the Contract Data is

The Scope

5 Payment

If Option A, C or E is used

The *price list* is

Annex 2 to the *conditions of contract* entitled 'The Price List'

If Option A or C is used

The tendered total of the Prices is

[REDACTED]

Resolving and avoiding disputes

The *Senior Representatives* of the *Service Provider* are

Name (1)

[REDACTED]

Address for communications

Velocity 1
Brooklands Drive
Weybridge
Surrey
KT13 0SL

Address for electronic communications

[REDACTED]

Name (2)

[REDACTED]

Address for communications

Velocity 1
Brooklands Drive
Weybridge
Surrey
KT13 0SL

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

Y(UK)1: Project Bank Account

If Option Y(UK)1 is used

The project bank is

named suppliers are

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

The listed items of Equipment purchased for work on the contract, with an on cost charge, are

Equipment	time-related on cost charge	per time period
<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"/>

The rates for special Equipment are

Equipment	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"/>

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

category of person	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"/>

The rates for people providing *shared services* outside the Service Areas are

<i>shared service</i>	category of person	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"/>

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

The *people rates* are

category of person	unit	rate
See the Price List		

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

See the Price List

The percentage for adjustment for Equipment in the published list is

See
the
Price
List

% (state plus

or minus)

The rates for other Equipment are

Equipment	rate
See the Price List	

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

category of person	rate
See the Price List	

The rates for people providing *shared services* outside the Service Areas are

<i>shared service</i>	category of person	rate
Not Applicable		

