

**\*best format is through desktop app not browser – please save a copy before personalising\***

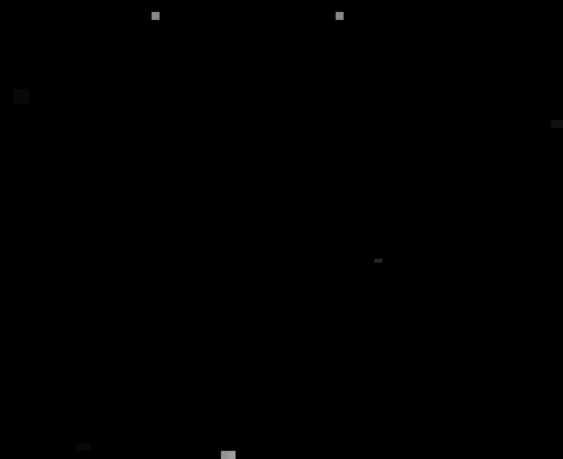


# Term Service Contract

OPTION A: PRICED CONTRACT WITH ACTIVITY SCHEDULE

## Contract Data Forms

June 2017  
(with amendments January 2023)



# 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            Option for resolving and avoiding disputes     

Secondary Options     

The *service* is     

The *Client* is

Name     

Address for communications     

Address for electronic communications     

The *Service Manager* is

Name

Address for communications

Environment Agency  
Tyneside House  
Skinnerburn Road  
Newcastle upon Tyne  
NE4 7AR

Address for electronic communications

[REDACTED]

The Affected Property is

Will be identified in the incident at the time by the  
Environment Agency incident team

The Scope is in

AOMR Framework TSC Incident Response Scope Rev  
1- ENV6006920R – Rev 1 – Date 01/12/2024

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

Contract Management activities (including but not  
limited to Management, Commercial, Planning and  
HSEQ) that do not require personnel to be within the  
Service Area, for example: drafting reports,  
communications, programmes, forecasts, applications  
for payment, etcetera

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

[REDACTED]

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

N/A

## 3 Time

The <i>starting date</i> is	20 December 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	% 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
	%

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 |
| (2) | Not used |
| (3) | Not used |

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      | Contractors All Risk Insurance        |
| Minimum amount of cover is | 120% of the value of this contract    |
| The deductibles are        | The excess up to a maximum of £25,000 |
| (2) Insurance against      | Professional Indemnity                |
| Minimum amount of cover is | £2,000,000                            |
| The deductibles are        | The excess up to a maximum of £25,000 |
| (3) Insurance against      |                                       |
| Minimum amount of cover is |                                       |
| The deductibles are        |                                       |

## 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

Victoria McCausland

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

Foss House  
York  
United Kingdom

Lateral  
8 City Walk  
Leeds  
LS11 9AT

To be confirmed

To be confirmed

To be confirmed

Institution of Civil Engineers



## 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

20/05/2025

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  
accountin  
g periods  
are

1 April 2024 – 31 March 2025

## 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

### 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 service 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.</p> <p>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.</p> <p>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 service is used for calculating an amount for price adjustment after that date.</p> <p>Z31.4 Price adjustment Options A and B.</p> <p>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> </ul>

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	<ul style="list-style-type: none"><li>• The amount for price adjustment included in the previous amount due</li></ul>
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## 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

Esh Construction Ltd

Address for communications

Esh House,  
Bowburn North Industrial Estate,  
Bowburn,  
Durham, DH6 5PF

Address for electronic communications

[REDACTED]

The fee percentage is

[REDACTED] %

The service areas are

[REDACTED]

The key persons are

Name (1)

[REDACTED]

Job

[REDACTED]

Responsibilities

[REDACTED]

Qualifications

[REDACTED]

Experience

[REDACTED]

Name (2)

[REDACTED]

Job

[REDACTED]

Responsibilities

[REDACTED]

Qualifications

[REDACTED]

Experience

[REDACTED]

The following matters will be included in the Early Warning Register

[REDACTED]

## 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

## 3 Time

If a plan is to be identified in the Contract Data

The plan identified in the Contract Data is

## 5 Payment

If Option A, C or E is used

The price list is

The Framework Price  
Workbook 24/25 and the  
Framework Deed of  
Agreement

If Option A or C is used

The tendered total of the Prices is

## 9 Resolving and avoiding disputes

The Senior Representatives of the Contractor are

Name(1)

Address for communications

Address for electronic communications

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
As defined in the Framework Price Workbook 24/25 and the Framework Deed of Agreement		

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

CECA

The percentage for adjustment for Equipment in the published list is

% (state plus or minus)

The rates for other Equipment are

Equipment	rate
As defined in the Framework Price Workbook 24/25 and the Framework Deed of Agreement – to be used in the first instance. If no rate provided, then resort to CECA rates	

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