



**0036 Development of  
Health and Well-being Hub**

**APPENDIX D**  
**NEC4 Contract Conditions –**  
**Contract Data Part 1 – Data provided by the**  
**Client**  
**Contract Data Part 2 – Data to be provided**  
**by the Consultant**

## **Introduction**

The contract with the lead consultant will be let under the NEC4 Professional Services Contract form. Set out below are the specifics which will be applicable.

### **Contract Data Part 1 – Data Provided by the Client**

<b>Contract Data</b>	<b>Contract Specific Details</b>
<b>1 General</b>	
The Conditions of Contract are the core clauses and the following clauses for the main option, the options for resolving and avoiding disputes and secondary options of the NEC4 Professional Services Contract June 2017 (with amendments October 2020)	Main Option A Option for resolving and avoiding disputes Secondary options
The service is	The Development of a Health and Wellbeing Hub at Plymouth Marjon University
The Client is	The University of St Mark and St John (Trading as Plymouth Marjon University) Derriford Road Plymouth PL6 8BH  Tel 01752 636700
The service manager is	Peter Kay The University of St Mark and St John (Trading as Plymouth Marjon University) Derriford Road Plymouth PL6 8BH  Tel 01752 636700 x6070  pkay@marjon.ac.uk
The scope is in	Appendix A Scope of Service
The language of the contract is	English
The law of the contract is	England and Wales
The period for reply is Except the period for reply for	One week accepting particulars of design is two weeks
The period for retention following completion or earlier termination is	Twelve years

Contract Data	Contract Specific Details
The following matters will be included in the early warning register	<ul style="list-style-type: none"> <li>• Restricted access to the premises during the design process</li> <li>• Uncertainty on date of vacation of premises by tenant</li> <li>• Lack of clarity regarding what fixtures and fittings will be left by outgoing tenant at the end of the lease</li> <li>• Delays to PSC and works contract resulting in loss of funding</li> </ul>
Early warning meetings are to be held at intervals no longer than	Monthly
<b>2 The Consultants Main Responsibilities</b>	
The key dates and conditions to be met are	<ul style="list-style-type: none"> <li>• Draw down of all Office for Students funding by 31 March 2025</li> </ul>
The consultant prepares forecasts of total expenses at intervals no longer than	Monthly
<b>3 Time</b>	
The starting date is	28 March 2023
The client provides access to the following people, places and things	Access to the building from 3 April 2023
The consultant submits revised programmes at intervals no longer than	Monthly
The completion date for the whole of the service is	The date of issue of the Making good defects certificate of the construction works contract
The period after the contract date within which the consultant is to submit a first programme for acceptance is	Two weeks
<b>4 Quality Management</b>	
The period after the contract date within which the consultant is to submit a quality policy statement and quality plan is	Two weeks
The period between completion of the whole of the service defects date is	Fifty two weeks
<b>5 Payment</b>	
The currency of the contract is	Pound Sterling
The assessment interval is	A month
The expenses stated by the Client are	Payment of fees to Statutory Authorities and Utilities Suppliers
The interest rate is	2% above the Bank of England base rate

Contract Data	Contract Specific Details
The period within which payments are made is	Twenty one days
6 Compensation events	
	Not Applicable
8 Liabilities and Insurance	
These are additional Clients liabilities	Not Applicable
The minimum amount of cover and the periods for which the consultant maintains insurance are	
The consultants failure to use the skill and care normally used by professionals providing services similar to the service	£5,000,000
Loss of or damage to property and liability for bodily injury to or death of a person (not an employee of the consultant) arising from or in connection with the consultant providing the service	£5,000,000
Death or bodily injury to employees of the consultant arising out of and in the course of their employment in connection with the contract	£10,000,000
The Client provides these insurances from the insurance table	Not Applicable
The client provides these additional insurances	Not Applicable
The consultant provides these additional insurances	Not Applicable
The consultants total liability to the client for all matters arising under or in connection with the contract, other than excluded matters is limited to	Not Applicable
9 Resolving and avoiding Disputes	
The tribunal is	Arbitration
The arbitration procedure is	Royal Institution of Chartered Surveyors (RICS) Construction and Engineering Arbitration Service, Fast track arbitration Service
The place where arbitration is to be held is	London
The person or organisation who will choose an arbitrator if the parties cannot agree a choice	RICS Dispute Resolution Service 55 Colmore Row

Contract Data	Contract Specific Details
or if the arbitration procedure does not state who selects the arbitrator is	Birmingham B3 2AA
The senior representative of the client is	<p>Professor Michelle Jones</p> <p>The University of St Mark and St John (Trading as Plymouth Marjon University) Derriford Road Plymouth PL6 8BH</p> <p>Tel 01752 636700</p> <p>mjones@marjon.ac.uk</p>
The adjudicator is	To be appointed by the adjudicator nominating body
The adjudicator nominating body is	RICS
X1 Price adjustment for Inflation	
The proportions used to calculate the price adjustment factor are	1.0 – Non-adjustable
The base date for indices is	Not Applicable
These indices are	Not Applicable
X2 Changes in the Law	
The law of the project is	England and Wales
X3 Multiple Currencies	
	Not Applicable
X5 Sectional Completion	
	Not Applicable
X6 Bonus for early Completion	
	Not Applicable
X7 Delay damages	
Delay damages for completion of the whole of the service is	£1,000 per day
X8 Undertakings by Others	
The undertakings to others are provided to	<ul style="list-style-type: none"> <li>• Specialist equipment suppliers</li> <li>• Specialist equipment installers</li> </ul>

Contract Data	Contract Specific Details
X10 Information Modelling	
The period after the contract date within which the consultant is to submit a first information execution plan for acceptance is	Two weeks
X12 Multiparty Collaboration	
	Not Applicable
X13 Performance Bond	
	Not Applicable
X18 Limitation of Liability	
The consultants liability to the client for indirect or consequential loss is limited to	10% of the Works contract sum
The consultants liability to the client for defects that are not found until after the defects date is limited to	Not limited
The end of liability date after the completion of the whole service is	Twelve Years
X20 Key Performance Indicators	
	Not Applicable
Y(UK)1 Project Bank Account	
	Not Applicable
Y(UK)2 The housing, grants, construction and regeneration act 1996	
The period for payment after the date on which payment becomes due is	Twenty one days
Y(UK)3 The Contracts (rights of third parties) Act 1996	
	Not Applicable
Additional conditions of contract	
	Not Applicable

**Contract Data Part 2 – Data Provided by the Consultant**

Contract Data	Contract Specific Details
<b>1 General</b>	
The consultant is	
The fee percentage is	
The key persons are	
The following matters will be included in the early warning register	
<b>2 The Consultants Main Responsibilities</b>	
The scope provided by the consultant is in	
<b>3 Time</b>	
The programme identified in the contract data is	Not Applicable
The completion date for the whole of the services is	
<b>5 Payments</b>	
The expenses stated by the consultant are	
The activity schedule is	
The tendered total of the prices is	
<b>9 Resolving and avoiding Disputes</b>	
The senior representatives of the consultant are	
<b>X10 Information Modelling</b>	
The information execution plan identified in the contract data is	Not Applicable
<b>Y(UK)1 Project Bank Account</b>	
	Not Applicable
<b>Data for the Short Schedule of Cost Components</b>	
The people rates are	