

DEMAND MANAGEMENT AND RENEWABLES FRAMEWORK SCHEDULE 5

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

Date Thursday 29th August 2024

FORM OF AGREEMENT

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

Between

Department for Energy Security and Net Zero (DESNZ)

And

WSP UK Limited

For the provision of HNTAS Pilot Assessors

The following Documents also form part of this Agreement:

Annex 1 – The Clients Specification

Annex 2 – The Consultants Proposal

Annex 3 – The Consultants Offer

Appendix A – Standard Boilerplate Amendments

THIS AGREEMENT is made the 29th day of August 2024

PARTIES:

1. **Department for Energy, Security and Net Zero (DESNZ)** whose offices are located at 3-8 Whitehall Place, London, SW1A 2EG (the "**Client**");
and
2. **WSP UK Limited** which is a company incorporated in and in accordance with the laws of England (Company No. 01383511 whose registered office address is at WSP House, 70 Chancery Lane, London, WC2A 1AF (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) which is dated 24/03/2023 (the "**Framework Agreement**"). In the Framework Agreement, the Consultant is identified as the "Supplier".
- (C) On the Wednesday 19th June 2024 the Client and in the Framework Agreement is identified as a "Contracting Authority" invited the Consultant along with other framework suppliers to tender for the *Client's* demand management and renewable energy services requirements in accordance with the Call Off Procedure (as defined in the Framework Agreement).
- (D) On the 15th July 2024 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 Short Contract June 2017 Edition incorporating amendments January 2019 and October 2020 and incorporating the additional conditions specified in the Client's Contract Data, which form this contract together with the documents referred to in it. References in the NEC4 Professional Services Short Contract June

2017 Edition incorporating amendments January 2019 and October 2020 to "the contract" are references to this contract.

4. This Contract incorporates the following:
 - Annex 1 – The *Clients* Specification
 - Annex 2 – The *Consultants* Proposal
 - Annex 3 – The *Consultants* Offer
 - Appendix A – Standard Boilerplate Amendments
5. This contract and the Framework Agreement 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.
6. 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.
7. Nothing in clauses 6 or 7 shall exclude liability in respect of misrepresentations made fraudulently.

Short Contract

A contract between

Department for Energy Security and Net Zero (DESNZ)

and

WSP UK Ltd

for

Provision of HNTAS Pilot Assessors
RM6314 – Project Reference: [REDACTED]

Contract Forms

Contract Data

The Consultant's Offer and Client's Acceptance

Price List

Scope

Contract Data

The *Client's* Contract Data

The *Client* is

Name Department for Energy Security and Net Zero (DESNZ)

Address for communications 3-8 Whitehall Place
London
SW1A 2EG

Address for electronic communications

The service is Specialist heat network practitioners who are able to assess the technical performance of heat networks participating in the Heat Network Technical Assurance Scheme (HNTAS) pilot programme

The starting date is Monday 2nd September 2024

The completion date is Thursday 31st July 2025

The delay damages are £0 per day

The law of the contract is English

The period for reply is 2 weeks

The defects date is 52 weeks after Completion

The assessment day is the 1st of each month

The United Kingdom Housing Grants, Construction and Regeneration Act (1996) **does not** apply

The *Adjudicator* is

Name To be confirmed by both parties

Address for communications

Address for electronic communications

Contract Data

The *Client's* Contract Data

The interest rate on late payment is % per complete week of delay.

The *Client* provides this insurance

No insurance provided by the Client

The *Consultant* provides the following insurance cover

INSURANCE AGAINST	MINIMUM AMOUNT OF COVER	PERIOD FOLLOWING COMPLETION OR EARLIER TERMINATION
Liability of the <i>Consultant</i> for claims made against it arising out of the <i>Consultant's</i> failure to use the skill and care normally used by professionals providing services similar to the service.	£5 million in respect of each claim, without limit to the number of claims	6 years
Loss of or damage to property and liability for bodily injury to or death of a person (not an employee of the <i>Consultant</i>) arising from or in connection with the <i>Consultant</i> Providing the Service.	£5 million in respect of each event, without limit to the number of events	6 years
Liability for 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 the contract	£5 million in respect of each event, without limit to the number of events	6 years

The *Consultant's* total liability to the *Client* which arises under or in connection with the contract is limited to

£5 million

The *Adjudicator nominating* body is

To be confirmed by both parties.

The *tribunal* is

Arbitration

If the *tribunal* is arbitration, the arbitration procedure is

To be confirmed by both parties.

Contract Data

The *Client's* Contract Data

The *conditions of contract* are the NEC4 Professional Service Short Contract June 2017 (with amendments January 2019 and October 2020) and the following additional conditions

The additional conditions of contract are as detailed in the appended Standard Boilerplate Amendments – Appendix A.

Contract Data

The *Consultant's* Contract Data

The *Consultant* is

Name

WSP UK Ltd

Address for communications

WSP House, 70 Chancery Lane, London, WC2A 1AF

Address for electronic
communications

The fee percentage is

N/A

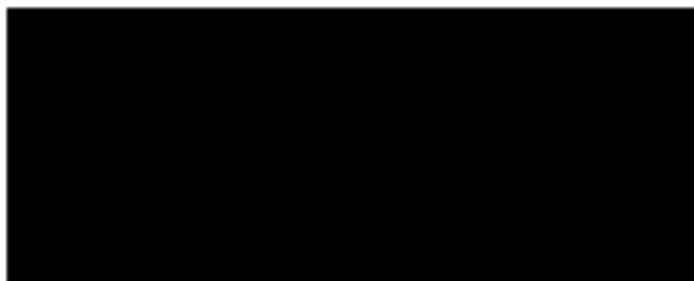
%

The *people rates* are

category of person

unit

rate



The *Consultant's* Offer

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

The offered total of the Prices is

Any services will be in accordance with the rates highlighted in the Price List and Annex 3.

Price List

ITEM NUMBER	DESCRIPTION	UNIT	EXPECTED QUANTITY	RATE	PRICE
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[illegible]

The total of the Prices

As agreed within
each Work Package.

Scope

1 Purpose of the *service*

As per the specification located within Annex 1 and all supporting documentation for BE24115.

2 Description of the *service*

As per the specification located within Annex 1 and all supporting documentation for BE24115.

3 Existing information

As per the specification located within Annex 1 and all supporting documentation for BE24115.

4 Specifications and standards

As per the specification located within Annex 1 and all supporting documentation for BE24115.

5 Constraints on how the *Consultant Provides the Service*

As per the specification located within Annex 1 and all supporting documentation for BE24115.

6 Requirements for the programme

As per the specification located within Annex 1 and all supporting documentation for BE24115.

7 Information and other things provided by the *Client*

As per the specification located within Annex 1 and all supporting documentation for BE24115.