
Contract Data: Part One – Data provided by the *Employer*

1. General

The *conditions of contract* are (as each has been amended by Option Z) the core clauses and the clauses for main Option G, dispute resolution Option W2 and secondary Options **X1, X2, X8, X9, X11, X18, Y(UK)2, Y(UK)3** of the NEC3 Professional Services Contract April 2013.

- The *Employer* is

Name: **Department for Work and Pension**

Address: **Hartshead Square Sheffield
S1 2FP**

Telephone: **REDACTED**

E-mail address: **REDACTED**

- The *Adjudicator* is

Name: **Not named**

Address: **N/A**

Telephone: **N/A**

E-mail address: **N/A**

- The *services* are **Option G - Critical Security Infrastructure and Workplace Transformation Programme**
- The *Scope* is in **the Service Request Form annexed to this contract**
- The *language* of this contract is **English**
- The *law* of the contract is the law of **England and Wales**
- The *period for reply* is **2 weeks**
- The *period for retention* is **12 years** following Completion or earlier termination
- The *Adjudicator nominating body* is **the Royal Institution of Chartered Surveyors**
- The *tribunal* is **the Courts**
- The following matters will be included in the Risk Register;
 - To be agreed at Task Order level**

Optional clause 13.9 – electronic communication **does** apply¹.

¹ See additional conditions of contract below.

2. The Parties' main responsibilities

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

access to	access date
Site	Receipt of Task Order
Building	Receipt of Task Order
Site Manager	Receipt of Task Order
Reports/Records	Receipt of Task Order

3. Time

- The starting date is **01/07/2022**
- The *Consultant* submits revised programmes at intervals no longer *than* **monthly, unless there are no changes to the latest submitted programme.**

4. Quality

- The quality policy statement and quality plan are provided within **2** weeks of the Contract Date.
- The *defects date* is **52** weeks after Completion of the whole of the *services*.

5. Payment

- The *assessment interval* is **monthly**
- The *currency* of the contract is **the pound sterling**
- The *interest rate* is **3%** per annum above the base rate in force from time to time of the Bank of England.

6. Indemnity, insurance and liability

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

event	cover	period following Completion of the whole of the <i>services</i> or earlier termination
Liability of the <i>Consultant</i> for claims made against him arising out of his failure to use skill and care required by this contract.	REDACTED in respect of each and every claim or series of claims arising out of the same original cause or source (or equivalent), without limit to the number of claims, save that there may be lower and/or annual aggregate limits of cover in respect of pollution and contamination related claims and similar where such limited cover	12 years

death or bodily injury to a person (not an employee of the <i>Consultant</i>) or loss of or damage to property resulting from an action or failure to take action by the <i>Consultant</i>	REDACTED in respect of each claim, without limit to the number of claims	12 years
death 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 law and REDACTED in respect of each claim, without limit to the number of claims	12 years

- The *Employer* provides the following insurances
- Insurance for all existing buildings and property existing within the Site or at the sole discretion of the *Employer* he may elect to 'self-insure' such existing buildings and property and in doing so accepts all of the *Employer's* associated risks arising out of or in relation to such 'self-insurance'. In accordance with an *Employer's* decision to 'self-insure' they do not accept any additional insurance premium/cost from the *Consultant*. The *Consultant* is to assume the *Employer* insures or "self-insures" as set out above and if this is not the case the *Consultant* will have the opportunity to price for providing these insurances.

The *Consultant's* total liability to the *Employer* for all matters arising under or in connection with this contract, other than the excluded matters is limited to **REDACTED** in the aggregate.

Within the total liability limit identified above, the *Consultant's* liability to the *Client* for the provision of the following low risk, low value Services arising under or in connection with this contract is limited to:

N/A at Service Request stage. and such other low risk, low value Services that are instructed by the Client as Compensation Events	The amount and basis of professional indemnity insurance provided by the Subconsultant(s).
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Optional statements (The following optional clauses apply)

If the *Employer* has decided the **completion date** for the whole of the *services*

- The *completion date* for the whole of the *services* is **30/09/2024**

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

- The *Consultant* is to submit a first programme for acceptance within **4** weeks of the *Contract Date*.

If the *Employer* has identified work which is to meet a stated **condition** by a **key date**

- The *key dates* and *conditions* to be met are **None**

<i>condition</i> to be met	<i>key date</i>
1. None	
2.	
3.	

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 **14** days i.e.

The total period for payment after receipt of invoice is 21 days²

If the *Employer* states any **expenses**

- The *expenses* stated by the *Employer* are

Item	amount
None unless stated in individual Task Orders	

If Option G is used

- The *Consultant* prepares forecasts of the total Time Charge and *expenses* at intervals no longer than **4** weeks.
- ~~The exchange rates are those published in [to be agreed on a commission specific basis] on (date)~~

If Option X1 is used

- The People's Rates will be adjusted in accordance with the indexation provisions of the Framework Agreement**

² Perfect Circle are commitment to pay its Supply Chain within 19 days. As a consequence, the *Employer* ought to pay Perfect Circle within the 21 days stated in the Delivery Agreement and not amend the payment terms

If Option X2

- The *law of the project* is the law of **England and Wales**

If Option X8 is used

- The *collateral warranty agreements* are

agreement reference	third party
Subcontracts	Employer

[The forms of the *collateral warranty agreements* are set out in the Framework Agreement]

If Option X10 is used

- ~~The *Employer's Agent* is~~

Name:

Address:

Telephone:

E-mail Address:

- ~~The authority of the *Employer's Agent* is:~~

If Option X18 is used

- The *Consultant's* liability to the *Employer* for indirect or consequential loss for all matters other than Cladding Claims is limited to
- **REDACTED** The *Consultant's* liability to the *Employer* for indirect or consequential loss or for any cost of decamping and rehousing in respect of Cladding Claim is excluded³.
- The *Consultant's* liability to the *Employer* for Defects that are not found until after the *defects date* is
- **REDACTED** The end of liability date is **12** years after Completion of the whole of the services.

* to be agreed with the *Employer* on a commission specific basis⁴

³ The *Consultant* is not liable to the *Employer* for indirect or consequential loss or for any cost of decamping and rehousing in respect of Cladding Claims.

⁴ It is essential to ensure that the caps under Option X18 match those provided by the Supply Chain, i.e. if necessary, reduced from **REDACTED** to lower levels offered by Supply Chain. This must be agreed in advance with the *Employer* at Service Request stage.

If Option Y(UK)1 is used ~~The Consultant 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 Consultant / the Parties (Delete as appropriate).~~

If Options Y(UK)3 is used

- Term person or organisation
- None** **None**

~~If Options Y(UK)1 and Y(UK)3 are both used~~

- Term _____ person or organisation

The provisions of Option Y(UK)1 Named Suppliers

Optional clause Z4.0 – Information Modelling ~~does/~~ does not apply

~~If Option Z4.0 Information Modelling 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 Consultant is to submit a first Information Execution Plan for acceptance is one month.

Option Z: ADDITIONAL CONDITIONS OF CONTRACT

The additional *conditions of contract* are identified by the amendments, alterations, additions and deletions as contained herein apply and take priority over the standard form NEC Professional Services Contract Option G.

DWP Requested Z Clauses

Z28.8 The *Client* and the *Consultant* shall exchange all orders, invoices, claims and payments via electronic methods.

Z28.9 The following information may be required independently from the *Consultant* in order to verify invoices and shall be provided before or at the same time that an invoice or other claim for payment is submitted by the *Consultant* to the *Client*:

- a) records of any Time Charge or other charge determined by reference to *staff rates*, including in relation to any Task Order issued under time charges and/or where applicable in respect of compensation events. Such records shall be in the form of timesheets and/or such other evidence of time spent that the *Client* shall reasonably require and shall be broken down according to each Task to which they relate (including details of the specific Task to which each time entry relates);
- b) the *Client* reserves the right to request all records required under Clause 21 of the Agreement to evidence completion of relevant activities as detailed within The Client's Statement of Requirements and Scope as requested in the Task Order issued under fixed price,

and shall be sent to the person or such replacement person that the *Client* shall notify.

Z28.10 The *Consultant* permits the *Client* and any person authorised on the *Client's* behalf to examine documents held or controlled by the *Consultant* or any employee, Subcontractor or supplier of the *Consultant*.

Z29 Amendments to the Secondary Option Clauses – X11 (Termination by the *Client*)

Z29.1 Option X11.2: delete "and A3" and replace with "and any sums due pursuant to clause X11.3".

Z29.2 New Option X11.3: insert new option: The amount due on termination pursuant to X11.1 includes the *fee percentage* applied to any excess of the value of authorised and instructed Task Orders as at the date of termination over the Price for Service Provided to Date.

Z1.0 Core Clause amendments

- 11.2 (2) Add further bullet point:
- 'provided or procured all Collateral Warranties which the *Consultant* is then obliged under this contract to provide or procure.'
- 11.2(13) At the end of the sentence add:
- 'Appropriately spent excludes time;
- spent on activities included within the Commercial Inclusions Tables contained in the Pricing Procedures of the Framework Agreement,
 - not justified by the *Consultant's* accounts and records,
 - that should not have been paid to a Subconsultant or supplier in accordance with its contract,
 - was incurred only because the *Consultant* did not

- follow an acceptance or procurement procedure stated in the Scope,
- give an early warning which the contract required it to give or
- give notification to the *Employer* of the preparation for and conduct of an adjudication or proceedings of a tribunal between the *Consultant* and a Subcontractor or supplier,

and the cost of

- activities included under the Employer Proposed Appointment Charge of the Framework Agreement,
- correcting Defects after Completion,
- correcting Defects caused by the *Consultant* not complying with a constraint on how it is to Provide the Service stated in the Scope,
- for staff not used to Provide the Service (after allowing for reasonable availability and utilisation), and
- preparation for and conduct of an adjudication or proceedings of the *tribunal* between the Parties.'

11.2(20) Delete the second bullet point and replace with:

'the lump sum price in the Task Schedule for each other item. Where marked accordingly, these lump sum prices may be calculated from applying a stated 'Charge' percentage from the Task Schedule to a forecast or estimated construction project value to establish a single or series of lump sum prices.'

11.2(26) Insert a new clause 11.2(6):

'Framework Agreement is the framework agreement between Scape Procure Limited and the *Consultant* dated 29th January 2021.'

11.2(27) Insert a new clause 11.2(27):

'Framework Commercial Model as included in the Framework Agreement between Scape Procure Limited and the *Consultant* dated 29th January 2021.'

11.2 (28) Insert a new clause 11.2(28): 'Data Protection Legislation means:

- i. the General Data Protection Regulation (Regulation (EU) 2016/679), the Law Enforcement Directive (Directive (EU) 2016/68) and any applicable national implementing laws as amended from time to time;
- ii. the Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy; and
- iii. all applicable law about the processing of personal data and privacy.'

11.2 (29) Insert a new clause 11.2(29):

'Data Subject has the meaning given to it in the Data Protection Legislation.'

11.2 (30) Insert a new clause 11.2(30):

'Personal Data has the meaning given to it in the Data Protection Legislation.'

11.2 (31) Insert a new clause 11.2(31):

'Cladding Claim shall mean any claim in respect of:

The combustibility of any Aluminium Composite Panels (and associated core/filler and insulation) which failed the BRE testing programme on behalf of The Department for Communities and Local Government in July and August 2017 or fails BS8414 test set out in the current Building Regulations.'

12.4 Insert at the end:

'provided that Clauses 23 (Convictions), 29 (Statutory Requirements), 30 (Competition Law, Corrupt Gifts and Payments), 31 (Modern Slavery), 33 (Confidentiality and Freedom of Information), 35 (Intellectual Property) and 37.11 (Miscellaneous: Whistle Blowing) of the Framework Agreement shall be deemed incorporated into this contract, mutatis mutandis, as if references to 'Scape' were to 'the *Employer* and references to the 'Agreement' were to 'the *contract*.'

12.5 Insert a new clause 12.5:

'A reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent statute, enactment, order, regulation or instrument or as contained in any subsequent re-enactment of it.'

13.9 Insert a new clause 13.9:

'The following communications shall be deemed to have no effect if made by electronic mail transmission:

- any notification of a wish to terminate this contract or the employment of the Consultant under it;
- any notification by the Consultant of his intention to suspend performance of his obligations under this contract;
- any invoking by either party of the procedures applicable under this contract to the resolution of disputes or differences; and
- any agreement between the parties amending the provisions of this contract.'

(Z clause 13.9 may be deleted at the Employers sole discretion)

14.1 Add after the final sentence:

'Notwithstanding any other provision of this contract, the terms 'acceptance', 'approval' or similar when used in the context of any acceptance or approval to be given by or on behalf of the *Employer* has the meaning 'acceptance of general principles only' and no such acceptance or approval shall diminish or relieve the *Consultant* from any of the *Consultant's* obligations or liabilities under this contract.'

19. Insert a new Clause 19:

Data Protection

'Both Parties will comply with all applicable requirements of the Data Protection Legislation. These clauses are in addition to, and does not relieve, remove or replace, each Party's obligations under the Data Protection Legislation. It is agreed that:

19.1. Without prejudice to the generality of clause 19.1, both Parties will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of any Personal Data to each other for the duration and purposes of this agreement.

19.2. Without prejudice to the generality of clause 19.1, the *Consultant* shall, in relation to any Personal Data processed in connection with the performance by the *Consultant* of its obligations under this agreement:

19.2.1. Process that Personal Data only on the written instructions of the *Employer* and only as required for the purpose of the performance of this agreement;

- 19.2.2. Ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the *Employer*, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- 19.2.3. Ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
- 19.2.4. Not transfer any Personal Data outside of the European Economic Area;
- 19.2.5. Assist the *Employer*, at the *Consultant's* cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- 19.2.6. Notify the *Employer* without undue delay on becoming aware of a Personal Data breach;
- 19.2.7. At the written direction of the *Employer*, delete or return Personal Data and copies thereof to the *Employer* on termination of the agreement; and
- 19.2.8. Maintain complete and accurate records and information to demonstrate its compliance with this clause and allow for audits by the *Employer* or the *Employer's* designated auditor.
- 19.3. The *Employer* does not consent to the *Consultant* appointing any third-party processor of Personal Data under this agreement.'

2 The Parties' main responsibilities

21. Amend as follows:
- 21.2 Delete and replace with:
- 'The *Consultant's* obligation is to use (and warrant that it has used) all the reasonable skill, care and diligence normally used by competent and appropriately qualified professionals experienced in providing services similar to the *service*.'
- 21.5 Insert a new clause 21.5:
- 'The *Consultant* checks the Scope provided by the *Employer* and satisfies itself that its own provision of the *service*, including any proposals, designs and Scope or specification documents for a subsequent construction contract meet the *Employer's* Scope with no discrepancy. Where there is ambiguity, inconsistency or conflict between these documents the *Employer's* Scope will prevail.'
- 21.6 Insert a new clause 21.6:
- 'The *Consultant* performs the Service in accordance with relevant laws and regulations, statutory and other requirements ('Laws') and (to the extent that the *Consultant* can control the same) such that the product of the Service complies with all relevant Laws.'
- 24.5 Insert a new clause 24.5:
- 'The *Consultant*, in relation to any subcontracting of any portion of the *service*:

- Procures that the relevant subcontract contains such obligations as necessary to ensure that it is in all respects compatible with the terms of this contract and, without limitation, steps down the obligation to use the degree of skill, care and diligence specified in this contract and that requires collateral warranties in favour of the *Employer* to be provided in the forms specified in the Framework Agreement and with any amendments as permitted by the Framework Agreement;
- Procures that all relevant subcontracts shall be executed and delivered as a deed;
- Warrants each Subcontractor's compliance with this contract's Modern Slavery Act requirements;
- Warrants that all Subcontractors are fully aware of their obligations under the CDM Regulations and are fully competent and are adequately resourced to meet those obligations; and
- Provides to the *Employer* a certified copy of any subcontract (save for particulars of the cost of such subcontract service unless other provisions of this contract or the Framework Agreement oblige the *Consultant* to disclose them).

The *Consultant* does not appoint a subcontractor if there are compulsory grounds for excluding the subcontractor under regulation 57 of the Public Contracts Regulations 2015.'

24.6 Insert a new clause 24.6:

'The *Consultant* includes in any subcontract awarded by him provisions requiring that:

- payment due to the Subcontractor under the subcontract is made no later than 30 days after receipt of a valid and undisputed invoice unless the Framework Agreement required the *Consultant* to make earlier payment to the Subcontractor;
- Invoices for payment submitted by the Subcontractor are considered and verified by the *Consultant* in a timely fashion;
- Undue delay in considering and verifying invoices is not sufficient justification for failing to regard an invoice as valid and undisputed; and
- Any contract awarded by the Subcontractor for work included in this contract includes provisions to the same effect as these provisions.'

26 Insert a new clause 26:

'The *Consultant* shall enter a novation agreement in the form specified in the Framework Agreement with the *Employer's* contractor within 14 days of being asked to do so in writing and shall, within 14 days of being provided with an engrossment, execute and return to the *Employer* the *collateral warranty agreement* in favour of the *Employer*, but with such amendments as the *Consultant*, *Employer* and *Employer's* contractor may agree, such agreement not to be unreasonably withheld or delayed.'

5 Payment

50.3 Insert at the end of the second bullet point:

'less expenses included in the Commercial Inclusions Tables from the Framework Agreement's Pricing Procedures,'

51.6 Insert a new clause 51.6:

'In addition to any other legal rights and remedies of the *Employer*, with the exception of when the *Consultant* is novated to a contractor under the *conditions of contract*, whenever any sum of money is recoverable from or payable by the *Consultant* under this contract that sum may be deducted from any sum then due, or which at any time thereafter becomes due to the *Consultant* under this contract provided that

the *Employer* notifies the *Consultant* in writing not later than three days before the final date for payment of the amount to be paid and the basis on which it is calculated.'

6 Compensation events

63.10 At the end of the sentence add:

'Rates for subconsultant staff are calculated by applying the *Uplift Percentage* to the subconsultant's proposed rate. Unless the *Employer* otherwise agrees, proposed rates must not exceed the relevant regionally adjusted People Rates for the applicable role and seniority stated in the relevant table of the Framework Commercial Model. If the *Employer* and *Consultant* do not agree on the rate to be used, the *Employer* assesses the rate based on the *staff rates*. The agreed or assessed rate becomes the *staff rate* for that designation of person.'

63.19 Insert a new clause 63.19:

'The *Employer* and *Consultant* may agree rates or lump sums to assess the change to Prices or Prices for new items in the Task price list. If the *Employer* and *Consultant* do not agree on the rate or lump sum to be used, the *Employer* assesses the rate or lump sum based on the *staff rates*.'

8 Indemnity insurance and liability

81.1 Amend the insurance table:

delete the words 'and care normally used by professionals' in the first insurance of the Insurance Table and replace with:

' , care and diligence normally used by competent and appropriately qualified professionals experienced in'

83 Insert a new clause 83: **Insurance policies**

83.1 'Before the *starting date* and on each renewal of the insurance policy until the *defects date*, the *Consultant* submits to the *Employer* for acceptance certificates which state that the insurance required by the contract is in force. After the *defects date* and on each renewal of the insurance policy until the end of the periods stated in the Contract Data for which insurance is to be maintained, the *Consultant* submits to the *Employer* for acceptance certificates which state that insurance required by this contract is in force. The certificates are signed by the *Consultant's* insurer or insurance broker. The *Employer* accepts the policies and certificates if the insurance complies with the contract and if the insurer's commercial position is strong enough to carry the insured liabilities. The *Employer's* acceptance of an insurance certificate provided by the *Consultant* does not change the responsibility of *Consultant* to provide the insurances stated in the Contract Data.

83.2 The Parties comply with the terms and conditions of the insurance policies which they are a Party.'

84 Insert a new clause 84:

If the Consultant does not insure

84.1 'The *Employer* may insure an event or liability which the contract requires the *Consultant* to insure if the *Consultant* does not submit a required certificate. The cost of this insurance to the *Employer* is paid by the *Consultant*.'

85 Insert a new Clause 85:

Insurance by the Employer

85.1 'The *Employer* submits certificates for insurance provided by the *Employer* to the *Consultant* for acceptance before the *starting date* and afterwards as the *Consultant* instructs. The *Consultant* accepts the certificates

if the insurance complies with the contract and if the insurer's commercial position is strong enough to carry the insured liabilities.

85.2 The *Consultant's* acceptance of an insurance certificate provided by the *Employer* does not change the responsibility of *Employer* to provide the insurances stated in the Contract Data.

85.3 The *Consultant* may insure an event or liability which the contract requires the *Employer* to insure if the *Employer* does not submit a required certificate. The cost of this insurance to the *Consultant* is paid by the *Employer*.'

90.5 Insert a new clause 90.5:

The Public Contracts Regulations 2015

90.5 'The *Employer* may terminate the *Consultant's* obligation to Provide the Service if any of the provisions of regulation 73(1) of The Public Contracts Regulations 2015 apply.

If the *Employer* terminates under the provisions of regulation 73(1)(b) of the Public Contracts Regulations 2015 as a result of information not disclosed by the *Consultant* at the Contract Date, the procedures and amounts due on termination are the same as if the *Consultant* has substantially failed to comply with his obligations.

If the *Employer* otherwise terminates under the provisions of regulation 73(1) of the Public Contracts Regulations 2015, the procedures and amounts due on termination are the same as if the *Employer* no longer requires the services.

90.6 The *Consultant* does not appoint a Subconsultant or supplier if there are compulsory grounds for excluding the Subconsultant or supplier under regulation 57 of the Public Contracts Regulations 2015.

90.7 The *Consultant* includes in any subcontract awarded by him provisions requiring that:

- payment due to the Subconsultant or supplier under the subcontract is made no later than 30 days after receipt of a valid and undisputed invoice, unless this contract requires the *Consultant* to make earlier payment to the Subconsultant or supplier;
- invoices for payment submitted by the Subconsultant or supplier are considered and verified by the *Consultant* in a timely fashion, undue delay in considering and verifying invoices is not sufficient justification for failing to regard an invoice as valid and undisputed; and
- any contract awarded by the Subconsultant or supplier for work included in this contract includes provisions to the same effect as these provisions.'

Z2.0 Secondary Option Clause amendments

None

Z3.0 Statutory Clause amendments

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

Y2.2 delete clause and replace with the following:

The date on which a payment becomes due is the later of;

- the date of receipt by the Party making payment of an invoice, issued in accordance with these conditions of contract, and
- fourteen days after the assessment date.

The date on which the final payment becomes due is the later of;

- the date of receipt by the Party making payment of an invoice, issued in accordance with these conditions of contract, and
 - if the *Employer* makes an assessment after the defects date or the date the last Defect is corrected, six weeks after the defects date or the date the last Defect is corrected, whichever is the later,
 - if the *Employer* does not make an assessment after the defects date or the date the last Defect is corrected, two weeks after the Consultant issues its assessment, or
 - if the *Employer* has issued a termination certificate, fifteen weeks after the issue of the certificate.

The final date for payment is seven days after the date on which payment becomes due, or a different period for payment if stated in the Contract Data.

The *Employer's* certificate is the notice of payment specifying the amount due at the payment due date (the notified sum, which may be zero) and stating the basis on which the amount was calculated. If the *Employer* does not make an assessment after the defects date or the date the last Defect is corrected, the *Consultant's* assessment is the notice of payment.

Contract Data: Part Two – Data provided by the *Consultant*

Statements given in all contracts:

- The *Consultant* is

Name: **Perfect Circle JV Ltd**

Address: **Halford House, Charles Street, Leicester, LE1 1HA**

Telephone: **0345 045 0050**

Mobile: **REDACTED**

E-mail address: **REDACTED**

- The *key people* are

Name

REDACTED

Job

Client Account Manager

Responsibilities

Client Care and overall responsibility for service delivery

Qualifications

Director

Experience

Name

Job

Responsibilities

Qualifications

Experience

The Lead Partner is

Gleeds Cost Management Ltd

- The *staff rates* are

category of person:

Project Management & Quantity Surveying	Hourly Rate** (£)
Technical Director	REDACTED
Associates/Principal Consultant	REDACTED
Senior Consultant	REDACTED
Consultant	REDACTED
Senior Technician	REDACTED
Technician/Graduate	REDACTED

Commercial Surveying	Hourly Rate** (£)
Technical Director	REDACTED
Associate/Principal Consultant	REDACTED
Senior Consultant	REDACTED
Consultant	REDACTED
Senior Technician	REDACTED
Technician/Graduate	REDACTED

Architectural Design, Mechanical Engineer, Electrical Engineer, Structural Engineer & Building Surveying	Hourly Rate** (£)
Technical Director	REDACTED
Associate/Principal Consultant	REDACTED
Senior Consultant	REDACTED
Consultant	REDACTED
Senior Technician	REDACTED
Technician/Graduate	REDACTED

** Unless the Employer agrees otherwise, the staff hourly rates must not exceed the equivalent, annually adjusted 'People Rate with expenses' stated in the Framework Commercial Model. *The People Rates will be adjusted annually on the anniversary of the Framework Agreement i.e., 5th January.*

Optional Statements

If the *Consultant* states any expenses

The *expenses* stated by the *Consultant* are (Only include expenses and disbursements not listed in the Commercial Inclusions Table of the Framework Agreements Pricing Procedures)

Item***	amount
None	

*** No expenses are to be included for Prime Core or Core Services covered as defined in the Framework Agreement and included in the Charges and Uplift Percentages stated in the Framework Commercial Model.

If Option G is used

The *task schedule* is in the Service Request Form annexed to this contract

- The *Employer Proposed Appointment Charge*
to be used in the *task schedule* is **£0.00**
- The *Uplift Percentage* is **as stated in Task Orders**

**** Must not exceed the rates stated in the Framework Commercial Model.

If Option Y(UK)1 is used

- ~~The project bank is~~
- ~~named suppliers are~~

If Z4.0 Information Modelling is used

If an Information Execution Plan is identified in the Contract Data	The Information Execution Plan identified in the Contract Data is to be provided within one month of the Contract Date
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Annex 1 – Service Request Form