

SERVICE DELIVERY AGREEMENT

(NEC PROFESSIONAL SERVICES CONTRACT)

This is a Service Delivery Agreement as defined in the Framework Agreement made between Scape Procure Limited (1) and [REDACTED] dated 29th January 2021 (the 'Agreement'). Except where the context otherwise requires, all terms defined in the Framework Agreement shall have the same meaning in this Service Delivery Agreement.

THIS AGREEMENT is made on 23/5/2025

BETWEEN

1. the Client

Address for communications

Telephone

Address for electronic communications

2. the Consultant

Address for communications

Telephone

Address for electronic communications

FOR THE SERVICES OF

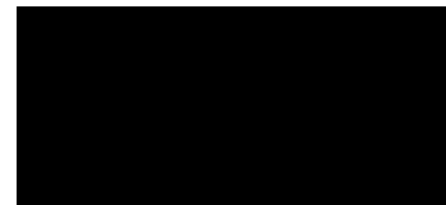
Civil Engineering, Geotechnical Engineering, Non-Core

Commission Name

Helpston Detailed Design

Commission No.

6301



Introduction

NEC Professional Services Contract – Option A or C

This Model Delivery Agreement incorporates the NEC 4th edition Professional Services Contract June 2017 (the **NEC Professional Services Contract**) with January 2019 and October 2020 Amendments.

Any subsequent amendments to the NEC Professional Services Contract shall apply to this Model Delivery Agreement, if agreed in writing by Scape and the Partner, but shall only be incorporated into Delivery Agreements executed after such amendments are published and their inclusion has been agreed accordingly with SCAPE.

The following rules apply to the incorporation of clauses into a Delivery Agreement:

- a) The contract clauses are varied by the incorporation of option clauses, or a Z clause.
- b) The Client has sole discretion to the choice of Contract Option and Secondary options as noted above

Whereas:

This Delivery Agreement is made pursuant to the Framework Agreement dated 29th January 2021 made between Scape Procure Limited and the Consultant (the 'Framework Agreement') and incorporates those provisions of the Model Delivery Agreement set out in the Framework Agreement.

When using this Delivery Agreement, the Partner (as stated in the Framework Agreement) is the party named as 'consultant'.

IT IS AGREED as follows:

1. The **Consultant's** Obligations

The Consultant provides the services and complies with his obligations, acting as the Consultant in accordance with the conditions of contract set out in the Contract Data herein.

2. The **Client's** Obligations

The Client pays the amount of money and complies with its obligations in accordance with the conditions.



The *Consultant's* Offer and *Client's* Acceptance

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

The offered total of the Prices is

Leave blank if time charges are to be applied

Contract Data and Service Information

Information provided by the Parties

The following details the Contract Data and associated Scope / Service information which is provided by the parties for this Delivery Agreement and Appended for execution.

The Main Contract Data must be completed in full and uploaded using **ONLY** the standard template provided by Scape'.

Main Contract Data:

General Project Information,
Clauses Applicable to Main Options and Secondary options where applicable,
Data Pertaining to Optional (X) Clauses,
Y Clauses and Z Clauses where applicable.



Contract Data Provided by the Client:

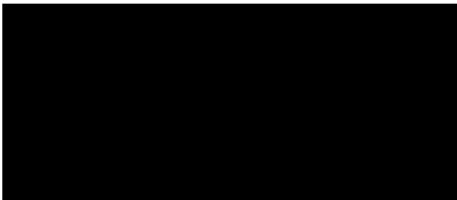
Contract Data Provided by the Consultant:

Additional Contract Data provided by the parties.

One or more files may be attached in each section of the table below.
Please itemise and upload in the order you wish documents to be appended.

Ref	Item Description	Attach
001	Service Request Proposal	
002	Detailed Design and Principal Designer 2025-05-06 - NEC4.pdf	

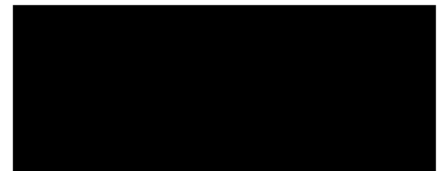
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Contract Data and Service Information

Additional Contract Data provided by the parties.
One or more files may be attached in each section of the table below.
Please itemise and upload in the order you wish documents to be appended.

Ref	Item Description	Attach

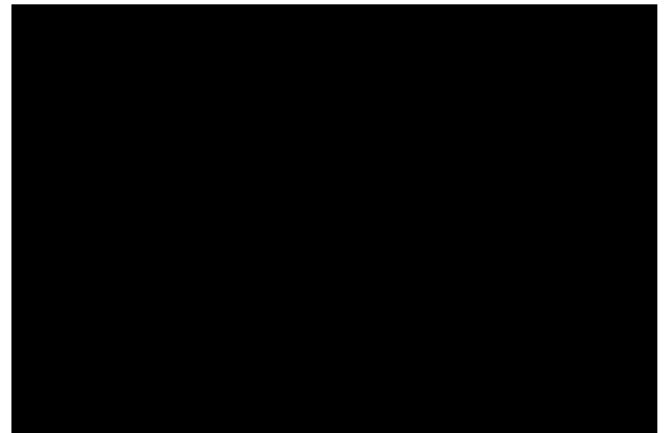


[The execution details for the Client below are an example intended for use with DocuSign and may be amended by the Client to suit their normal practice, if required. If the Client chooses to sign the Agreement on paper, only this page should be returned by upload using the DocuSign Print and Sign function]

Executed as a simple contract (under hand) for and on behalf of



by



X Executed as a simple contract (under hand) for and on behalf of



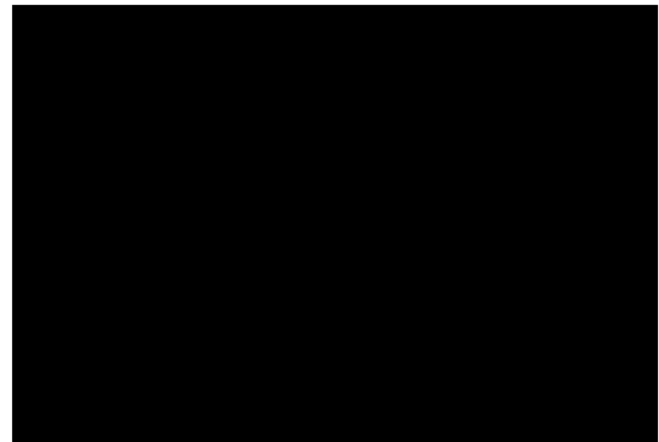
by

OR

Executed as a simple contract (under hand) by
as attorney for



under a power of attorney
dated





Contract Data: Part One – Data provided by the Client

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 Professional Services Contract June 2017 with January 2019, October 2020 and January 2023 amendments.

Main Option **A** Option for resolving and avoiding disputes **W2**

Secondary Options **X1, X2, ~~X5~~, ~~X8~~, X9, ~~X10~~, X11, X18, ~~X29~~, Y(UK)2, Y(UK)3 & Z**

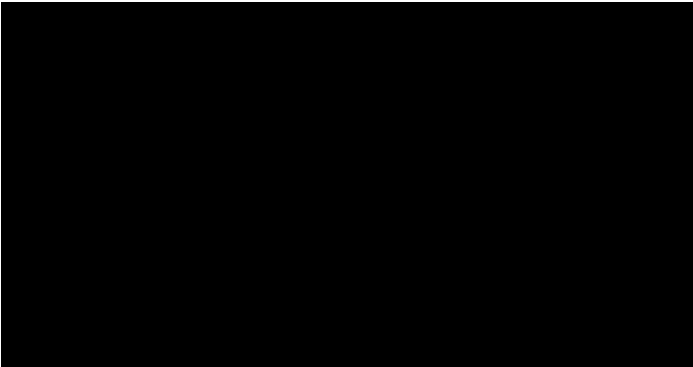
‘[]’ may apply

The *service* is

Detailed design for the Helpston Landfill Remediation, in addition to Principal Designer role (CDM Regulations) and ecological survey.

The *Client* is

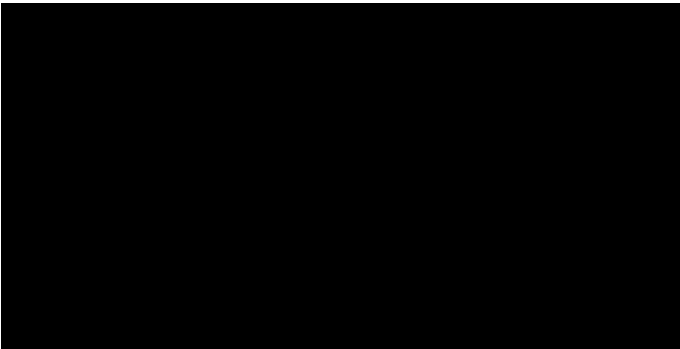
Name
Address for communications



Telephone
Address for electronic communications

The *Service Manager*¹ is

Name
Address for communications

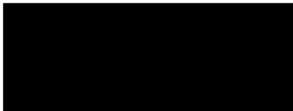


Telephone
Address for electronic communications

The Scope is in

The Service Request Form annexed to this contract

¹ The Service Manager is not the Lead Partner. This is the Project Manager appointed by the Client to manage this Delivery Agreement on its behalf.



The *language* of this contract is

English

The *law* of this contract is law of

England and Wales

The *period for reply* is

2 weeks

except that

• The *period for reply* for

N/A

is

N/A

• The *period for reply* for

N/A

is

N/A

The *period for retention* is

6

years following Completion or earlier termination

Optional clause

13.10 – electronic communication **does** apply².

The following matters will be included in the Early Warning Register

None identified at contract start. To be monitored during the project.

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

monthly

2. The **Consultant’s** Main Responsibilities

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

The *key dates* and *conditions* to be met are

condition to be met

(1) None

key date

If Option A is used

The *Consultant* prepares forecasts of the total *expenses* at intervals no longer than

4 weeks

3. Time

The *starting date* is

27/05/2025

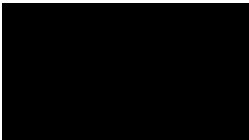
The *Client* provides access to the following persons, places and things

access

(1) access to relevant areas of the building/project

27/05/2025

² See additional conditions of contract below.
Scape Consultancy Framework - Infrastructure Consultancy Rev Q (Apr 2025)



	(2)	all available record information, including statutory approvals, consents, drawings, reports and maintenance information	27/05/2025
	(3)		
		The <i>Consultant</i> submits revised programmes at intervals no longer	than monthly, unless there are no changes to the latest submitted programme
If the <i>Client</i> has decided the completion date for the whole of the <i>services</i>		The <i>completion date</i> for the whole of the <i>services</i> is	31/12/2026
If no programme is identified in part two of the Contract Data		The period after the Contract Date within which the <i>Consultant</i> is to submit a first programme for acceptance is	2 weeks

4. Quality Management

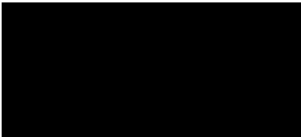
	The period after the Contract Date within which the <i>Consultant</i> is to submit a quality policy statement and quality plan programme for acceptance	2 weeks
	The period between the Completion of the whole of the <i>service</i> and the <i>defects date</i> is	52 weeks

5. Payment

	The <i>currency</i> of the contract is the	pound sterling
	The <i>assessment interval</i>	monthly
If the <i>Client</i> states any <i>expenses</i>	The <i>expenses</i> stated by the <i>Client</i> are	
	item	amount
	None	None
	The <i>interest rate</i> is	
	3	% per annum (not less than 2) above the
	base	rate of the Bank of England bank

6. Compensation Events

If there are additional compensation events	These are the additional compensation events
	N/A



8. Liabilities and insurance

If there are additional *Client's* liabilities

These are the additional *Client's* liabilities

(1)	none
(2)	

The minimum amount of cover and the periods for which the *Consultant* maintains insurance are

EVENT	MINIMUM AMOUNT OF COVER	PERIOD FOLLOWING COMPLETION OF THE WHOLE OF THE SERVICES OR EARLIER TERMINATION
The <i>Consultant's</i> failure to use the skill, care and diligence normally used by competent and appropriately qualified professionals providing services similar to the <i>service</i>	██████████ in respect of each and every claim, or series of claims arising out of the same original cause or source, with lower annual and/or annual aggregate limits of cover in respect of claims relating to pollution, contamination and similar where such limited cover is the norm	6 years
Loss of or damage to property and liability 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	██████████ on an 'each and every claim' basis without limit to the number of claims	6 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 the contract	The greater of the amount required by the applicable law and ██████████ * on an 'each and every claim' basis without limit to the number of claims	6 years

*to be agreed with the *Client* on a commission specific basis

If the *Client* is to provide any of the insurance stated in the Insurance Table

The *Client* provides the following insurances from the Insurance Table

(1) Insurance against	Not applicable
Minimum amount of cover is	
The deductibles are	
(2) Insurance against	
Minimum amount of cover is	
The deductibles are	



If additional insurance is 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	
Minimum amount of cover is	
The deductibles are	

The *Consultant* provides these additional insurances

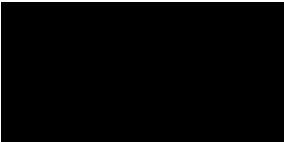
(1) Insurance against	None
Minimum amount of cover is	
The deductibles are	
(2) Insurance against	
Minimum amount of cover is	
The deductibles are	

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

	in the aggregate
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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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Resolving and avoiding disputes

The *tribunal* is **the Courts of England and Wales**

If Option W1 or 2 is used The *Senior Representatives* of the *Client* are

Name & Title (1)	
Address for communications	
Telephone	
Address for electronic communications	

Name & Title (2)	
Address for communications	
Telephone	
Address for electronic communications	

Name & Title (3)	
Address for communications	
Telephone	
Address for electronic communications	

The *Adjudicator* is

Name	Not named
Address for communication	N/A
Telephone	N/A
Address for electronic communications	N/A

The *Adjudicator nominating body* is **the Royal Institution of Chartered Surveyors**

X1 Price Adjustment for Inflation (used only with Options A and C)

If Option X1 is used

- The *index* is the Framework index: the BCIS Labour Cost Index published by the Building Cost Information Service of the Royal Institution of Chartered Surveyors.
- The *base date* for indices is **5th January³**

³ This is the latest anniversary of the Framework Effective Date (5th January 2021), prior to the *Contract Date*.



X2 Changes in the Law

If Option X2 is used The *law of the project* is the law of England and Wales

X5 Sectional Completion

If Option X5 is used ~~The completion date for each section of the service is [insert sectional completion details below] or [N/A]~~

section	description	completion date
(1)		
(2)		
(3)		
(4)		

X8 Undertaking to Others

If Option X8 is used The *undertakings to the Client and Others* are provided to

The Client: To be provided by Subconsultants in the form set out in the Framework Agreement.
Others: To be agreed on a commission specific basis

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 *Consultant* is to submit a first Information Execution Plan for acceptance is

Not applicable

X18 Limitation of liability

If Option X18 is used The *Consultant's* liability to the *Client* for indirect or consequential loss for all matters other than Cladding Claims is limited to:

The *Consultant's* liability to the *Client* for Defects that are not found until after the *defects date* is limited to

<div></div> <p>The <i>Consultant's</i> liability to the <i>Client</i> for indirect or consequential loss or for any cost of decamping and rehousing in respect of Cladding Claim is excluded⁴.</p>
<div></div>

⁴ The *Consultant* is not liable to the *Client* for indirect or consequential loss or for any cost of decamping and rehousing in respect of Cladding Claims.



The *end of liability date* is **six (6)** years after Completion of the whole of the services

***To be agreed on a commission specific basis⁵

Y(UK)1 Project Bank Account

Charges made and interest paid by the project bank

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

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

If Option 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

7

 days after the date on which payment becomes due **i.e. The total period for payment after receipt of invoice is 21 days⁶**

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

If Y(UK)3 is used	term	beneficiary
	None	None

⁵ It is essential to ensure that the caps under Option X18 match those provided by the Supply Chain i.e. if necessary, reduced from £5 million to lower levels offered by Supply Chain. This must be agreed in advance with the *Client* at Service Request stage.

⁶ [REDACTED] is required to pay its Supply Chain promptly. As a consequence, the Client is requested to pay Perfect Circle within the 21 days stated in the Delivery Agreement and not seek to amend the payment terms.

Z: The additional conditions of contract are:

The *additional conditions of contract* are

1. General

11.2 (2) Insert a further bullet point:

- 'Provided or procured all X8 Undertakings which the *Consultant* is obliged under this contract to provide or procure'

The following clauses apply to Option A Delivery Agreements only

11.2(16) At the end of the sentence add:

'less Disallowed Cost.'

11.2(18) Insert a new clause 11.2(18):

'Disallowed Cost is cost which;

- is included within the Commercial Inclusions Tables contained in the Pricing Procedures of the Framework Agreement,
 - is not justified by the *Consultant's* accounts and records,
 - should not have been paid to the Subcontractor 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 *Service Manager* 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 Client 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,
 - resources 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(24) Insert a new clause 11.2(24):

'Framework Agreement' is the framework agreement between Scape Procure Limited and the *Consultant* dated 29th January 2021. Terms defined in the Framework Agreement have the same meanings in this Contract unless a contrary intention is apparent.'

11.2(25) Insert a new clause 11.2(25):

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

-
- 11.2 (26) Insert a new clause 11.2(26):
- ‘Data Protection Legislation means:
- i. the UK GDPR (as that term is defined in the Data Protection Act 2018) and any applicable national implementing laws as amended from time to time; and
 - ii. all applicable law about the processing of personal data and privacy.’
- 11.2 (27) Insert a new clause 11.2(27):
- ‘Data Subject has the meaning given to it in the Data Protection Legislation.’
- 11.2 (28) Insert a new clause 11.2(28):
- ‘Personal Data has the meaning given to it in the Data Protection Legislation.’
- 11.2 (29) Insert a new clause 11.2(29):
- ‘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 Client*’ 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.’
- 13.10 Insert a new clause, 13.10:
- ‘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 13.10 may be deleted at the Client’s 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 *Service Manager* 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

19.1 Both Parties will comply with all applicable requirements of the Data Protection Legislation. These clauses are in addition to, and do not relieve, remove or replace, each Party's obligations as "controller" or "processor", as the case may be, under (and within the meaning of) the Data Protection Legislation.

19.2 The *Consultant* warrants that it has complied, and shall continue to comply, with the requirements of the Data Protection Legislation and all other data protection legislation in any jurisdiction relevant to the exercise of its rights or the performance of its obligations under this Contract.

19.3 As between themselves, the Parties agree that they are each an independent Data Controller in relation to the Personal Data processed under this Agreement.

19.4 In respect of any Personal Data to be processed by the Parties in the provision of the services as a Data Controller, the Parties shall;

19.4.1 ensure that they only process such Personal Data in connection with the services and for no other purposes; and

19.4.2 ensure that they provide sufficient notices to affected data subjects.

19.5 The Parties do not anticipate that either shall process Personal Data as a Data Processor on behalf of the other under this Agreement. In respect of any Personal Data to be processed by either Party pursuant to this Agreement as a Data Processor for which the other Party is the Data Controller ("Controller Personal Data"), the Parties will (acting reasonably) enter into a mutually agreed form of Data Processing Agreement ("DPA") on, or prior to, the commencement of such processing."

2. The Consultant's main responsibilities

20.2 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*.'

20.6 Insert a new clause 20.6:

'The *Consultant* checks the Scope provided by the *Client* 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 *Client's* Scope with no discrepancy. Where there is ambiguity, inconsistency or conflict between these documents the *Client's* Scope will prevail.'

20.7 Insert a new clause 20.7:

'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.'

23.5 Insert a new clause 23.5:

'The *Consultant*, in relation to any subletting 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 Undertakings (collateral warranties) in favour of the *Client* 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 *Service Manager* 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.'

23.6 Insert a new clause, 23.6:

'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 falling 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.'

27 Insert a new clause 27:

'The *Consultant* shall enter a novation agreement in the form specified in the Framework Agreement with the *Client'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 *Service Manager* the *collateral warranty agreement* in favour of the *Client*, but with such amendments as the *Consultant*, *Client* and *Client's* contractor may agree, such agreement not to be unreasonably withheld or delayed.'

5. Payment

51.6 Insert a new clause 51.6:

'In addition to any other legal rights and remedies of the *Client*, 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 *Service Manager* 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.'

53.3 In the first line replace the word 'contact' with

‘contract’

6 Compensation events

The following amendment applies to Option A Delivery Agreements only

63.13 After the first sentence add:

‘Unless the *Service Manager* otherwise agrees, proposed rates must not exceed the relevant regionally adjusted ‘People Rates with expenses’ for the applicable role and seniority stated in the relevant table of the Framework Commercial Model.’

8 Liabilities and insurance

83.3 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’

9 Termination

91.9 Insert a new clause 91.9:

The Public Contracts Regulations 2015

‘The *Client* 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 *Client* 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 (R11).

If the *Client* otherwise terminates under the provisions of regulation 73(1) of the Public Contracts Regulations 2015, the termination procedure followed is P1 and the amounts due on termination are A1 and A3.’

X10 Information Modelling

X10.7 (2) delete ‘and care normally used by professionals’ and add the following:

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

X29 Climate Change

OPTION X29: Climate Change

X29.1 (1) The Climate Change Requirements are the requirements relating to climate change stated in the Scope.

(2) The Climate Change Plan is the *climate change plan* or is the latest climate change plan accepted by the *Service Manager*. The latest climate change plan accepted by the *Service Manager* supersedes previous Climate Change Plans.

(3) The Climate Change Partners are the people or organisations who contribute to the achievement of the Climate Change Requirements and are identified in the Climate Change Requirements.

(4) The Performance Table states the targets the Consultant is to achieve in Providing the Service and sets out the adjustment to payment if a measured performance is higher, the same or lower than its target. The Performance Table is the performance table unless later changed in accordance with the contract.

- X29.2 The Consultant collaborates with other Climate Change Partners as stated in the Climate Change Requirements.
- X29.3 The *Consultant* and the *Service Manager* give an early warning by notifying the other as soon as either becomes aware of any matter which could adversely affect the achievement of the Climate Change Requirements.
- X29.4 (1) If a climate change plan is not identified in the Contract Data, the *Consultant* submits a first climate change plan to the Service Manager for acceptance within the period stated in the Contract Data.
- (2) The Climate Change Plan shows how the Consultant plans to meet the Climate Change Requirements.
- (3) Within two weeks of the *Consultant* submitting a climate change plan for acceptance, the *Service Manager* notifies the *Consultant* of the acceptance of the climate change plan or the reasons for not accepting it. A reason for not accepting a climate change plan is that
- it does not comply with the Climate Change Requirements or
 - it will not allow the *Consultant* to Provide the Service.
- (4) The *Consultant* submits a revised climate change plan to the *Service Manager* for acceptance
- within the *period for reply* after the *Service Manager* has instructed it to and
 - when the *Consultant* chooses to.
- X29.5 The Parties may use, disclose and publicise information relating to climate change as stated in and for the purposes stated in the Climate Change Requirements.
- X29.6 Quotations for accepting Defects include any proposed changes to the Performance Table. If the quotation is accepted the *Service Manager* changes the Performance Table accordingly.
- X29.7 (1) For compensation events notified by the *Service Manager* that only affect the Performance Table, the *Service Manager* instructs the *Consultant* to submit quotations if the event does not arise from a fault of the *Consultant* at the time of the notification of the compensation event.
- (2) If the *Consultant* does not notify a compensation event within eight weeks of becoming aware that the event has happened, the Performance Table is not changed unless the event arises from the *Service Manager* giving an instruction or notification or changing an earlier decision.
- (3) If a compensation event notified by the *Consultant* only affects the Performance Table the *Service Manager* Notifies the *Consultant* that the event is a compensation event and includes in the notification an instruction to the *Consultant* to submit quotations unless the event
- arises from a fault of the *Consultant*,
 - has not happened and is not expected to happen,
 - has not been notified within the timescales set out in these conditions of contract, or
 - is not one of the compensation events stated in the contract
- in which case the *Service Manager* notifies the *Consultant* that the Performance Table is not to be changed and states the reasons in the notification. The notification is issued within one week of the *Consultant's* notification of the compensation event.
- X29.8 Quotations for compensation events include proposed changes to the Performance Table assessed by the *Consultant*.
- X29.9 (1) A change to the Performance Table is assessed as the effect of the compensation event upon the targets, amounts and dates stated in the Performance Table.
- (2) The rights the *Client* and the *Consultant* have in respect of a compensation event include the right to changes to the Performance Table.
- (3) A compensation event which is an instruction to change the Scope in order to resolve an ambiguity

or inconsistency is assessed as if the Performance Table were for the interpretation most favourable to the Party which did not provide the Scope.

X29.10 When a compensation event is implemented the Performance Table is changed accordingly.

X29.11(1) The *Consultant* may propose to the *Service Manager* that the Scope is changed in order to reduce the impact of the service or the results of the service on climate change. The *Service Manager* considers the change and if it is of interest instructs

- a change to the Scope or
- the *Consultant* to submit a quotation for a proposed change to the Scope.

X29.12 (1) From the starting date until the end of the Service Period, the *Consultant* reports to the Service Manager its performance against the targets in the Performance Table. Reports are provided at the intervals stated in the Performance Table.

(2) If the Consultant's performance against a target in the Performance Table is not achieving or is forecast not to achieve the performance target stated, it submits to the *Service Manager* for acceptance its proposals for improving performance.

A reason for not accepting the proposals is that they will not provide the improvement in performance needed to achieve the target in the Performance Table.

(3) At the dates stated in the Performance Table,

- if the relevant performance does not meet the target stated in the Performance Table, the *Consultant* pays the amount stated in the Performance Table,
- if the relevant performance exceeds or meets the target stated in the Performance Table, the *Consultant* is paid the amount stated in the Performance Table.

(4) Information in the Performance Table is not Scope.

X29.13 An excluded matter is the amounts stated in the contract as payable by the *Consultant* in accordance with the Performance Table.

Resolving and Avoiding Disputes

Option W2

Clause W2.3(2) The final two sentences of Clause W2.3(2) are deleted.

Clause W2.3(4) Clause W2.3(4) is deleted and replaced by

‘(4) The Adjudicator decides the procedure and timetable to be followed in the adjudication. In doing so the Adjudicator may

- take the initiative in ascertaining the facts and the law related to the dispute and
- instruct a Party to take any other action within a stated time which is necessary to reach a decision.’

Clause W2.3(8) The final sentence of W2.3(8) is deleted and replaced by

‘The Adjudicator may in the decision

- review and revise any action or inaction of the Service Manager related to the dispute,

- alter a matter which has been treated as accepted or correct and
- allocate the Adjudicator's fees and expenses between the Parties.'

Z1.0 Secondary Option Clause amendments

OPTION X1: Price adjustment for inflation

X1.1 Defined Terms

Delete clause and replace with the following:

(a) The **People Rates Prices** are those lump sum prices for each of the activities on the Activity Schedule that are derived from the People Rates (or alternative rates agreed for inclusion during the establishment of the Prices).

(b) The **Price Adjustment Factor (PAF)** at each anniversary of the Framework Effective Date, 5th January 2021, is equal to $(L-B)/B$ where L is the latest value of the Framework index and B is the value of the Framework index applicable at the *base date*.

(c) The **Annual Price Adjustment Amount** is the amount for price adjustment for the upcoming year, calculated at each Framework anniversary by applying the PAF to the contracted remaining value for the People Rates Prices for the upcoming year.

X1.2 Price Adjustment Factor Delete clause.

X1.3 Price adjustment Option A

Delete clause and replace with the following:

Only the People Rates Prices will be subject to price adjustment. The Annual Price Adjustment Amount will be apportioned as applicable throughout the year, to amounts due for the People Rates Prices.

Each amount due for services related to the People Rates Prices following a Framework anniversary includes an amount for price adjustment which is the sum of

- the change in the Price for Services Provided to Date since the last assessment of the amount due multiplied by the PAF calculated at the latest Framework anniversary and
- the amount for price adjustment included in the previous amount due.

The *PSC fee percentage* and fixed fees paid to Subconsultants (derived from *external rates⁷ - identified as External Consultancy) are not subject to price adjustment.

X1.4 Price adjustment Option C Delete clause.

X1.5 Compensation Events

Delete clause and replace with the following;

⁷ *External Rates = Fixed fees established via a Client Proposed Organisation (CPO), Competitive Tender (CT), Benchmarking (BM) or a Client Preferred Supplier CPS)



Any quotations for compensation events notified during the upcoming year will apply the latest Framework rates and therefore the Prices for these activities will be excluded from the price adjustment calculations during that year.

Z2.0 People Rates

Insert new clause Z2.0: People Rates

Z2.1 The People Rates will be adjusted annually on 5th January, in accordance with the indexation provisions of the Framework Agreement. This is based on the BCIS Labour Cost Index. Any quotations for compensation events will apply the latest People Rates.

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

1. General

The *Consultant* is
Name

Address for communications

Telephone
Mobile
Address for electronic communications

The *fee percentage* is

%

The *key persons* are
Name (1)

Job

Responsibilities

Qualifications

Experience

Name (2)

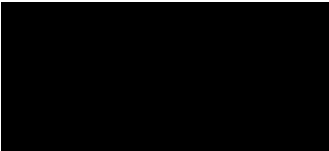
Job

Responsibilities

Qualifications

Experience

The Lead Partner is



2. Payment

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	None

*Under an Option A contract, no *expenses* are to be included for Prime Core or Core Services covered as defined in the Framework Agreement’s Pricing Procedures and included in the Charges, People Rates with expenses and *fee percentages* stated in the Framework Commercial Model.

If Option A or C is used The *activity schedule* is used

The tendered total of the Prices is

In the Service Request Form annexed to this contract

A detailed breakdown of the Prices and an invoice drawdown schedule is provided in the Service Request Form annexed to this contract.

3. Resolving and avoiding disputes

The *Senior Representatives* of the *Consultant* are

Lead Partner

Address for communications

Telephone

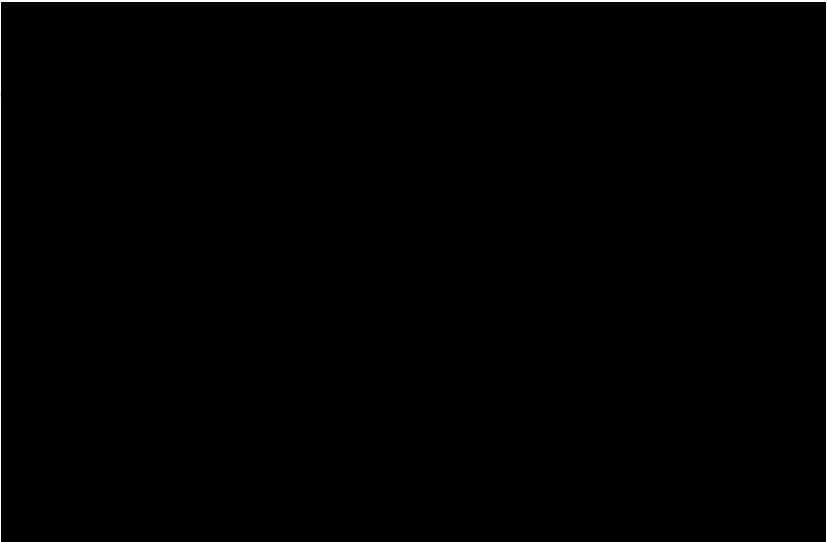
Address for electronic communications

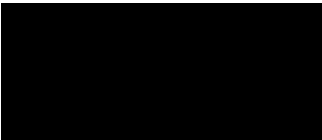
Perfect Circle JV Ltd

Address for communications

Telephone

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	N/A
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X29 Climate Change

If Option X29 is used	The <i>performance table</i> is in	Not applicable
If no <i>climate change plan</i> is identified in part two of the Contract Data	The period after the Contract Date within which the <i>Consultant</i> is to submit a first climate change plan for acceptance is	Not applicable

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

The *people rates* are



****Unless the *Client* agrees otherwise, *people rates* must not exceed the ‘People rates with expenses’ applicable to the role and seniority stated in the Framework Commercial Model.**

The Client Proposed Appointment Charge is £

*****Unless the *Client* agrees otherwise, the charge must not exceed the rate stated in the Framework Commercial Model.**



Annex 1 – Service Request Form