

**Contract document**  
PSC 3<sup>rd</sup> Ed.

<b>Contract for:</b>	Condition and Design Assessment – Thorne Moor, Doncaster
<b>Project Ref:</b>	project_25593 As part of LIFE+ Project That's' Life (LIFE13/NAT/UK000451)

**Non Returnable  
Documents**

Contents  
Contract data  
Scope

Prepared by: Defra  
Date: 24<sup>th</sup> January 2019  
Version: 02

The *Employer* is  
**Natural England**  
**Foss House, Kings Pool,**  
**1-2 Peasholme Green,**  
**YORK,**  
**YO1 7PX**

**Non-Returnable documents**  
PSC 3<sup>rd</sup> Ed.

**Section 1**  
**Contents**

Section 1 - Document summary and contents

<b>Document summary</b>			
	<b>Section</b>	<b>Title</b>	<b>Description</b>
<b>Non-Returnable Documents</b>	1	Document summary and contents list	A guide to the documents and 'tendering' arrangements.
	2	Contract data part one	Data (supplied by the <i>Employer</i> ) required by the conditions of contract specific to this contract.
	3	Scope	The specification and description of the services and constraints on how the <i>Supplier</i> is to provide the services.
<b>Returnable Documents</b>	4	Document summary and contents list	A guide to the tender documents
	5	Contract data part two	Data (supplied by the <i>Supplier</i> ) required by the conditions of contract specific to this contract.
	6	Pricing data	The <i>activity schedule</i> Option A. Risk register The risk budget
	7	Consultant's schedules	Information required with the tender and the <i>Supplier's</i> technical offer. Includes certificates for completion and return with the tender.

Appendix

## Data provided by the *Employer*

Condition and Design Assessment – Thorne Moor, Doncaster	
<b>1. General</b>	
•	The conditions of contract are a) the core clauses and the clauses for the Options set out below of the NEC3 Professional Services Contract (June 2005) and amended by June 2006 and September 2011 in conjunction with b) agreement reference 9Y8C – TM97UR Property & Design Specification Services. In the event of a conflict between terms, the terms cited under a) above shall apply.
A:	Priced contract with activity schedule
W2:	Dispute Resolution Procedure (use when Housing Grants, Construction and Regeneration Act 1996 applies)
X1:	Not used
X2:	Changes in the law
X3:	Not used
X4:	Not used
X5:	Not Used
X6:	Not used
X7:	Not used
X8:	Not used
X9:	Transfer of rights
X10:	Not used
X11:	Termination by the <i>Employer</i>
X12:	Not used
X13:	Not Used
X18:	Limitation of liability
X20:	Not used
	Y(UK)2 The Housing Grants Construction and Regeneration Act 1996 as amended by the Local Democracy, Economic Development and Construction Act 2009
	Y(UK)3 The Contracts (Rights of Third Parties) Act 1999
	A Contract Risk Register will be maintained to record early warnings and compensation events. An example of the form of register to be used will be sent to the Agency PM for agreement prior to issue.
Z:	The Additional conditions of contract are in point 10. Option Z
•	<p><b>The services are:</b></p> <p>Design review and non-intrusive site inspection of the recently constructed flow control structures at Thorne Moor, Humberhead prior to handover to Natural England.</p> <p>All services will be undertaken to relevant design and statutory legislation (where possible) and the <i>Employer's</i> operational guidelines. The services will be delivered to the standard and quality expected of a competent <i>Supplier</i>.</p>

\* The *Employer* is  
**Natural England**  
**Foss House, Kings Pool,**  
**1-2 Peasholme Green,**  
**YORK,**  
**YO1 7PX**

*Employer's Project Manager:* [REDACTED]

- The *Adjudicator* is, the person appointed by the *Adjudicator nominating body*.
- The referring Party pays the administrative charge made by the *Adjudicator nominating body*.

\* The *Scope* is in Section 3 of this Contract document.

\* The *law of this contract* is the law of England, subject to the jurisdiction of the English Courts.

\* The *language of this contract* is English.

\* The *period for reply* to a communication is 2 weeks.

- The *period for retention* of documents is 6 years following Completion or earlier termination.
- The *Adjudicator nominating body* is the Institution of Civil Engineers
- The *tribunal* is litigation in the courts.

## 2. The Parties main responsibilities

\* The *Employer* provides access to the following people, places and things.

Access to	<i>access date</i>
Access to, but not limited to: Record drawings and O&M Manuals for the existing buildings (where available) Access required will be arranged for the day requested As built construction drawings and details for the structure and buildings to undertake the scope of services (where available)	Access to be confirmed and as agreed with the Employers Project Manager.
People, equipment, facilities, and premises to undertake non-intrusive site surveys where instructed by the <i>Employers Project Manager</i>	Access to be confirmed and as agreed with the Employers Project Manager.
Access to third parties where required	Access to be confirmed and as agreed with the Employers Project Manager.

- The *Consultant* prepares forecasts of total Time Charge and *expenses* for the *services* at intervals no longer than one month.

## 3. Time

- The *starting date* is **31/01/2019**
- The *completion date* for the whole of the *services* is **7 working days from the date of the site inspection.**

- The *consultant* to submit invoice upon confirmation of the site visit.

#### 4. Quality

- \* The quality policy statement and quality plan are provided within 4 weeks of the *starting date*, if not previously provided by the *Consultant*.
- The *defects date* is 52 weeks after Completion of the whole of the *services*.

#### 5. Payment

- The *assessment interval* is one month based on the schedule submitted as part of Option A.
- The period within which payments are made is 30 days from receipt of the *Consultant's* VAT invoice.
- The *currency of this contract* is pounds sterling (£).
- The interest rate is [REDACTED] per annum above the Bank of England Base Rate.
- There are no expenses stated by the Employer (expenses are deemed to be included in the lump sum prices for the activities).
- You must be in receipt of a valid PO Number before submitting an invoice, which will be sent to you. You shall quote LIFE+ Project That's' Life (LIFE13/NAT/UK000451) on all documentation.
- All invoices should be sent, quoting a valid purchase order number (PO Number), to: FAO [REDACTED] SSCL AP, Natural England, PO Box 790, Newport Gwent, NP10 8FZ
- Invoice submissions shall be sent with supporting documentation, such as timesheets and evidence of the works completed under that payment application. Upon the acceptance of the payment application by the Employer's project manager [REDACTED] invoices will be paid.
- If you have a query regarding an outstanding payment please contact our Accounts Payable section either by email Accounts-Payable.neg@sscl.gse.gov.uk or SSCL AP, Natural England, PO Box 790, Newport Gwent, NP10 8FZ.

#### 6. Compensation events

- There is no Contract Data required under this heading

#### 7. Title and confidentiality

- There is no Contract Data required under this heading.

**Note – levels proposed are for this project specifically.**

#### 8. Indemnity and insurance

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

Event	Cover	Period following Completion of the whole of the <i>services</i> or earlier termination
failure of the <i>Consultant</i> to use the skill and care normally used by professionals providing services similar to the <i>services</i>	£5m	6 Years

personal injury to or death of 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>	£5m	12 months
bodily injury to or death of employees of the <i>Consultant</i> arising out of and in course of their employment in connection with this contract	Whichever is the greater of £5M or the amount required by law.	for the period required by law
<ul style="list-style-type: none"> <li>The Employer provides the following insurances – None.</li> <li>The <i>Consultant's</i> total liability to the <i>Employer</i> for all matters arising under or connection with this contract, other than excluded matters, is limited to an aggregate of £5 million per individual contract.</li> </ul>		
<p><b>9. Disputes and termination</b></p> <p>There is no Contract Data required under this heading</p>		
<p><b>10. Option Z: The <i>additional conditions of contract</i> are:</b></p>		
Z 1	Not Used	
Z2	<p>The text of CI 18 Prevention is deleted.</p> <p>Delete the text of CI 60.1(11) and replaced by:</p> <p>The services are affected by any of the following events</p> <ul style="list-style-type: none"> <li>War, civil war, rebellion, revolution, insurrection, military or usurped power;</li> <li>Strikes, riots and civil commotion not confined to the employees of the Consultant and sub consultants,</li> <li>Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste resulting from the combustion of nuclear fuel,</li> <li>Radioactive, toxic, explosive or other hazardous properties of an explosive nuclear device,</li> <li>Natural disaster,</li> <li>Fire and explosion,</li> <li>Impact by aircraft or other aerial device or thing dropped from them.</li> </ul>	
Z 3 A	Not used	
Z 3 B	Not Used	
Z 3C	Not Used	
Z4	Not used	
Z5	Not used	
Z 18	Not Used	
Z19:	Not Used	

Z20: CIC BIM Protocol

In this clause, the Protocol is the CIC Building Information Modelling Protocol, first edition 2013. Terms used in this clause are those defined in the Protocol.

Clauses 1 and 5, of the Protocol are additional conditions of contract.

Clauses 3 and 4 and Appendices 1 and 2 of the Protocol are Scope.

Clause 6 of the Protocol is amended as follows and are additional conditions of contract

6.1 is unamended

**6.2 – 6.10 of the Protocol is deleted and replaced with the following:**

6.2 All pre-existing Materials held and used by a Project Team Member used in connection with the Model shall remain the property of the party introducing them. Details of each party's pre-existing Materials are set out in the Model Production and Delivery Table

6.3 All Materials (other than clause 6.2 above), Model, Featured Model and Specified Model, shall be the property of the *Employer*

6.4 The Materials (other than clause 6.2 above), Model, Featured Model and Specified Model shall, be the property of the *Employer* and the *Employer* shall be free, should it so wish, to apply at its own expense for patent or other protection in respect of the Materials (other than clause 6.2 above), Model, Featured Model and Specified Model. The *Employer's* intention to apply for such patent or other protection shall be notified to the Project Team Members. Such applications for patents or other registered intellectual property rights shall be filed in the name of the *Employer*.

Unless otherwise agreed in writing between the Project Team Member and the *Employer*, the Project Team Member hereby:

6.4.1 assigns to the *Employer* all Materials (other than clause 6.2 above), Model, Featured Model and Specified Model

6.4.2 grants the *Employer* a non-exclusive, non transferable (save for the purposes of sub-licensing, reorganisation or transfer to a successor body, for the purposes of all the successor body's normal business use), irrevocable, royalty free perpetual licence to the *Employer* in respect of all the Project Team Member's pre-existing Materials necessary in order for the *Employer* to use or exploit the Materials, Model, Featured Model and Specified Model

6.7 The Project Team Members undertakes to the *Employer* not to use, exploit or deal with any of the *Employer's* pre-existing Materials, other than in the performance of the Agreement unless the Project Team Member has first obtained a written licence from the *Employer*, in specific terms to do so.

6.8 The *Employer* undertakes to the Project Team Member not to use or exploit the pre-existing Materials, save as provided in Clause 6.4.2

6.9 The Project Team Members warrants to the *Employer* that the Project Team Member pre-existing Materials shall not in any way infringe any intellectual property rights of any third party.

6.10 If the Project Team Members is prevented from carrying out his obligations under the Agreement due to any infringement or alleged infringement of any Intellectual Property Rights, the *Employer* may without prejudice to any other rights and remedies under the Agreement, exercise the powers and remedies available to it under the Agreement

6.11 The Project Team Members shall not be liable if such infringement arises from the use of any design, technique or method of working provided by or specified by the *Employer*. The Project Team Members waives in favour of the *Employer* its rights to object to derogatory treatment of the Materials (other than clause 6.2 above), Model, Featured Model and Specified Model and the Project Team Members also agrees that he will not assert or seek to enforce against the *Employer* and/or any other person, firm or company any of its moral rights as defined in the Copyright Designs and Patents Act 1988 without the prior agreement of the *Employer*.

6.13 The Project Team Members shall not be liable for any consequential losses, damage or injuries arising from third party misuse of the Materials, of which the Project Team Members is not aware.

Clause 7 of the Protocol is deleted in its entirety.

Z21: The text in X9 (Transfer of Rights) is amended as follows:

“The following clauses are inserted after X9.1:

X9.2 All materials shall be the property of the *Employer* and the *Employer* shall be free, should it so wish, to apply at its own expense for patent or other protection in respect of the materials. The *Employer’s* intention to apply for such patent or other protection shall be notified to the *Consultant*. Such applications for patents or other registered intellectual property rights shall be filed in the name of the *Employer*.

X9.3 Unless set out in the Scope or otherwise agreed in writing between the parties, the *Consultant* hereby:

9.3.1 assigns to the *Employer* all materials;

9.3.2 grants the *Employer* a non-exclusive, non-transferable (save for the purposes of sub-licensing, reorganisation, or transfer to a successor body, for the purposes of all the successor body’s normal business use), irrevocable, royalty free perpetual licence to the *Employer* in respect of all the *Consultant’s* pre-existing materials necessary in order for the *Employer* to use or exploit the materials

X9.4 The *Consultant* undertakes to the *Employer* not to use, exploit or deal with any of the *Employer’s* pre-existing materials, other than in the performance of the contract unless the *Consultant* has first obtained a written licence from the *Employer*, in specific terms to do so.

X9.5 For avoidance of doubt, this clause supersedes and takes precedence over core clause 70.”

## **6. 20 The Parties' main responsibilities**

### **6. 20.1 Details of the services**

The *Consultant* shall;

#### **Desktop Design review**

##### **Civil/Structural Assessment of design**

- Review ground investigation and associated geotechnical and structural design of weirs and pump stations and comment on the suitability of the design and criteria used to comply with the proposed design brief;
- Review the design of the structural elements with regards to structural integrity, durability and serviceability to comply with the design brief;
- Review of the access, operation and maintenance provision for the pump house and weir locations;
- Report summary on the overall suitability of the proposals for the anticipated conditions.

##### **Mechanical and Electrical Assessment of the design**

- Review the proposed design brief on which the subsequent design has been based;
- Review the proposed of Final Installation electrical design such as power supply and distribution requirements, panel sizing and design and operational philosophy.
- Review of mechanical element specification such as motor sizing, lighting and power provision to the pump building, telemetry provision and operational philosophy.
- Report summary on the overall suitability of the proposals for the anticipated conditions.

#### **Site Inspection and Reporting**

##### **Civil/Structural Assessment**

- Use reinforcement meter to check the cover provided to the reinforced concrete structures (min. 3 readings per element);
- Inspect installation and finishes to visible structural elements are in accordance with the proposed design;
- Inspect the provision for safe access, operation and maintenance of the pump house and weirs;
- Check general compliance with the proposed design arrangement;
- Report on the above and identify any maintenance requirements identified in the O&M have been undertaken and include any recommendations to improve operation or maintenance.

##### **Mechanical and Electrical Assessment**

- Confirm operation philosophy is as per original brief, where possible witness the system in operation.
- Inspect to confirm As Fitted drawings are accurate.
- Check Adequate access is present around the equipment to allow maintenance and replacement in the future.
- Any maintenance requirements identified in the O&M has been undertaken.
- Report on the above and include any recommendations to improve operation or maintenance.

## **Clause X9**

### **The *Consultant* shall;**

- For the purposes of Clause X9 the *Consultant* shall have no liability for any use of the Intellectual Property other than for the purposes for which it was originally intended.

“Intellectual Property” means all intellectual property and all rights therein in any part of the world including, without limiting the generality of the foregoing, any patent, patent application, trademark, trademark application, registered design, registered design application, trade name, trade secret, business name, discovery, invention, process, formula, specification, improvement, technique, copyright, unregistered design right, technical information or drawing, including rights in computer software and database and topographic data rights.

**Contract document**  
PSC 3<sup>rd</sup> Ed.

**Contract for:**                      **Condition                      &                      Design**  
**Assessment                      at                      Natural**  
**England's                      Thorne                      Moor,**  
**Doncaster.**

**Project Ref:**                      **25593**

**Returnable**  
**Documents**

Document Summary and contents  
Contract data part two  
Pricing data  
Consultant's Schedules

Prepared by: Mott MacDonald –   
Date: 15/01/2019  
Version:                      01

Section 4 - Document summary and contents

<b>Document summary</b>			
	<b>Section</b>	<b>Title</b>	<b>Description</b>
<b>Non-Returnable Documents</b>	1	Document summary and contents list	A guide to the documents and 'tendering' arrangements.
	2	Contract data part one	Data (supplied by the <i>Employer</i> ) required by the conditions of contract specific to this contract.
	3	Scope	The specification and description of the services and constraints on how the <i>Supplier</i> is to provide the services.
<b>Returnable Documents</b>	4	Document summary and contents list	A guide to the tender documents
	5	Contract data part two	Data (supplied by the <i>Consultant</i> ) required by the conditions of contract specific to this contract.
	6	Pricing data	The <i>activity schedule</i> Option A and C. Risk register The risk budget
	7	Consultant's schedules	Information required with the tender and the <i>Consultant's</i> technical offer. Includes certificates for completion and return with the tender.

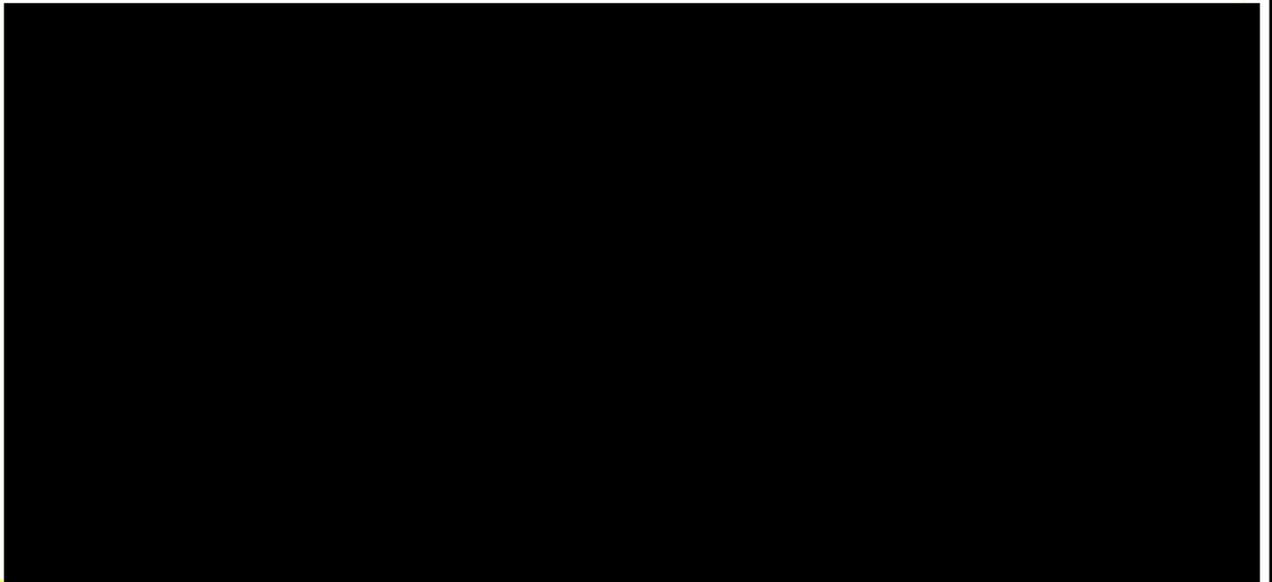
## Data provided by the *Consultant*

- The *Consultant* is  
Name: Mott MacDonald Limited (1243967)  
Address: Mott MacDonald House, 8-10 Sydenham Road, Croydon CR0 2EE, United Kingdom

- The *key persons* are:

1	Name	[REDACTED]
	Job	Project Principal
	Responsibilities	[REDACTED]
	Qualifications	[REDACTED]
	Experience	[REDACTED]
2	Name	[REDACTED]
	Job	Project Manager
	Responsibilities	[REDACTED]
	Qualifications	[REDACTED]
	Experience	[REDACTED]

- The *staff rates* are as follows;



- The *Consultant* is to submit a first programme for acceptance within 1 week of the Contract Date
- Commencing of the project date; TBC

- The *activity schedule* is in Section 6, Pricing Data
- See Attached Activity Schedule

**Contract Documents**  
PSC 3<sup>rd</sup> Ed.

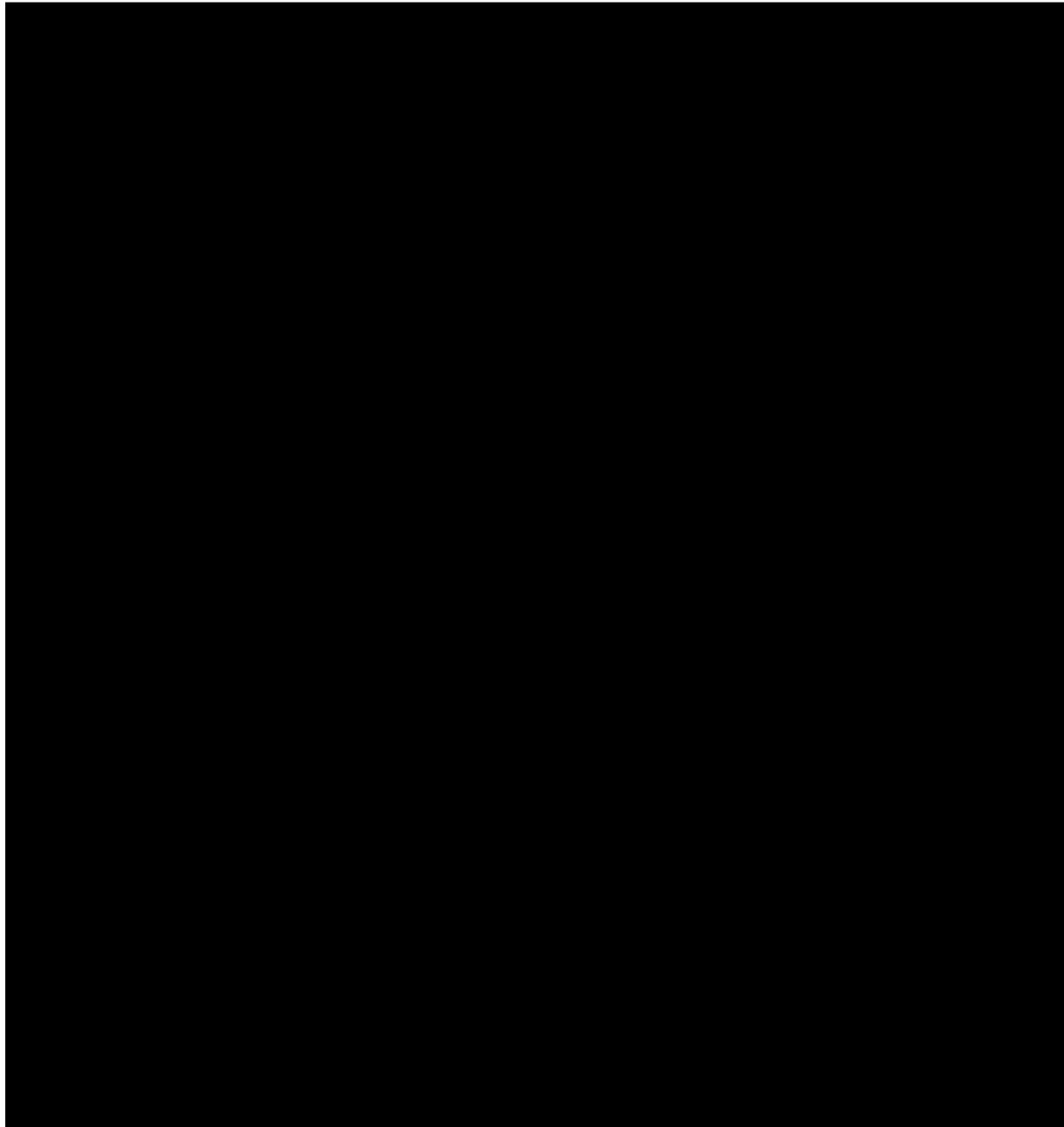
**Section 6.1**  
**Pricing Data**

## 6.1 Activity schedule

<b>The services</b>	Project Management, Cost Management, design review and installed condition assessment for water control structures as shown on drawing reference – Location of Structures dated 13/09/18. All services will be undertaken to relevant design and statutory legislation (where possible) and the <i>Employer's</i> operational guidelines. The services will be delivered to the standard and quality expected of a competent <i>Supplier</i> .
<b>Contract Number</b>	<b>XXXXX</b>

<b>Stage Activity Code</b>	<b>Description</b>	<b>Lump sum prices for activities £</b>
1	Provision of professional services in relation to the delivery of professional services as identified in 6.1, <i>The services</i> (please refer to priced activity schedule)	4,089.05
1.1	Desktop review of design methodology and parameters used	██████
1.2	Site visit and inspection as described in section 6.1	██████
1.3	Review site information and reporting	██████
1.4	Expenses and hire	██████

Signature \_\_\_\_\_ Date \_\_\_\_\_



**6.2 Consultant's *initial forecast of resources, time charge and expenses***

See Priced Activity Schedule (attached)

Initial forecast of payments:

Invoice once report received.



**Documents**  
PSC 3<sup>rd</sup> Ed.

**Section 7**  
***Consultant's***  
**schedules**

- 7.0 Statement by *Consultant*
- 7.1 Proposed Sub consultants
- 7.2 Management
- 7.3 Quality assurance
- 7.4 Health and safety
- 7.5 Programme
- 7.6 Example Form of Agreement

## **Appendix 1: General Data Protection Regulation (GDPR) Requirements**



Department  
for Environment  
Food & Rural Affairs

Call-off from the Environment Agency Property Design and Specification Services Contract 9Y8C-TM97UR

**Statement by *Consultant***  
PSC 3<sup>rd</sup> Ed.

***Consultant's***  
**schedule 7.0**

**We confirm that nothing in the information we have given in the *Consultant's* schedules or appended to them, or the *Employer's* acceptance of our proposal, changes our responsibility to Provide the Services in accordance with the Scope or our liability for design.**

Signed \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_

Position \_\_\_\_\_

*Consultant*

\_\_\_\_\_



Department  
for Environment  
Food & Rural Affairs

Call-off from the Environment Agency Property Design and Specification Services Contract 9Y8C-TM97UR

**Proposed  
Sub consultants**  
PSC 3<sup>rd</sup> Ed.

**Consultant's  
schedule: 7.1**

We notify you that it is our intention to employ the following Sub consultants on the *services*.

If we are awarded a contract for the *services* we agree that this notification does not change the requirement for us to submit the names of proposed Sub consultants to the *Employer* for acceptance as required by Clause 24.

	<b>Name and address of proposed Sub consultant</b>	<b>Nature and extent of service</b>	<b>Proposed procurement method used/to be used to achieve value for money</b>	<b>Proposed conditions of contract to be used to purchase services from Sub consultant</b>	<b>Previous experience with Sub consultant</b>
1.	n/a				



**Management**  
PSC 3<sup>rd</sup> Ed.

**Consultant's  
schedule: 7.2**

**Note to framework Consultant:** Please describe the management arrangements for the services. You are requested to include:

1. If not already provided to the Employer, CV's for all key people should be a maximum of two sides of A4 of relevant experience tailored to the services required under this contract.
2. An explanation of how you propose to allocate adequate resources to enable you to comply with the requirements and prohibitions imposed on you by or under the statutory provisions relating to health and safety.

[This note is not part of the contract](#)

**Summary of items attached to this schedule:**

1. Activity Schedule (see Attached)
2. The project is led by a Mott MacDonald Project Manager under the guidance of a Project Director.
3. Our scope of works at this stage is limited to the assessment of the submitted design and the in-situ inspection of the installations. Mott MacDonald standard governance procedures have, and will be followed. This will be monitored internally by Mott MacDonald project Director.
4. The appointed sub-consultants (in-house design team) have the necessary resources to fulfil the scope of services. Activity Schedule (see attached)



Department  
for Environment  
Food & Rural Affairs

Call-off from the Environment Agency Property Design and Specification Services Contract 9Y8C-TM97UR

**Quality assurance**  
PSC 3<sup>rd</sup> Ed.

**Consultant's  
schedule: 7.3**

- The Quality Plan for this Contract will be developed for this project in line with our organisational quality management systems as stated in Contract Data Part One, Section 4, Quality.

Quality assurance shall be conducted in accordance with Mott MacDonald standard Quality Assurance, BMS and STEP procedures.



Department  
for Environment  
Food & Rural Affairs

Call-off from the Environment Agency Property Design and Specification Services Contract 9Y8C-TM97UR

## **Health and Safety**

**PSC 3<sup>rd</sup> Ed.**

***Consultant's  
schedule: 7.4***

Health and Safety will be in line with Mott MacDonald's standard health and safety procedures.



**Programme**  
PSC 3<sup>rd</sup> Ed.

**Consultant's  
schedule: 7.5**

**Note:** This programme should show:

1. The information required of a programme submitted for acceptance is in Clause 31.2.
2. Any other requirements for a programme stated in the Scope.
3. Your statement on how you plan to do the work for each operation on the programme is to be provided below and not on the programme. However, you are still required to submit a fully resourced programme. Your response must include your approach to SHE.

#### Key Dates

Project stage	Completion
Desktop review	1 week from appointment
Site Visits	TBC – 1 week from appointment
Report issue	1 week from site visit

The above dates are provisional subject to full surveys being undertaken on site.

**Contract Title: Thorne Moor Flow Control Structures – Design Review and Installation Assessment**

This agreement is made on .....21/01/19.....

Between Natural England (the *Employer*)

and Mott MacDonald Ltd (the *Consultant*)

The *Employer* will pay the *Consultant* the amount due and carry out his duties in accordance with the *conditions of contract* identified in the Contract Data.

The *Consultant* will Provide the Services in accordance with the *conditions of contract* identified in the Contract Data.

Execution of this Contract is carried out in accordance with the 1999 EU Directive 99/93(Communication Framework for Electronic Signatures) and the UK Electronic Communications Act 2000. **This Contract is formed on the date on which both the Authority and the Contractor have communicated acceptance of its terms on the Authority’s e-tendering system (‘Bravo’).**

**Executed under hand by the *Employer***

the *Employer*

by \_\_\_\_\_ signature

\_\_\_\_\_ name

\_\_\_\_\_ position

And \_\_\_\_\_ signature

\_\_\_\_\_ name

\_\_\_\_\_ position

\_\_\_\_\_

**Executed under hand by the  
*Consultant***

the *Consultant*

By \_\_\_\_\_ signature of director

\_\_\_\_\_ name of director

And \_\_\_\_\_ signature of director or  
company secretary

\_\_\_\_\_ name of director or  
company secretary

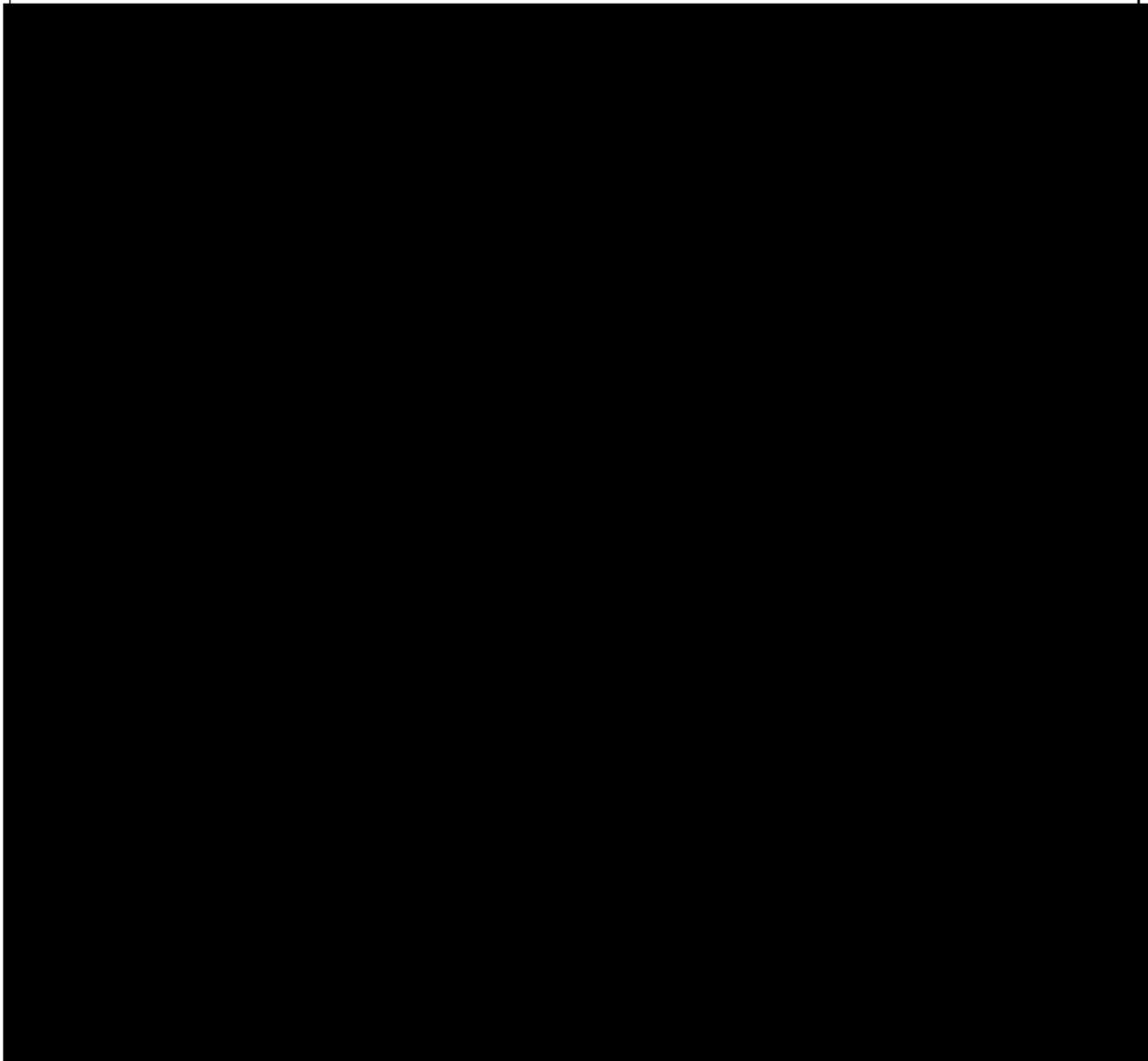
\_\_\_\_\_

**Priced Activity Schedule**

Natural England

PROPERTY FRAMEWORK

Thorne Moor Flow Control Structures – Design review and  
Installation Assessment



	<b>TOTAL FEE</b>	<b>£4,089.05</b>
--	------------------	------------------

**All figures are ex VAT**

**Exclusions and clarifications**

Based on site visit being completed in a single day with unrestricted access to the structures and equipment;  
To be read in conjunction with the approved fee proposal;

These services do not comprise design works and MM accepts no design responsibility as a result of this review.

Paperwork already received from Natural England are:-



Angle Drain H&S  
File.doc



Blue Bridge H&S  
File.doc



SouthernBoundary  
Dam H&S File.doc



Thorne Moors HS  
File 1BARReview.doc

## Appendix 1

### General Data Protection Regulation (GDPR) Requirements

#### *Additional Definitions*

**Agreement:** this contract;

**Contractor Personnel:** means all directors, officers, employees, agents, Contractors and Contractors of the Contractor and/or of any Sub-Contractor engaged in the performance of its obligations under this Agreement;

**Data Protection Legislation:** (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 [subject to Royal Assent] to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy;

**Data Protection Impact Assessment:** an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.

**Controller, Processor, Data Subject, Personal Data, Personal Data Breach, Data Protection Officer** take the meaning given in the GDPR.

**Data Loss Event:** any event that results, or may result, in unauthorised access to Personal Data held by the Contractor under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.

**Data Subject Access Request:** a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.

**DPA 2018:** Data Protection Act 2018

**GDPR:** the General Data Protection Regulation (Regulation (EU) 2016/679)

**LED:** Law Enforcement Directive (Directive (EU) 2016/680)

**Protective Measures:** appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of 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 such measures adopted by it.

**Sub-processor:** any third Party appointed to process Personal Data on behalf of the Contractor related to this Agreement.

### ***Data Protection Requirements***

- 1.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Employer is the Controller and the Contractor is the Processor. The Contractor processes data only as authorised in Appendix 2 (Schedule of Processing, Personal Data and Data Subjects) by the Employer and may not be determined by the Contractor.
- 1.2 The Contractor notifies the Project Manager immediately if it considers that any of requirement of the documents forming part of this contract infringe the Data Protection Legislation.
- 1.3 The Contractor provides all reasonable assistance to the Employer in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Employer, include: (a) a systematic description of the envisaged processing operations and the purpose of the processing; (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services; (c) an assessment of the risks to the rights and freedoms of Data Subjects; and (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 1.4 In relation to any Personal Data processed in connection with its obligations under the documents forming part of this contract the Contractor:
  - (a) processes that Personal Data only in accordance with Appendix 2 (Schedule of Processing, Personal Data and Data Subjects), unless otherwise required by Law. If it is so required the Contractor shall promptly notify the Employer before processing the Personal Data unless prohibited by Law;
  - (b) ensures that it has in place Protective Measures, which have been reviewed and approved by the Employer as appropriate to protect against a Data Loss Event having taken account of the:
    - (i) nature of the data to be protected;
    - (ii) harm that might result from a Data Loss Event;
    - (iii) state of technological development; and
    - (iv) cost of implementing any measures;
  - (c) ensures that:
    - (i) the Contractor Personnel do not process Personal Data except in accordance with this Agreement (and in particular Schedule X);

- (ii) it takes all reasonable steps to ensure the reliability and integrity of any Contractor Personnel who have access to the Personal Data and ensure that they:
  - (A) are aware of and comply with the Contractor's duties under this clause;
  - (B) are subject to appropriate confidentiality undertakings with the Contractor or any Sub-processor;
  - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Employer or as otherwise permitted by this Agreement; and
  - (D) have undergone adequate training in the use, care, protection and handling of Personal Data; and
- (d) do not transfer Personal Data outside of the EU unless the prior written consent of the Employer has been obtained and the following conditions are fulfilled:
  - (i) the Employer or the Contractor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Employer;
  - (ii) the Data Subject has enforceable rights and effective legal remedies;
  - (iii) the Contractor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Employer in meeting its obligations); and
  - (iv) the Contractor complies with any reasonable instructions notified to it in advance by the Employer with respect to the processing of the Personal Data;
- (e) at the written direction of the Employer, delete or return Personal Data (and any copies of it) to the Employer on termination of the Agreement unless the Contractor is required by Law to retain the Personal Data.

1.5 Subject to clause 1.6, the Contractor shall notify the Project Manager immediately if it:

- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
- (b) receives a request to rectify, block or erase any Personal Data;
- (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;

(d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;

(e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or

(f) becomes aware of a Data Loss Event.

1.6 The Contractor's obligation to notify under clause 1.5 shall include the provision of further information to the Employer in phases, as details become available.

1.7 Taking into account the nature of the processing, the Contractor shall provide the Employer with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 1.5 (and insofar as possible within the timescales reasonably required by the Employer) including by promptly providing:

(a) the Employer with full details and copies of the complaint, communication or request;

(b) such assistance as is reasonably requested by the Employer to enable the Employer to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;

(c) the Employer, at its request, with any Personal Data it holds in relation to a Data Subject;

(d) assistance as requested by the Employer following any Data Loss Event;

(e) assistance as requested by the Employer with respect to any request from the Information Commissioner's Office, or any consultation by the Employer with the Information Commissioner's Office.

1.6 The Contractor's obligation to notify under clause 1.5 shall include the provision of further information to the Employer in phases, as details become available.

1.7 Taking into account the nature of the processing, the Contractor shall provide the Employer with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 1.5 (and insofar as possible within the timescales reasonably required by the Employer) including by promptly providing:

(a) the Employer with full details and copies of the complaint, communication or request;

(b) such assistance as is reasonably requested by the Employer to enable the Employer to comply with a Data Subject Access Request

within the relevant timescales set out in the Data Protection Legislation;

(c) the Employer, at its request, with any Personal Data it holds in relation to a Data Subject;

(d) assistance as requested by the Employer following any Data Loss Event;

(e) assistance as requested by the Employer with respect to any request from the Information Commissioner's Office, or any consultation by the Employer with the Information Commissioner's Office.

1.8 The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Contractor employs fewer than 250 staff, unless:

(a) the Employer determines that the processing is not occasional;

(b) the Employer determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and

(c) the Employer determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

1.9 The Contractor shall allow for audits of its Data Processing activity by the Employer or the Employer's designated auditor.

1.10 The Contractor shall designate a data protection officer if required by the Data Protection Legislation.

1.11 Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Contractor must:

(a) notify the Employer in writing of the intended Sub-processor and processing;

(b) obtain the written consent of the Employer;

(c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause [X] such that they apply to the Sub-processor; and

(d) provide the Employer with such information regarding the Sub-processor as the Employer may reasonably require.

1.12 The Contractor shall remain fully liable for all acts or omissions of any Sub-processor.

1.13 The Employer may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).

1.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Employer may on not less than 30 Working Days' notice to the Contractor amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.