

CONTRACT DATA

Part one - Data provided by the *Employer*

Completion of the data in full, according to the Options chosen, is essential to create a complete contract.

Statements given in all contracts
1 General

- The *conditions of contract* are the core clauses and the clauses for main Option A, dispute resolution Option W1 and secondary Options X2 and X20 of the NEC3 Term Service Contract April 2013.
- The *service is*
The provision of ecological management of the Rhydymwyn Valley Nature Reserve
- The *Employer is*
Name Department for Environment, Food and Rural Affairs
- Address Nobel House, 17 Smith Square, London, SW1P 3JR
- The *Service Manager is*
Name [REDACTED]
Address Kings Pool, Peasholme Green, York, YO1 7PX
- The *Adjudicator is*
The person appointed by the Adjudicator nominating body.
Address
- The Affected Property is
.17 Nant Alyn Road, Rhydymwyn, Mold, CH7 5HQ
- The Service Information is in
The existing management plan for Rhydymwyn Valley Nature Reserve [REDACTED]
- The *language of this contract* is English
- The *law of the contract* is the law of England, subject to the jurisdiction of the courts of England and Wales
- The *period for reply* is 2 weeks.
- The *Adjudicator nominating body* is The Institution of Civil Engineers, London
- The *tribunal* is litigation in the courts
- The following matters will be included in the Risk Register (document: “Risk Register Rhydymwyn v1”):

[illegible]

3 Time	- The <i>starting date</i> is 01/04/2018 - The <i>service period</i> is until 31/03/2019
5 Payment	- The <i>assessment interval</i> is 4 weeks (not more than five). - The <i>currency of this contract</i> is the British pounds sterling - The <i>interest rate</i> is █ % per annum (not less than 2) above the base lending rate of the Bank of England
8 Risks and insurance	█ The minimum amount of cover for insurance against loss of or damage caused by the <i>Contractor</i> to the <i>Employer's</i> property is █ █ The minimum amount of cover for insurance in respect of loss of or damage to property (except the <i>Employer's</i> property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor's</i> Providing the Service for any one event █ The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is █
Optional statements	If no plan is identified in part two of the Contract Data - The <i>Contractor</i> submits a first plan for acceptance within 2 weeks of the Contract Date. If Option A is used - The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than monthly If Option X20 is used (but not if Option X12 is also used) - The <i>incentive schedule</i> for Key Performance Indicators is in the document "<i>KPI Rhydymwyn v1</i>" - A report of performance against each Key Performance Indicator is provided at intervals of 1 months. If Option Z is used - The <i>additional conditions of contract</i> are:

Option Z1

Option Z1: Confidentiality

Option Z1.1

For the purpose of this contract, **Personal Data** is information collected by the Contractor on behalf of the *Employer* in relation to this contract, which relates to living individuals who can be identified:

- from that information
- from that information combined with other details in (or likely to come into) the possession of the *Employer*.

Option Z1.2

The *Contractor* keeps (and ensures that its employees and Subcontractors keep) confidential and does not disclose to any person, including, without limitation, Others:

- the terms of this contract and
- any confidential or proprietary information (including Personal Data) provided to or acquired by the *Contractor* in the course of Providing the Works

except that the *Contractor* may disclose information

- to its employees and Subcontractors as needed to enable the *Contractor* to Provide the Works,
- where required to do so by law or by any professional or regulatory obligation or by order of any court or government agency, provided that (unless the *Contractor* is prohibited by law from doing so) prior to disclosure the *Contractor* consults the *Project Manager* and takes full account of the *Employer's* views about whether (and if so to what extent) the information should be disclosed,
- which it receives from a third party who lawfully acquired it and who is under no obligation restricting its disclosure,
- which is in the public domain at the time of disclosure other than due to the fault of the *Contractor* or with the consent of the *Project Manager*.

Option Z1.3

The *Contractor* does not (and ensures that its employees and Subcontractors do not) use any confidential or proprietary information provided to or acquired by it for any purpose other than to Provide the Works.

Option Z2

Option Z2: Security

Site admittance

Option Z2.1

The *Contractor* submits to the *Project Manager* details of people who are to be employed by it and its Subcontractors in connection with the *works*. The

	details include a list of names and addresses, the capacities in which they are employed, and other information required by the <i>Project Manager</i>.
Option Z2.2	The <i>Project Manager</i> may instruct the <i>Contractor</i> to take measures to prevent unauthorised persons being admitted on to the Site. The instruction is a compensation event if the measures are additional to those required by the Works Information.
Option Z2.3	Any Subcontractors (if appointed) will need to comply with the Employer's access requirement's in order to be allowed on site to work. The Contractor will be responsible for ensuring the compliance of the Subcontractor with the Employer's access regulations (which may require compliance with standards specified by Interserve; the Employer's incumbent facilities maintenance provider).
	Passes
Option Z2.4	Employees of the <i>Contractor</i> and its Subcontractors are to carry an <i>Employer's</i> pass whilst they are on the parts of the Site stated in the Contract Data.
Option Z2.5	The <i>Contractor</i> submits to the <i>Project Manager</i> for acceptance a list of the names of the people for whom passes are required.
	Photographs
Option Z2.6	The <i>Contractor</i> does not take photographs of the Site or the works or any part of them unless he has obtained the acceptance of the <i>Project Manager</i>.
Option Z2.7	The <i>Contractor</i> takes the measures needed to prevent its Subcontractors' people taking, publishing or otherwise circulating such photographs.
Option Z3	Option Z3: Data Protection

Option Z3.1	The Data Protection Acts are the Data Protection Act 1998 and any other laws or regulations relating to privacy or personal data.
Option Z3.2	For the purposes of this contract and the Data Protection Acts • the <i>Employer</i> is the Data Controller and • the <i>Contractor</i> is the Data Processor.
Option Z3.4	The <i>Contractor</i> processes the Personal Data in accordance with (and so as not to put the <i>Employer</i> in breach of) the Data Protection Acts and only to the extent necessary for the purpose of performing its obligations under this contract.
Option Z3.5	The <i>Contractor</i> has in place and maintains until the <i>service period</i> end date: • appropriate technical and organisational measures (having regard to the nature of the Personal Data) to protect the Personal Data against accidental, unauthorised or unlawful processing, destruction, loss, damage, alteration or disclosure and • adequate security programmes and procedures to ensure that unauthorised persons do not have access to the Personal Data or to any equipment used to process Personal Data.
Option Z3.6	The <i>Contractor</i> immediately notifies the <i>Project Manager</i> if it receives • a request from any person whose Personal Data it holds to access his Personal Data or • a complaint or request relating to the <i>Employer's</i> obligations under the Data Protection Acts.
Option Z3.7	The <i>Contractor</i> assists and co-operates with the <i>Project Manager</i> in relation to any complaint or request received, including • providing full details of the complaint or request,

- complying with the request within the time limits set out in the Data Protection Acts and in accordance with the instructions of the *Project Manager* and
- promptly providing the *Project Manager* with any Personal Data and other information requested by him.

Option Z3.8

The *Contractor* allows the *Employer* to conduct periodic audits of the *Contractor's* compliance with the Data Protection Acts. The *Contractor* complies with the instructions of the *Project Manager* to enable such audits to be carried out.

Option Z3.9

The *Contractor* complies with the requirements of the *Employer* in relation to the storage, dispatch and disposal of the Personal Data in any form or medium.

Option Z3.10

The *Contractor* immediately notifies the *Project Manager* on becoming aware of any breach of this clause or of the Data Protection Acts by the *Contractor* or any Subcontractor.

Option Z3.11

The *Contractor* does not process the Personal Data outside the European Economic Area without the agreement of the *Project Manager*. Where the *Project Manager* agrees, the *Contractor* complies with the instructions of the *Project Manager* and provides an adequate level of protection to any Personal Data in accordance with the eighth data protection principle set out in Schedule 1 to the Data Protection Act 1998.

Option Z4

Option Z4: Disclosure of Information

Option Z4.1

A **Disclosure Request** is a request for information relating to this contract received by the *Employer* pursuant to the Freedom of Information Act 2000, the Environmental Information Regulations 2004 or otherwise.

Option Z4.2	The <i>Contractor</i> acknowledges that the <i>Employer</i> may receive Disclosure Requests and that the <i>Employer</i> may be obliged (subject to the application of any relevant exemption and, where applicable, the public interest test) to disclose information (including commercially sensitive information) pursuant to a Disclosure Request. Where practicable, the <i>Employer</i> consults with the <i>Contractor</i> before doing so in accordance with the relevant Code of Practice. The <i>Contractor</i> uses its best endeavours to respond to any such consultation promptly and within any deadline set by the <i>Project Manager</i> and acknowledges that it is for the <i>Employer</i> to determine whether or not such information should be disclosed.
Option Z4.3	When requested to do so by the <i>Project Manager</i>, the <i>Contractor</i> promptly provides information in its possession relating to this contract and assists and co-operates with the <i>Project Manager</i> to enable the <i>Employer</i> to respond to a Disclosure Request within the time limit set out in the relevant legislation.
Option Z4.4	The <i>Contractor</i> promptly passes any Disclosure Request which it receives to the <i>Project Manager</i>. The <i>Contractor</i> does not respond directly to a Disclosure Request unless instructed to do so by the <i>Project Manager</i>.
Option Z5	Option Z5: Copyright
Option Z5.1	Material means all materials prepared by or on behalf of the <i>Contractor</i> for the <i>works</i> and all updates, additions and revisions to them and any designs or inventions incorporated in them.
Option Z5.2	Permitted Uses means the design, construction, completion, reconstruction, modification, extension, refurbishment, maintenance, funding, disposal, letting, fitting-out, advertisement, demolition, reinstatement, building information, modelling and repair of the <i>works</i>.

Option Z5.3	The <i>Contractor</i> grants to the <i>Employer</i> , with immediate effect, an irrevocable, non-exclusive, royalty-free licence to copy and make full use of the Material for any purpose, including without limitation any of the Permitted Uses.
Option Z5.4	The <i>Employer's</i> licence carries the right to grant sub-licences and is transferable to third parties without the consent of the <i>Contractor</i> and survives termination (for any reason) of the <i>Contractor's</i> employment under this contract.
Option Z5.5	The <i>Contractor</i> is not liable for use of the Material for any purpose other than that for which it was prepared or provided.
Option Z6	Option Z6: Discrimination
Option Z6.1	The <i>Contractor</i> does not discriminate directly or indirectly or by way of victimisation or harassment against any person contrary to the Race Relations Act 1976, the Sex Discrimination Act 1975, the Disability Discrimination Acts 1995 and 2005 or the Equality Act 2010 (the " Discrimination Acts ").
Option Z6.2	Where possible in Providing the Works, the <i>Contractor</i> co-operates with and assists the <i>Employer</i> to satisfy its duty under the Discrimination Acts to eliminate unlawful discrimination and to promote equality of opportunity between persons of different racial groups and between disabled people and other people.
Option Z6.3	Where an employee or Subcontractor employed by the <i>Contractor</i> is required to carry out any activity alongside the <i>Employer's</i> employees in any premises, the <i>Contractor</i> ensures that each such employee or Subcontractor complies with the <i>Employer's</i> employment policies and codes of practice relating to discrimination and equal opportunities.

Option Z6.4

The *Contractor* notifies the *Project Manager* in writing as soon as he becomes aware of any investigation or proceedings brought against the *Contractor* under the Discrimination Acts in connection with this contract and

- provides any information requested by the investigating body, court or tribunal in the timescale allotted,
- attends (and permits a representative from the *Employer* to attend) any associated meetings,
- promptly allows access to any relevant documents and information and
- co-operates fully and promptly with the investigatory body, court or tribunal.

Option Z6.5

The *Contractor* indemnifies the *Employer* against all costs, charges, expenses (including legal and administrative expenses) and payments made by the *Employer* arising out of or in connection with any investigation or proceedings under the Discrimination Acts resulting from any act or omission of the *Contractor*.

Option Z6.6

The *Contractor* includes in the conditions of contract for each Subcontractor obligations substantially similar to those set out above.

Option Z7**Option Z7: Fair Payment****Option Z7.1**

The *Contractor* assesses the amount due to a Subcontractor without taking into account the amount certified by the *Project Manager*.

Option Z7.2

The *Contractor* includes in the contract with each Subcontractor

- a period for payment of the amount due to the Subcontractor not greater than 19 days after the due date in this contract. The amount due includes, but is not limited to, payment for work which the Subcontractor has completed from the previous assessment date up to the current assessment date in this contract,

- a provision requiring the Subcontractor to include in each sub-subcontract the same requirement, except that the period for payment is to be not greater than 23 days after the due date in this contract and
- a provision requiring the Subcontractor to assess the amount due to a sub-subcontractor without taking into account the amount paid by the *Contractor*.

Option Z7.3

The due date in this contract is the date on which the *Project Manager* certifies payment.

Option Z7.4

The *Contractor* notifies non-compliance with the timescales for payment through the Efficiency and Reform Group Supplier Feedback Service. The *Contractor* includes this provision in each subcontract, and requires Subcontractors to include the same provision in each sub-subcontract.

Option Z8

Option Z8: Assignment

Option Z8.1

The *Contractor* does not assign its interest in or any rights arising under this contract without the consent of the *Employer*.

Option Z8.2

The *Employer* may assign, charge or transfer its interest in this contract or any rights arising under it at any time without the consent of the *Contractor*. The *Employer* notifies the *Contractor* of any such assignment, charge or transfer.

Option Z8.3

The *Contractor* does not (and ensures that its employees and Subcontractors do not) use any confidential or proprietary information provided to or acquired by it for any purpose other than to Provide the Works.

Option Z9	Option Z9: Subcontracting
Option Z9.1	Contractor is permitted to sub-contract the works, provided the sub-contractor works off a back-to-back contract with this one, and whose appointment has been approved by the Employer.
Option Z9.2	Contractor must ensure that all design and deliverables complies with all relevant standards and guidance (such as ISO or BS standards for design, construction and commissioning)
Option Z9.3	Contractor shall be required to submit a weekly progress report. The Contractor shall be required to attend a progress meeting with the Employer, at least weekly, and discuss progress against the Programme and any issues and risks that may prevent completion.
Option Z9.4	While on the Site, the Contractor complies with any Health and Safety measures implemented by the Employer in respect of Contractor's Personnel and other persons working on the Site. This includes health screening and all relevant SOPs.
Option Z9.5	While on site, the Contractor will promptly notify the Employer of any Health and Safety hazards which may arise in connection with the performance of the Contract.
Option Z10	Option Z10: Working with Interserve
Option Z10.1	Contractor is permitted to work in a spirit of mutual trust and cooperation with the Employer's incumbent facilities maintenance provider (Interserve). Where building access requires permission from Interserve, the Contractor is expected to obtain the permission of Interserve, or comply with the access requirements for the site.

Option Z11**Option Z11: Option to Extend****Option 11.1**

At the discretion of the Employer, this contract can be extended for a further 2 years (to be called off in one yearly increments e.g. the contract is a 1 year (plus 1 + 1). The yearly price for years two and three shall remain the same as the price for year one (barring any amendments to the scope).

Part two - Data provided by the *Contractor*

Statements given in all
contracts

Completion of the data in full, according to the Options chosen, is essential to create a complete contract.

- The *Contractor* is

Name [REDACTED]

Address [REDACTED]

■ The *direct fee percentage* is [REDACTED]

■ The *subcontracted fee percentage* is [REDACTED]

- The key people are

(1) Name [REDACTED]

[REDACTED]

Responsibilities Overall responsibility for the management of all Wild Ground's reserves. Overall responsibility for the delivery of reserve Management Plans, including annual reviews and reports for each site. Overall responsibility for species survey, monitoring and reporting. Line management of Wild Ground's Reserves Officers. Carry out practical reserve management tasks. Maintain accurate and up to date financial records and project progress reports for WG's Trustees, customers, funding providers and statutory authorities. Work with conservation partners and stakeholders to develop and ensure good working relationships and integration of conservation programmes. Ensure all mandatory and company Health & Safety policies and procedures are established and maintained at all WG sites. Deputise for the Conservation Director when required

[REDACTED]

[REDACTED]

(2) Name [REDACTED]

Job [REDACTED]

Responsibilities Overall responsibility for the day to day running of Wild Ground. Determine the strategic direction of the charity in agreement with its Trustees. Review and revise the charity's Business Plan. Ensure that all of WG's reserves are managed appropriately and brought into favourable condition. Be accountable for all Health & Safety issues and the wellbeing of WG staff. Create good external working relationships with local and national Government and other partners and conservation organisations. Work collaboratively with partners to identify opportunities to secure new funding for existing and new projects. Establish and maintain WG as a quality training provider, particularly for environmental education, species identification and amphibian monitoring. Build and motivate a team of dedicated staff and directly line manage managerial and administrative staff. Manage a staff appraisal system. Represent the charity at a wide range of external events and meetings.

Qualifications [REDACTED]

[REDACTED]

[REDACTED]

Optional statements

- The following matters will be included in the Risk Register

If the *Contractor* is to provide Service Information for his plan

- The Service Information for the *Contractor's* plan is contained in the document:

If a plan is identified in the Contract Data

- The plan identified in the Contract Data is contained in the following documents:
- “2.1.1 E01 Habitat Management_Wild Ground (1)”
- “2.1.2 E02 Species Monitoring_Wild Ground (1)”
- “2.1.3 E03 Health and Safety_Wild Ground (1)”
- “2.1.4 E04 Sustainability_Wild Ground (1)”

If Option A, C or E is used

- The *price list* is contained in the document: “3.1.1 Breakdown of the Total Price_Wild Ground”

If Option A or C is used

- The tendered total of the Prices is £63,198.07