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**0043 Studio School Conversion**

**Tender for Design Team**

**APPENDIX C**

**NEC4 Professional Service Short Contract**

**Contract Conditions –**

**Contract Data Part 1 – Data provided by the Client**

**Contract Data Part 2 – Data to be provided by the Consultant**

Derriford Road

Derriford

Plymouth

PL6 8BH July 2023

**Introduction**

The contract with the lead consultant will be let under the NEC4 Professional Service Short Contract form (PSSC) 2017 (with amendments January 2023). Set out below are the specifics which will be applicable.

**Contract Data Part 1 – Data Provided by the Client**

| **Contract Data** | **Contract Specific Details** |
| --- | --- |
|  |
|  |  |
|  |  |
| The Client is | The University of St Mark and St John(Trading as Plymouth Marjon University)Derriford RoadPlymouthPL6 8BHTel 01752 636700 |
| Address for electronic communication | pkay@marjon.ac.uk |
|  | design tendering and supervision of construction of the conversion of the Studio School for Higher Education purposes |
|  | 24 August |
|  |  |
| The delay damages are | £100 per day |
|  |  |
|  |  |
|  |  after completion |
| day |  of each Month |
| Y(UK)2 The housing, grants, construction and regeneration act 1996 | Does apply ~~/ Does not apply~~ |
| The adjudicator is | To be appointed by the adjudicator nominating body |
| The interest rate is  | 2% above the Bank of England base rate |
| The Client provides these insurances from the insurance table | Not Applicable |
| The consultant provides the following insurance coverThe consultants failure to use the skill and care normally used by professionals providing services similar to the serviceLoss of or damage to property and liability for bodily injury to or death of a person (not an employee of the consultant) arising from or in connection with the consultant providing the serviceDeath or bodily injury to employees of the consultant arising out of and in the course of their employment in connection with the contract  | £2,000,000 (in respect of each claim without limit to the number of claims)£2,000,000 (in respect of each event without limit to the number of events)£5,000,000 (in respect of each event without limit to the number of events) |
| The consultants total liability to the client for all matters arising under or in connection with the contract, other than excluded matters is limited to | Not Applicable |
| The adjudicator nominating body is | Royal institution of Chartered SurveyorsDispute Resolution Service55 Colmore RowBirmingham B3 2AA |
| The tribunal is | Arbitration |
| The arbitration procedure is | Royal Institution of Chartered SurveyorsConstruction and Engineering Arbitration ServiceFast Track Arbitration Service |
| The Conditions of contract are the NEC4 Professional Service Short Contract June 2017 (with amendments January 2023) and the following additional conditions |  |
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**Contract Data Part 2 – Data Provided by the Consultant**

| **Contract Data** | **Contract Specific Details** |
| --- | --- |
|  |
| The consultant is |  |
| Address for communications |  |
| Address for electronic communications |  |
| The fee percentage is |  |
| The people rates are | *[as stated in Schedule 1 – Pricing, Table B]* |
| The key persons are |  |
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