

SERVICE AGREEMENT

(NEC PROFESSIONAL SERVICES CONTRACT)

This is a Service Agreement based on the template in Schedule 11, Part B of the Framework Agreement made between Scape Procure Limited (1) and Morgan Sindall Construction & Infrastructure Ltd (2) dated 20th September 2021 (the 'Framework Agreement'). Except where the context otherwise requires, all terms defined in the Framework Agreement shall have the same meaning in this Service Agreement.

Clients have discretion to use the Service Agreement to engage the Partner to provide Design Services and/or Pre-Construction Activities:

THIS AGREEMENT is made on 24/2/2022

BETWEEN

1. the *Client*

National Highways

Of

Address for
communications

The Cube
199 Wharfside Street
Birmingham
B1 1RN

Telephone

[Redacted]

Address for electronic communications

[Redacted]

2. the
Consultant

Morgan Sindall Construction &
Infrastructure Ltd

whose registered office is

Address for
communications

Kent House,
14-17 Market Place,
London,
W1W 8AJ

Telephone

[Redacted]

Address for electronic communications

[Redacted]

FOR THE
SERVICES OF

Pre Construction design and professional services required for Scape Gateway 3 & 4 relating to the Area 9 Depots as set out in the Framework Agreement National Construction Framework.

Project Name

Area 9 Depot

Project No.

MSSNF/EW-002

Whereas:

This Service Agreement is made pursuant to the Framework Agreement dated 20th September 2021 made between Scape Procure Limited and Morgan Sindall & Infrastructure Ltd (the 'Framework Agreement') and incorporates those provisions of the Template Service Agreement set out in the Framework Agreement.

When using this Service 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 its 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 *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 NEC Professional Services Contract June 2017 (with January 2019 and October 2020 amendments).

MAIN OPTION CLAUSE

Option	Option Title	Selected Option:		
A	Priced Contract with Activity Schedule		A	
C	Target Contract			

Option for Resolving Disputes

Clause	Option Title	Applicable?
W2	Dispute resolution procedure	Shall apply

SECONDARY OPTION CLAUSES AND ADDITIONAL OPTIONS:

Clause	Option Title	Applicable?
Secondary Options		
X1	Price adjustment for inflation	<input type="checkbox"/> Applies if checked
X2	Changes in the law	Shall apply
X4	Ultimate holding company guarantee	<input type="checkbox"/> Applies if checked
X5	Sectional Completion	<input type="checkbox"/> Applies if checked
X7	Delay Damages	<input type="checkbox"/> Applies if checked
X8	Undertakings to Others	<input type="checkbox"/> Applies if checked
X9	Transfer of rights	<input type="checkbox"/> Applies if checked
X10	Information Modelling	<input type="checkbox"/> Applies if checked
X11	Termination by the Client	<input type="checkbox"/> Applies if checked
X12	Multiparty collaboration	<input type="checkbox"/> Applies if checked
X13	Performance Bond	<input type="checkbox"/> Applies if checked
X18	Limitation of liability	Shall apply
Additional Options		
13.10	Electronic Communications	<input checked="" type="checkbox"/> Applies if checked
Option Y		
Y(UK)1	Project Bank Accounts	<input type="checkbox"/> Applies if checked
Y(UK)2	The Housing Grants, Construction and Regeneration Act 1996	Shall apply
Y(UK)3	The Contracts (Rights of Third Parties) Act 1999	
Z	Additional conditions of contract	Shall apply

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

£ 647,943.77

Nb. The *Consultant* should attach the build-up of their Prices using the relevant sections of the Tendered Total Model template (Schedule X of the Framework Agreement) in the Contract Data table below.

Executed as a Deed by

National Highways Ltd

By affixing its common seal 2022 no 99

in the presence of

)
)
)

.....
Signature

Authorised Signatory

.....
Signature

.....
Full name (BLOCK CAPITALS)

.....
Position/title

Executed as a Deed on behalf of

MORGAN SINDALL CONSTRUCTION & INFRASTRUCTURE LTD under a Power of Attorney:

Signature:

Name:

in the presence of.

Signature:

Name:

Occupation

Address: