

DATED 8 December 2021

- (1) THE SECRETARY OF STATE FOR
ENVIRONMENT, FOOD AND RURAL AFFAIRS**
- (2) MACE LIMITED**

CONSULTANT APPOINTMENT

Incorporating and amending the

**NEC4 Professional Service Contract (June
2017) / Main Option E**

**Relating to Cost Consultancy Services at
Bastion Point**

THIS AGREEMENT is made on the 8th day of December 2021

PARTIES

(1)

The Secretary of State for Environment, Food and Rural Affairs ("**Client**"); and

(2) Mace Limited (registered number 02410626) of 155 Moorgate, London, EC2M 6XB ("**Consultant**").

RECITALS

- (A) The *Client* requires the *Consultant* to carry out the *service*, as more particularly described in the Scope.
- (B) The *Consultant* has agreed to carry out the *service* in accordance with the contract detailed at clause 5 of this Agreement.

NOW IT IS AGREED THAT

1. INTERPRETATION

In this Agreement unless the context otherwise requires:

- (a) terms used with initial capital letters have the meaning given to them in the *conditions of contract*;
- (b) any italicised term has the meaning given to it in the Contract Data; and
- (c) clause headings are for information purposes only.

2. APPOINTMENT

The *Client* appoints the *Consultant* to Provide the Service in accordance with the contract detailed at clause 5 below and the *Consultant* accepts such appointment.

3. CONSULTANT'S RESPONSIBILITIES

The *Consultant* will Provide the Service in accordance with the contract detailed at clause 5 below.

4. CLIENT'S RESPONSIBILITIES

In consideration of the *Consultant* Providing the Service, the *Client* will pay the *Consultant* the sums required under the contract detailed at clause 5 below.

5. CONTRACT FOR THE SERVICE

The contract for the *service* comprises this Form of Agreement and the *conditions of contract* in the NEC4 Professional Service Contract (June 2017) as amended by the schedule of amendments annexed to this Form of Agreement (the "**Schedule of Amendments**") together with the completed Contract Data and other appendices and documentation annexed to this Form of Agreement.

6. PRIORITY OF DOCUMENTS

If there is any ambiguity or inconsistency in or between the documents comprising the contract for the *service*, the priority of the documents is in accordance with the following sequence:

- (a) this Form of Agreement;
- (b) the Schedule of Amendments;
- (c) the completed Contract Data;
- (d) the printed form of NEC4 Professional Service Contract (June 2017);
- (e) the appendices to the contract (including the Scope); then
- (f) any other documents incorporated by reference.

IN WITNESS WHEREOF this Form of Agreement has been executed as a deed by the Parties on the date first before written.

[REDACTED]		
[REDACTED]		
[REDACTED]		[REDACTED]
		[REDACTED]
[REDACTED]		
[REDACTED]		
[REDACTED]		
[REDACTED]		
[REDACTED]		
[REDACTED]		
		[REDACTED]
		Director
in the presence of:)	
Witness Signature)	
Witness Name)	
Address		155 Moorgate, London, EC2M 6X)

CONTRACT DATA**Part one - Data provided by the *Client***

Subject	Particulars
1 General	
The <i>conditions of contract</i> are	the core clauses and the clauses for Main Option E, Dispute Resolution and Avoidance Option W2, and Secondary Options X2, X11, and Y(UK)2 of the NEC4 Professional Service Contract June 2017.
The <i>service</i> is	Cost Consultancy Services and Project Management Services (as further detailed in the Scope)
The <i>Client</i> is	<p>Name: The Secretary of State for Environment, Food and Rural Affairs</p> <p>Address: Nobel House, 17 Smith Square, London, SW1P 3JR</p> <p>Address for electronic communications: <div style="background-color: black; width: 100px; height: 1em;"></div> </p>
The <i>Service Manager</i> is	<p>Name: Nigel Bryant</p> <p>Address: Nobel House, 17 Smith Square, London, SW1P 3JR</p> <p>Address for electronic communications: <div style="background-color: black; width: 100px; height: 1em;"></div> </p>
The <i>Scope</i> is	attached to this contract at Annex A
The <i>language of the contract</i> is	English
The <i>law of the contract</i> is the law of	England
The <i>period for reply</i> is	2 weeks
The <i>period for retention</i> is	12 year(s) following Completion or earlier termination
The following matters will be included in the Early Warning Register	An Early Warning register will be developed within 1 week of the Contract starting date. Early warning meetings are to be held at intervals no longer than [14 days]
2 The <i>Consultant's</i> main responsibilities	
The <i>Consultant</i> is responsible for obtaining the following third-party consents, approvals, licences and permissions without addition or adjustment to the Prices:	

Subject	Particulars	
• Not applicable' there are none		
The <i>Client</i> has identified work which is set to meet a stated <i>condition</i> by a <i>key date</i> , these are:	<i>condition to be met</i>	<i>key date</i>
	All activity to end RIBA stage 4 complete	30 November 2021
If Option A is used	N/A	
If Option C or E is used	The <i>Consultant</i> prepares forecasts of the total Defined Cost plus Fee and <i>expenses</i> at intervals no longer than 28 Days	
3 Time		
The <i>starting date</i> is	18 October 2021	
The <i>Client</i> provides access to the following persons, places and things	<i>access</i>	<i>access date</i>
The <i>Consultant</i> submits revised programmes at intervals no longer than	28 Days	
If the <i>Client</i> has decided the <i>completion date</i> for the whole of the <i>service</i> , the <i>completion date</i> for the whole of the <i>service</i> is	30 November 2021	
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	N/A	
4 Quality management		
The period after the Contract Date within which the <i>Consultant</i> is to submit a quality policy statement	N/A	

Subject	Particulars	
and quality plan is		
The period between Completion of the whole of the <i>service</i> and the <i>defects date</i> is	N/A	
5 Payment		
The <i>currency of the contract</i> is:	Pounds sterling	
The <i>assessment interval</i> is:	Monthly	
If the <i>Client</i> states any <i>expenses</i> , the <i>expenses</i> stated by the <i>Client</i> are:	item	amount
	Travel to site	£300
The <i>interest rate</i> is:	3% per annum above the base rate of the Bank of England.	
If Option A applies, the Gross Construction Value percentage is	N/A	
If Option C or E is used and the <i>Client</i> states any locations, the locations for which the <i>Consultant</i> provides a charge for the cost of support people and office overhead are	N/A	
6 Compensation events		
If there are additional compensation events, these are the additional compensation events		
8 Liabilities and insurance		
See new clause in 'Additional Clauses' RE Consultants Liability		
The minimum amount of cover for insurance against the <i>Consultant's</i> failure to use the level of skill, care and diligence required under clause 20. is £1,000,000 (one million pounds) To be maintained from the <i>starting date</i> until the date falling 12 years after Completion or, if earlier, 12 years after termination of the <i>Consultant's</i> engagement under this contract.		
The minimum amount of cover for insurance against loss of or damage to property and liability for bodily		

Subject	Particulars
	injury 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 for any one event is £5,000,000 (five million pounds). To be maintained from the <i>starting date</i> until the <i>defects date</i> or, if earlier, termination of the <i>Consultant's</i> engagement under this contract.
	The minimum amount of cover for insurance against death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with this contract for any one event is £5,000,000 (five million pounds). To be maintained from the <i>starting date</i> until the <i>defects date</i> or, if earlier, termination of the <i>Consultant's</i> engagement under this contract.
	If the <i>Client</i> is to provide any of the insurances stated in the Insurance Table, these are:
	<p>If additional insurances are to be provided:</p> <p>The <i>Client</i> provides these additional insurances: Not applicable</p> <p>The <i>Consultant</i> provides these additional insurances:</p> <ul style="list-style-type: none"> Not Applicable.
	<p>The Consultants total liability to the Employer for all matters arising under or in connection with this contract, other than the excluded matters is limited to £1 million in the aggregate.</p> <p>The <i>Consultant</i> shall in no event be liable to the <i>Client</i> for any indirect or consequential loss in relation to fire-related issues, which shall include without limitation: loss of actual or anticipated profits or anticipated savings; loss of opportunity; loss of reputation; loss of revenue; loss of contracts, loss of business, loss of use, costs of re-housing, whether foreseeable, foreseen, known, or otherwise.</p> <p>Neither party shall be liable, whether for breach of contract, in tort (including negligence), for breach of statutory duty or otherwise, for any indirect or consequential losses whether foreseeable, foreseen, known, or otherwise.</p>
9 Resolving and avoiding disputes	
The <i>tribunal</i> is	the Courts of England
The <i>Senior Representatives</i> of the <i>Client</i> are	<p>Name: [REDACTED]</p> <p>Address for electronic communications: [REDACTED]</p>
The <i>Adjudicator</i> is	to be selected by the <i>Adjudicator nominating body</i> below
The <i>Adjudicator nominating body</i> is	RICS
Optional statements	

Subject	Particulars
Y(UK)2: The Housing Grants, Construction and Regeneration Act 1996	<p>If the final date for payment is not fourteen days after the date on which payment becomes due, the period is:</p> <p>Thirty days after the due date</p>
If Option Z is used	The <i>additional conditions of contract</i> are set out in the Schedule of Amendments.

SCHEDULE OF AMENDMENTS

AMENDMENTS TO SECONDARY OPTION CLAUSES

Clause Heading	Clause No.	Amendment
Option X11: Termination by the <i>Client</i>		
Termination by the <i>Client</i>	X11.2	<p>Delete "A1 and A3" and replace with "A1".</p> <p>Insert at the end of the clause: "The <i>Consultant</i> is not entitled to any claim for any other costs, losses (including direct or indirect or consequential loss of profits), expenses, damages or claims whatsoever arising from the termination of this contract (in whole or in part)."</p>
Option Y(UK)2: The Housing Grants, Construction & Regeneration Act 1996		
Dates for payment	Y2.2	<p>Delete the first sentence and replace with: "The date on which a payment becomes due is the later of the relevant assessment date and the date the <i>Service Manager</i> receives the <i>Consultant's</i> application for payment validly submitted for the assessment date in question."</p> <p>In the final bullet point, delete "seven days" and replace with "thirty days".</p> <p>Delete the final sentence of Y2.2 and replace with:</p> <p>"If the <i>Service Manager</i> does not make an assessment in accordance with clause 51.1 then, provided that the <i>Consultant</i> has submitted an application in accordance with clause 50.2, the sum stated in that application for payment shall become the notified sum.</p> <p>If the <i>Service Manager</i> does not make a final assessment in accordance with clause 53.1, then the sum stated in the <i>Consultant's</i> final assessment (submitted pursuant to clause 53.2) shall become the notified sum."</p>
Notice of intention to pay less	Y2.3	Delete "seven days" and replace with "one day".

AMENDMENTS TO CORE CLAUSES

Clause Heading	Clause No.	Amendment
Identified and defined terms	11.2	<p>(2) (Definition of Completion)</p> <p>In the first bullet point, delete the word "and".</p> <p>In the second bullet point, insert a semi colon after the word "Defects" and delete the words "which would have prevented the <i>Client</i> from using the <i>service</i> or Others from doing their work."</p> <p>Add third and fourth bullet points as follows.</p> <ul style="list-style-type: none"> • "provided all documents and other information the Scope states he is to provide by the Completion Date; and • provided any deed of warranty requested by the <i>Client</i> in accordance with this contract."
Identified and defined terms	11.2	<p>(6) (Definition of Defect)</p> <p>Add the following after the words "or the applicable law":</p> <p>"or is otherwise not in accordance with this contract;"</p>
Identified and defined terms	11.2	<p>(14) (Definition of Subcontractor)</p> <p>Delete from "except for the" to the end of the definition.</p>
Identified and defined terms	11.2	N/A
Identified and defined terms	11.2	N/A
Identified and defined terms	11.2	<p>(24) Add a new clause 11.2(24) as follows.</p> <p>"Applicable Laws are the laws of the United Kingdom or the laws of any member of the European Union or the laws of the European Union applicable to the <i>Consultant</i> to process Personal Data."</p>
Identified and defined terms	11.2	<p>(25) Add a new clause 11.2(25) as follows.</p> <p>"The CDM Regulations are the Construction (Design and Management) Regulations 2015 (including any amendment or addition to or replacement of those regulations from time to time) and any related guidance requirements issued by the Health and Safety Executive from time to time."</p>
Identified and defined terms	11.2	<p>(26) Add a new clause 11.2(26) as follows.</p> <p>"Confidential Information is information that ought to be considered confidential (however it is conveyed or on whatever media it is stored) including information the disclosure of which would, or would be likely to, prejudice the commercial interests of any person, trade secrets, intellectual property rights and know-how of either party and all personal data and sensitive personal data within the meaning of Data Protection Legislation."</p>

Identified and defined terms	11.2	(27) Add a new clause 11.2(27) as follows. "Data Protection Legislation is the General Data Protection Regulation (EU) 2016/679) and the Data Protection Act 2018."
Identified and defined terms	11.2	(28) Add a new clause 11.2(28) as follows. "EIR is the Environmental Information Regulations 2004 together with any guidance and/or code of practice issued by the Information Commissioner or relative Government department in relation to such regulations."
Identified and defined terms	11.2	(29) Add a new clause 11.2(29) as follows. "Equalities Legislation is all applicable laws and regulations which make unlawful discrimination, harassment and/or victimisation on grounds of age, disability, sex, marital or civil partnership status, sexual orientation, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex and sexual orientation or temporary or part-time status in employment or otherwise including, without limitation, the Equality Act 2010, the Part-time Workers (Prevention of Less Favourable Treatment) Regulations 2000, the Fixed-term Employees (Prevention of Less Favourable Treatment) Regulations 2002 or any preceding, successor or amending laws or regulations concerning the same."
Identified and defined terms	11.2	(30) Add a new clause 11.2(30) as follows. "FOIA is the Freedom of Information Act 2000 and any subordinate legislation made under that Act together with any guidance and/or codes of practice issued by the Information Commissioners or relevant Government department in relation to that Act."
Identified and defined terms	11.2	(31) Add a new clause 11.2(31) as follows. "FOIA Code is the Department of Constitutional Affairs Code of Practice on the Discharge of functions of Public Authorities under Part I FOIA or any replacement or revision of that Code."
Identified and defined terms	11.2	(33) Add a new clause 11.2(33) as follows. "Information is information as defined in Section 84 of the FOIA and which relates to the contract (or any preceding tender process leading up to it), the <i>Consultant</i> , or any Subcontractor, of the <i>service</i> ."
Identified and defined terms	11.2	(34) Add a new clause 11.2(34) as follows. "A Funder is any person, firm, company or bank, including any mortgagee, with whom the <i>Client</i> , any Purchaser and/or any Tenant has entered or may after the date of this contract enter into an agreement for the provision of finance in connection with all or any part of the Project or the site of the Project."
Identified and defined terms	11.2	(35) Add a new clause 11.2(35) as follows. "Intellectual Property Rights are patents, trade marks, service marks, trade names, registered and unregistered designs,

		trade or business names, copyright (including, but not limited to, rights in software), database rights, design rights, rights in confidential information and any other intellectual property rights whatsoever (whether or not such intellectual property rights are registered or capable of registration) which may subsist in any part of the world."
Identified and defined terms	11.2	(36) Add a new clause 11.2(36) as follows: "Material is designs, drawings, models, plans, specifications, design details, photographs, brochures, reports, notes of meetings, CAD materials, calculations, data, databases, schedules, programmes, bills of quantities, budgets and any other documents or materials in any medium which have been created, developed and/or provided by the <i>Consultant</i> or its Subcontractors in connection with the <i>service</i> and all updates, amendments, additions and revisions to them and any service, designs, or inventions incorporated or referred to in them."
Identified and defined terms	11.2	(37) Add a new clause 11.2(37) as follows. "The Planning Permissions are all planning permissions for the Project, including any planning permissions identified in the Scope."
Identified and defined terms	11.2	(38) Add a new clause 11.2(38) as follows: "The Project is the over-arching project to which the <i>service</i> relates, as further detailed in the documents comprising this contract."
Identified and defined terms	11.2	(39) Add a new clause 11.2(39) as follows. "A Purchaser is any person to whom the <i>Client</i> transfers or agrees to transfer a freehold interest in or who has contracted (whether with the <i>Client</i> or any third party) to acquire such an interest in all or part of the Project or the site of the Project."
Identified and defined terms	11.2	(40) Add a new clause 11.2(40) as follows. "Request for Information (or "Request") is a request for Information within the meaning given in Section 1 of the FOIA or any request for Information under the EIR."
Identified and defined terms	11.2	(41) Add a new clause 11.2(41) as follows. "A Tenant is any person to whom the <i>Client</i> grants or agrees to grant a leasehold interest in or who has contracted (whether with the <i>Client</i> or any third party) to acquire such an interest in all or any part of the Project or the site of the Project."
Identified and defined terms	11.2	(42) Add a new clause 11.2(42) as follows: "Working Day is a day (other than a Saturday, Sunday or public holiday in England) when banks in London are open for business (save that, for the purpose of clause Z1, Working Day has the meaning given in Section 10 of the FOIA)."
Interpretation and the law	12.5	Add a new clause 12.5 as follows.

		"Reference to any statute or statutory provision includes any amendment modification or re-enactment of that statute or statutory provision."
Interpretation and the law	12.6	Add a new clause 12.6 as follows. "Headings of clauses and sub-clauses are for convenience only and do not affect the interpretation of this contract."
Interpretation and the law	12.7	Add a new clause 12.7 as follows. "In this contract: <ul style="list-style-type: none"> • words placing an obligation on a party to do any act matter or thing include an obligation to procure that it be done; • words placing a party under a restriction include an obligation not to permit or allow infringement of the restriction; and • words introduced by the terms "including", "include", "in particular" or any similar expression are illustrative and do not limit the sense of the words preceding those terms."
Interpretation and the law	12.8	Add a new clause 12.8 as follows: "This contract takes effect from the date when the <i>Consultant</i> begins Providing the Service, regardless of the date of this contract."
Interpretation and the law	12.9	Add a new clause 12.9 as follows: "Except as expressly permitted by this contract, a person or organisation who is not one of the Parties may not enforce a term of this contract under the Contract (Rights of Third Parties) Act 1999."
Communications	13.8	Delete the final sentence of clause 13.8 and replace with: "Withholding acceptance is not a compensation event provided that the withholding is not unreasonable, vexatious and/or (in circumstances where the <i>Consultant</i> has advised that the acceptance is time critical) delayed beyond the relevant period for acceptance specified in this contract."
Acceptance	14.1	Add at the end of clause 14.1 as a new sentence after "to Provide the Service": "The <i>Consultant's</i> responsibility to Provide the Service does not change by reason of the <i>Client's</i> acceptance of the <i>service</i> or any part of the <i>service</i> ."
Requirements for instructions	16.1	Delete the second sentence and replace with the following: "If and when the <i>Service Manager</i> requests, the <i>Consultant</i> sets out in writing his proposed amendments to remove the ambiguity or inconsistency. The <i>Service Manager</i> gives an instruction to resolve the ambiguity or inconsistency, whether by acceptance of the <i>Consultant's</i> proposal or otherwise."
Requirements for instructions	16.2	Delete the second sentence and replace with the following:

		<p>"If and when the <i>Service Manager</i> requests (and/or the terms of this contract require it), the <i>Consultant</i> sets out in writing his proposed amendments to remove the illegal or impossible requirement. The <i>Service Manager</i> gives an instruction to remove the illegal or impossible requirement, whether by acceptance of the <i>Consultant's</i> proposal or otherwise."</p>
Providing the Service	20.1	<p>Delete existing clause 20.1 and substitute the following:</p> <p>"The <i>Consultant</i> Provides the Service:</p> <ul style="list-style-type: none"> • with all the reasonable skill, care and diligence to be expected of a qualified and experienced member of the <i>Consultant's</i> profession undertaking services similar in scope, nature, value and complexity to the <i>service</i>; and • in accordance with; <ul style="list-style-type: none"> ○ the Scope; ○ the quality policy statement and quality plan; ○ all statutes, statutory instruments, regulations, rules and orders made under any statute or directive having the force of law which affect the <i>service</i> or the Project or the performance of any obligations under this contract; ○ any regulation, byelaw, Planning Permissions or approval of any local authority or statutory undertaker having jurisdiction in relation to the Project or with whose systems the Project is, or is to be, connected; and ○ the policies of the <i>Client</i> relating to the <i>service</i> brought to the attention of the <i>Consultant</i> by the <i>Client</i>." • Nothing in this contract (including, without limitation, the Scope) shall imply a fitness for purpose obligation on the Consultant. The Consultant's obligation in performing the Services shall be to use the level of skill, care and diligence required
Providing the Service	20.2	<p>Delete "the skill and care normally used by professionals providing services similar to the <i>service</i>" and replace with "the level of skill, care and diligence required under clause 20.1".</p>
Providing the Service	20.3	<p>Delete "the skill and care normally used by professionals providing services similar to the <i>service</i>" and replace with "the level of skill, care and diligence required under clause 20.1".</p>
Providing the Service	20.6	<p>Add a new clause 20.6 as follows:</p> <p>"So far as relevant to the <i>service</i>, the <i>Consultant</i> complies with the guidance contained in "Good Practice in the Selection of Construction Materials 2011", published by the British Council for Offices and the British Property Federation.</p> <p>The <i>Consultant</i> does not specify for use any substances or materials:</p> <ul style="list-style-type: none"> • generally known at the time of use to be deleterious or hazardous to health and safety or detrimental to integrity or durability in the particular circumstances in which they are specified or used; or

		<ul style="list-style-type: none"> which do not comply with any applicable British Standard or European Standard or any applicable code of practice."
Working with the Client and Others	22.3	Delete "within four weeks of" in the penultimate sentence and replace with "following". Delete the final sentence of clause 22.3.
Subcontracting	23.2	Delete the second sentence and replace with: "Notwithstanding any other provision in this contract, the <i>Consultant</i> does not appoint a Subcontractor if there are compulsory grounds for excluding that Subcontractor under regulation 57 of the Public Contracts Regulations 2015 (or the equivalent provision in any amendment, restatement or re-enactment of the Public Contracts Regulations 2015)."
Subcontracting	23.3	Insert "(together with contact details and legal representation for the relevant Subcontractor)" after "proposed subcontract documents". Delete from "unless" up to and including the end of the second bullet point. Add the following at the end of Clause 23.3: <ul style="list-style-type: none"> "they are otherwise not compatible with these conditions of contract, they are not to be executed as a deed; or they do not comply with clause 23.4, such list not to be exhaustive."
Subcontracting	23.4	Insert new clause 23.4 as follows: "The <i>Consultant</i> includes in any subcontract awarded by him provisions requiring that: <ul style="list-style-type: none"> payment due to the Subcontractor under the subcontract is made no later than 30 days after receipt of a valid and undisputed invoice; invoices for payment submitted by the Subcontractor are considered and verified by the <i>Consultant</i> in a timely fashion; undue delay in considering and verifying invoices is not sufficient justification for failing to regard an invoice as valid and undisputed; and any contract awarded by the Subcontractor for <i>service</i> included in this contract includes provisions to the same effect as the provisions of this clause 23.4."
Other responsibilities	24.1	Delete the existing text of clause 24.1 and replace with the following: "The <i>Consultant</i> obtains, without addition or adjustment to the total of the Prices, all permits, consents and approvals required from Others, as referenced in the Contract Data. If requested by the <i>Client</i> , the <i>Consultant</i> at its own cost provides reasonable assistance (including the provision of copies of drawings and specifications) to the <i>Client</i> and its nominated representatives and consultants in obtaining any

		permits, consents and approvals required from Others, which are not the <i>Consultant's</i> responsibility to obtain pursuant to the Contract Data."
Other responsibilities	24.4	Add a new Clause 24.4 as follows. "The <i>Consultant</i> warrants that it is and will at all times whilst Providing the Service remain competent and adequately resourced to carry out all obligations and duties placed on the <i>Consultant</i> under the CDM Regulations."
Other responsibilities	24.5	Insert new clause 24.5: "Notwithstanding any other provision of this contract, other than in an emergency or with the prior written consent of the <i>Client</i> , the <i>Consultant</i> has no authority to: <ul style="list-style-type: none"> • make (or instruct Others to make) any material alteration to the Project or the <i>service</i>; • vary, terminate or waive compliance with the terms of any contract entered into by the <i>Client</i> in connection with the Project; • enter into any contract, commitment or undertaking on behalf of the <i>Client</i>; or • issue any instruction or notice under any contract entered into by the <i>Client</i> in connection with the Project that delays the Project or increases the cost of the Project."
Assignment	25.1	Delete the existing text of clause 25.1 and replace with the following: "The <i>Client</i> may assign the benefit of this contract or any part, share or interest herein without the consent of the <i>Consultant</i> on a maximum of two occasions. The <i>Client</i> shall notify the <i>Consultant</i> of any assignment within 10 Working Days. The <i>Consultant</i> shall not contend that any person to whom the benefit of this Contract is assigned under this clause 25.1 may not recover any sum under this Contract because that person is an assignee and not a named party to this Contract. The <i>Consultant</i> does not assign the benefit of this contract or any part, share or interest herein without the consent of the <i>Client</i> (save only that the <i>Client's</i> consent shall not be required where and to the extent that assignment is automatically permitted by virtue of the Business Contract Terms (Assignment of Receivables) Regulations 2018)."
Disclosure	26.1	Insert at the end of this clause, before the full stop: "and except where permitted by the conditions of contract".
Assessing the amount due	50.1	Delete the first two sentences of clause 50.1 and replace with: "The first assessment date is the <i>assessment interval</i> after the <i>starting date</i> ."
Assessing the amount due	50.2	Delete the existing text of clause 50.2 and replace with: "The <i>Consultant</i> submits an application for payment to the <i>Service Manager</i> no more frequently than at each assessment date."

		The <i>Consultant's</i> application for payment sets out the amount the <i>Consultant</i> considers is due at the relevant due date and the basis on which that sum is calculated."
Assessing the amount due	50.3	Delete the opening paragraph of clause 50.3 and replace with "If the <i>Consultant</i> validly submits an application for payment in accordance with clause 50.2, the amount due at the relevant due date is:".
Assessing the amount due	50.4	Delete clause 50.4 and replace with: "Not used".
Assessing the amount due	50.8	Delete clause 50.8 and replace with: "Not used".
Assessing the amount due	50.9	Delete the final hanging paragraph of clause 50.9.
Payment	51.1	Delete the first sentence of this clause and replace with: "The <i>Service Manager</i> certifies a payment within five days of the relevant due date (such due date ascertained in accordance with clause Y(UK)2).
Payment	51.2	Delete clause 51.2 in its entirety and substitute the following: "Subject to any pay less notice issued pursuant to clause Y(UK)2.3, the amount stated in the <i>Service Manager's</i> payment certificate (or, in circumstances where no payment certificate is issued on time, the amount stated in the <i>Consultant's</i> application for payment validly submitted for the assessment date in question) is made on or before the final date for payment (calculated in accordance with clause Y(UK)2.2). If a certified payment is late, interest is paid on the late payment. Interest is assessed from the final date for payment until the date when the payment is made and is included in the first assessment after the late payment is made."
Final assessment	53.1	Delete from and including "The final payment is made" to and including the end of clause 53.1 and replace with: "Subject to any pay less notice issued pursuant to clause Y(UK)2.3, the final payment is made on or before the final date for payment (calculated in accordance with clause Y(UK)2.2)."
Final assessment	53.2	Delete from and including "The final payment is made" to and including the end of clause 53.2 and replace with: "Subject to any pay less notice issued pursuant to clause Y(UK)2.3, the final payment is made on or before the final date for payment (calculated in accordance with clause Y(UK)2.2)."
Compensation events	60.1(1)	Add the following new bullet points to clause 60.1(1). <ul style="list-style-type: none"> • "a change required due to the manifestation of a risk carried by the <i>Consultant</i> pursuant to these conditions of contract; or

		<ul style="list-style-type: none"> a change required in order to correct any error, ambiguity or inconsistency in or between any Scope provided by the <i>Consultant</i>."
Compensation events	60.1(6)	At the end of this clause, before the full stop, insert the following: "provided the <i>Consultant</i> has notified the <i>Service Manager</i> that the response is time critical".
Compensation events	60.1(8)	Delete "for a reason not stated in the contract" and replace with "unreasonably, vexatiously and/or (in circumstances where the <i>Consultant</i> has advised that the acceptance is time critical) beyond the relevant period for acceptance specified in this contract."
Compensation events	60.1(11)	Substitute the following as clause 60.1(11): "A breach of contract by the <i>Client</i> which is not one of the other compensation events in this contract and to the extent that such breach was not caused or contributed to by the <i>Consultant</i> or any Subcontractor."
Compensation events	60.1(15)	Delete clause 60.1(15) and replace with "Not used".
Assessing compensation events	63.6	At the end of clause 63.4 delete the full stop and insert the following. "and such rights are in place of and to the exclusion of any right or remedy at common law (including for the avoidance of doubt any right to claim damages) and any other remedy or relief in respect of any compensation event."
The Parties' use of material	70	<p>Delete the whole of clause 70 and substitute the following:</p> <p>"The <i>Consultant</i> grants to the <i>Client</i>, with immediate effect, an irrevocable, non-exclusive, non-terminable, royalty-free, world-wide licence to copy and make full use of any Material prepared by or on behalf of the <i>Consultant</i> (including the Intellectual Property contained therein):</p> <ul style="list-style-type: none"> for any purpose connected with the <i>service</i> or the Project including but not limited to the construction completion reconstruction modification alteration maintenance reinstatement extension repair use letting sale promotion and advertisement of the <i>service</i> and the Project; and for other purposes as stated in the Scope. <p>The <i>Client</i> may assign such right or grant sub-licences to Others for any such purpose without the <i>Consultant's</i> consent.</p> <p>The <i>Client</i> may, at any time (whether before or after completion of the <i>service</i>, or termination of the <i>Consultant's</i> engagement under this Contract), request a copy or copies of (some or all of) the Material from the <i>Consultant</i>. On the <i>Client's</i> payment of the <i>Consultant's</i> reasonable charges for providing the copy (or copies), the <i>Consultant</i> shall provide the copy (or copies) to the <i>Client</i>.</p>

		<p>All royalties or other sums payable in respect of the supply and use of any patented articles processes or inventions required in connection with the <i>service</i> shall be paid by the <i>Consultant</i> and the <i>Consultant</i> shall indemnify the <i>Client</i> from and against all claims, proceedings, damages, costs, and expenses suffered or incurred by the <i>Client</i> by reason of the <i>Consultant</i> infringing or being held to infringe any Intellectual Property Rights in the course of or in connection with the <i>service</i>.</p> <p>The <i>Consultant</i> hereby unconditionally and for all purposes waives all moral rights to which it is entitled under Part One of Chapter IV of the Copyright Designs and Patents Act 1988 in all Material produced or to be produced by the <i>Consultant</i> pursuant to this Contract (and shall procure an equivalent waiver from its Subcontractors)."</p>
Consultant's liabilities	81.1	In the second bullet point, delete "the skill and care normally used by professionals providing services similar to the <i>service</i> " and replace with "the level of skill, care and diligence required under clause 20.1".
Reasons for termination	91A	<p>Insert new clause 91A:</p> <p>"The <i>Client</i> may terminate immediately by giving written notice if:</p> <ul style="list-style-type: none"> the <i>Consultant</i> in the reasonable opinion of the <i>Client</i> has made a material misrepresentation during the tendering process for this contract; or a Court of competent jurisdiction declares this contract ineffective in accordance with the Public Contracts Regulations 2015 or if any of the provisions of paragraph 73(1) of the Public Contracts Regulations 2015 (or the equivalent provision in any amendment, restatement or re-enactment of the Public Contracts Regulations 2015) apply, <p>and the provisions of the Termination Table shall apply as though the above reasons were one of R1-R15, R18 or R22."</p>
Reasons for termination	91B	<p>Insert new clause 91B:</p> <p>"The <i>Client</i> may immediately terminate the <i>Consultant's</i> employment under this Contract by giving written notice, if the <i>Consultant</i> is in material or persistent breach of its obligations under this Contract and fails to rectify such breach within 7 days of being notified of the same. The provisions of the Termination Table shall apply as though the preceding reason was one of R1-R15, R18 or R22."</p>
Procedures on termination	92.1	At the end of the first sentence, insert "(or otherwise has entitlement to use)".
Payment on termination	93.2	Delete A3 in its entirety.

Part two - Data provided by the *Consultant*

[Note: Consultant will be expected to bid within SCF Framework not-to-exceed percentage, hourly, or other specified rates.]

Subject	Particulars
1 General	
The <i>Consultant</i> is	<p>Name: Mace Limited (registered number 2410626)</p> <p>Address: 155 Moorgate, London, EC2M 6XB</p> <p>Address for electronic communications: <div style="background-color: black; width: 150px; height: 1.2em; margin-top: 2px;"></div> </p>
The <i>fee percentage</i> is	35%
The <i>key persons</i> are	<div style="background-color: black; width: 250px; height: 1.2em; margin-bottom: 5px;"></div> <div style="background-color: black; width: 550px; height: 1.2em;"></div>
The following matters will be included in the Early Warning Register	<p>Programme(including task by others that completion / progress relies is dependant on)</p> <p>Change schedules</p> <p>DEFRA utility connections in line with programme</p> <p>Planning dependencies – DEFRA obtaining Special Development Order in place in line with the construction works</p> <p>DEFRA internal governance procedures</p> <p>Delays in decision making and response</p> <p>Access to building at programme start</p> <p>The Bastion Point Risk Register</p>
2 The <i>Consultant's</i> main responsibilities	
If the <i>Consultant</i> is to provide Scope, the Scope provided by the <i>Consultant</i> is:	attached to this contract at Annex A
3 Time	

Subject	Particulars
If a programme is to be identified in the Contract Data, the programme identified in the Contract Data is	N/A
If the <i>Consultant</i> is to decide the <i>completion date</i> for the whole of the <i>service</i> , the <i>completion date</i> for the whole of the <i>service</i> is	N/A
5 Payment	
If the <i>Consultant</i> states any <i>expenses</i> , the <i>expenses</i> stated by the <i>Consultant</i> are	item
	amount
	as per fee proposal and appendices
	as per fee proposal and appendices
If Option A or C is used	n/a
Resolving and avoiding disputes	
The <i>Senior Representatives of the Consultant</i> are	Name: [REDACTED]
	[REDACTED]
	Address: 155 Moorgate, London, EC2M 6XB
	Address for electronic communications: [REDACTED]
As per Mace Fee Proposal Rev 22.10.21 and people rates;	
[REDACTED]	

ADDITIONAL CONDITIONS OF CONTRACT (Z CLAUSES)

Clause Heading	Clause No.	Default Amendment
FOIA, EIR and publicity	Z1	<p>“The <i>Consultant</i> acknowledges that, in order to be compliant with the FOIA and the EIR, the <i>Client</i> may be obliged, on request, to provide or consider the provision of Information to third parties where that Information constitutes or may constitute Confidential Information. Subject to the provisions of this clause Z1, the <i>Consultant</i> shall assist and co-operate with the <i>Client</i> (at the <i>Consultant's</i> expense) to facilitate the <i>Client's</i> compliance with the FOIA and/or EIR in that regard.</p> <p>The <i>Consultant</i> shall:</p> <ul style="list-style-type: none"> • transfer any Request for Information that it or its Sub-contractors receive, to the <i>Client</i> as soon as practicable after receipt and in any event within 2 Working Days of receiving that Request for Information; and • provide the <i>Client</i> with a copy of all Information in its or its Sub-contractors' possession or power that the <i>Client</i> reasonably considers is relevant to the Request in the form that the <i>Client</i> requires as soon as practicable and in any event within 5 Working Days of the <i>Client</i> requesting that Information and any follow up Information required by the <i>Client</i> thereafter within 2 Working Days of the <i>Client's</i> follow up request. <p>The <i>Consultant</i> acknowledges that the <i>Client</i> may, acting in accordance with the FOIA Code, be obliged under the FOIA or the EIR to disclose Information that is or may be Confidential Information:</p> <ul style="list-style-type: none"> • in certain circumstances without consulting the <i>Consultant</i>, or • following consultation with the <i>Consultant</i> and having taken the <i>Consultant's</i> views into account, <p>provided always that in such circumstances, the <i>Client</i> shall, in accordance with the recommendations of the FOIA Code, draw this to the attention of the <i>Consultant</i> prior to any disclosure.</p> <p>Subject to the <i>Client</i> complying with its obligations under this clause Z1, the <i>Client</i> shall not be liable for any loss, damage, harm or other detriment suffered by the <i>Consultant</i> or any Sub-contractor arising from the disclosure of any Information whether or not such Information is Confidential Information falling within the scope of the FOIA or EIR.</p> <p>The <i>Consultant</i> shall indemnify the <i>Client</i> against all claims, demands, actions, costs proceedings and liabilities that the <i>Client</i> incurs due to the <i>Consultant's</i> or any Sub-contractor's breach of this clause Z1.</p> <p>The <i>Consultant</i> shall ensure that the terms of any sub-contract which it enters into with a Sub-contractor replicate the provisions of this clause Z1 such that the <i>Client</i> has the same rights against</p>

Clause Heading	Clause No.	Default Amendment
		<p>a Sub-contractor as it does against the <i>Consultant</i> under this clause Z1.</p> <p>The <i>Consultant</i> shall not without the prior written consent of the <i>Client</i> publish alone or in conjunction with any other person any articles, illustrations, photographs, videos or press announcements relating to the <i>service</i>, or otherwise publicise this contract or the <i>service</i>, save in accordance with any legal obligation upon the <i>Consultant</i> to do so."</p>
Equalities Legislation	Z2	"The <i>Consultant</i> complies with all Equalities Legislation."
Data Protection	Z3	<p>"Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause Z3 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.</p> <p>The parties acknowledge that for the purposes of the Data Protection Legislation, the <i>Client</i> is the data controller and the <i>Consultant</i> is the data processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation).</p> <p>Without prejudice to the generality of the foregoing, the <i>Client</i> will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data (within the meaning of Data Protection Legislation) to the <i>Consultant</i> for the duration and purposes of this Contract.</p> <p>Without prejudice to the generality of the foregoing, the <i>Consultant</i> shall, in relation to any Personal Data processed in connection with the performance by the <i>Consultant</i> of its obligations under this Contract:</p> <ul style="list-style-type: none"> • process that Personal Data only on the written instructions of the <i>Client</i> as set out in the Data Processing Instructions attached at Annex D to the Schedule of Amendments or otherwise provided by the <i>Client</i>, unless the <i>Consultant</i> is required by Applicable Laws. Where the <i>Consultant</i> is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, the <i>Consultant</i> shall promptly notify the <i>Client</i> of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the <i>Consultant</i> from so notifying the <i>Client</i>; • ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the <i>Client</i>, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be

Clause Heading	Clause No.	Default Amendment
		<p>protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its 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 technical and organisational measures adopted by it);</p> <ul style="list-style-type: none"> • ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and • not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the <i>Client</i> has been obtained and the following conditions are fulfilled: <ul style="list-style-type: none"> .1 the <i>Client</i> or the <i>Consultant</i> has provided appropriate safeguards in relation to the transfer; .2 the data subject has enforceable rights and effective legal remedies; .3 the <i>Consultant</i> complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and .4 the <i>Consultant</i> complies with reasonable instructions notified to it in advance by the <i>Client</i> with respect to the processing of the Personal Data; • assist the <i>Client</i> in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators; • notify the <i>Client</i> without undue delay on becoming aware of a Personal Data breach; • at the written direction of the <i>Client</i>, delete or return Personal Data and copies thereof to the <i>Client</i> on termination of the contract unless required by Applicable Laws to store the Personal Data; and • maintain complete and accurate records and information to demonstrate its compliance with this clause Z3 and allow for audits by the <i>Client</i> or the <i>Client's</i> designated auditor. <p>The <i>Client</i> does not consent to the <i>Consultant</i> appointing any third-party processor of Personal Data under this contract.</p>

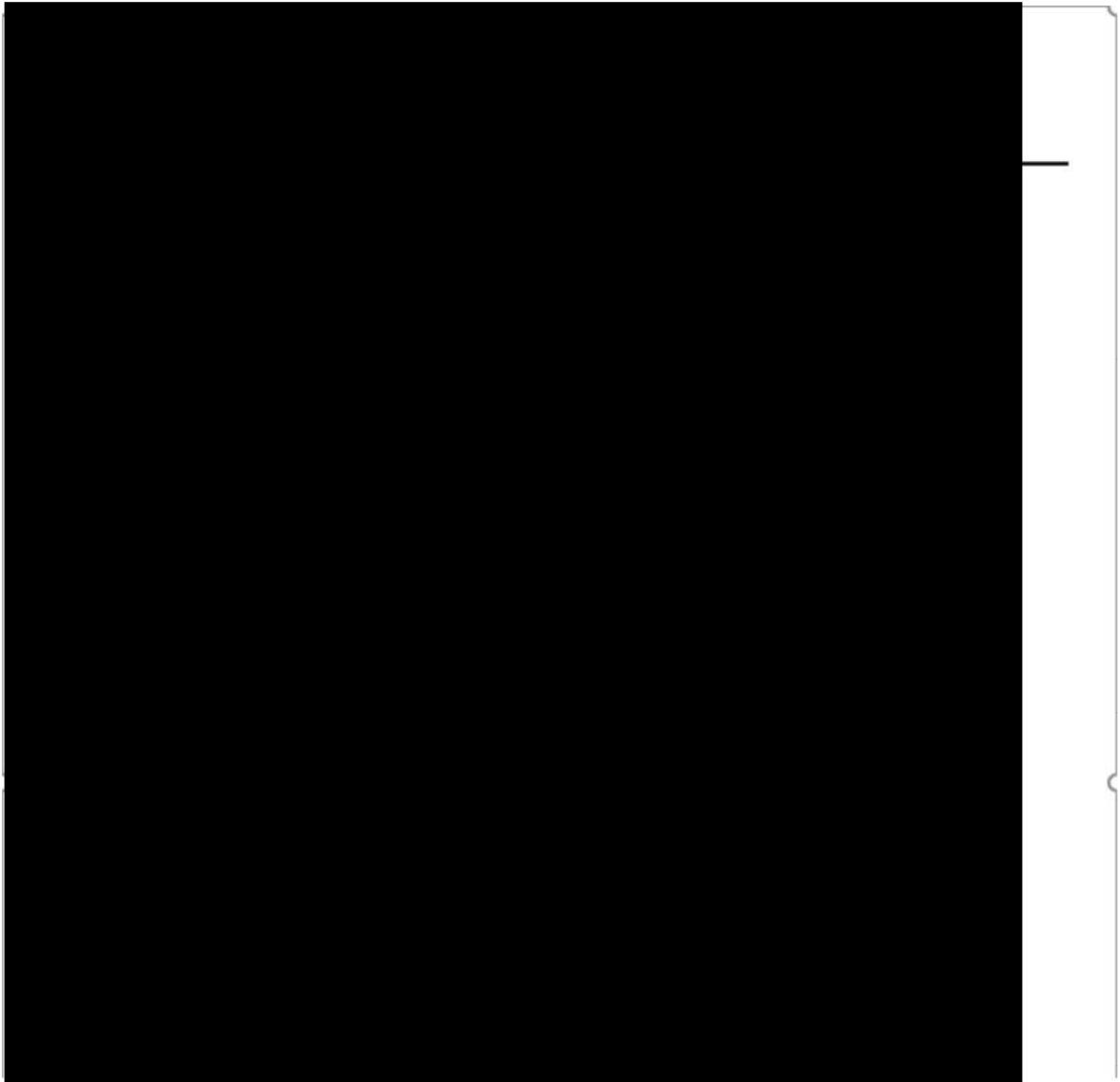
Clause Heading	Clause No.	Default Amendment
		Either party may, at any time on not less than 30 days' notice, revise this clause Z3 by replacing it with any applicable controller to processor standard clauses or similar terms forming party of an applicable certification scheme (which shall apply when replaced by attachment to this contract)."
Consultant warranties	Z4	<p>"At any time, the <i>Client</i> may request the <i>Consultant</i> to enter into deed(s) of warranty in favour of:</p> <ul style="list-style-type: none"> • any Tenant, Purchaser, or Funder, and/or • any further third party as so directed by the <i>Client</i>. <p>Within 21 days of any such request the <i>Consultant</i> executes and delivers to the <i>Client</i> deed(s) of warranty in accordance with any such request. Each such deed of warranty is in the relevant form prescribed at Annex E with such amendments as the <i>Client</i> and/or relevant beneficiary may reasonably require."</p>
Subcontractor warranties	Z5	<p>"At any time, the <i>Client</i> may request the <i>Consultant</i> to procure deed(s) of warranty from any Subcontractor(s) in favour of any</p> <ul style="list-style-type: none"> • any Tenant, Purchaser, Funder • any further third party as so directed by the <i>Client</i>; and/or • the <i>Client</i>. <p>Within 21 days of any such request the <i>Consultant</i> procures and delivers to the <i>Client</i> deed(s) of warranty in accordance with any such request. Each such deed of warranty is in the relevant form prescribed at Annex E with such amendments as the <i>Client</i> and/or relevant beneficiary may reasonably require."</p>
Price Adjustments	Z6	The Prices shall be adjusted on or around each anniversary of the date of the starting date, having regard to the terms set out in the Framework Agreement for inflation adjustment. For the purpose of this clause, Framework Agreement shall mean the Integrated Consultancy Services Framework also known as SCF Consult, between the Consultant, the Hampshire County Council, Devon County Council and Manchester City Council dated 3 August 2020.

Annex A - Scope

Nothing in this contract (including, without limitation, the Scope) shall imply a fitness for purpose obligation on the *Consultant*. The *Consultant's* obligation in performing the Services shall be to use the level of skill, care and diligence required

For the avoidance of doubt any absolute obligation on the *Consultant* (including, but not limited to such terms as “ensure”, “procure”, “co-ordinate”, “agree”), shall not be construed as implying any liability on the *Consultant* for any failure to complete the obligation caused by a party with whom the *Consultant* has no contractual relations.

The *Consultant* shall not be required to perform any activities that it would be prohibited from doing under the Financial Services and Markets Act 2000, the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001, or any successors to them. The *Consultant* shall not be obliged to provide any financial or taxation advice. Furthermore nothing in this Agreement shall oblige the *Consultant* to provide legal advice to the *Client* or undertake any legal negotiations on the Client's behalf.

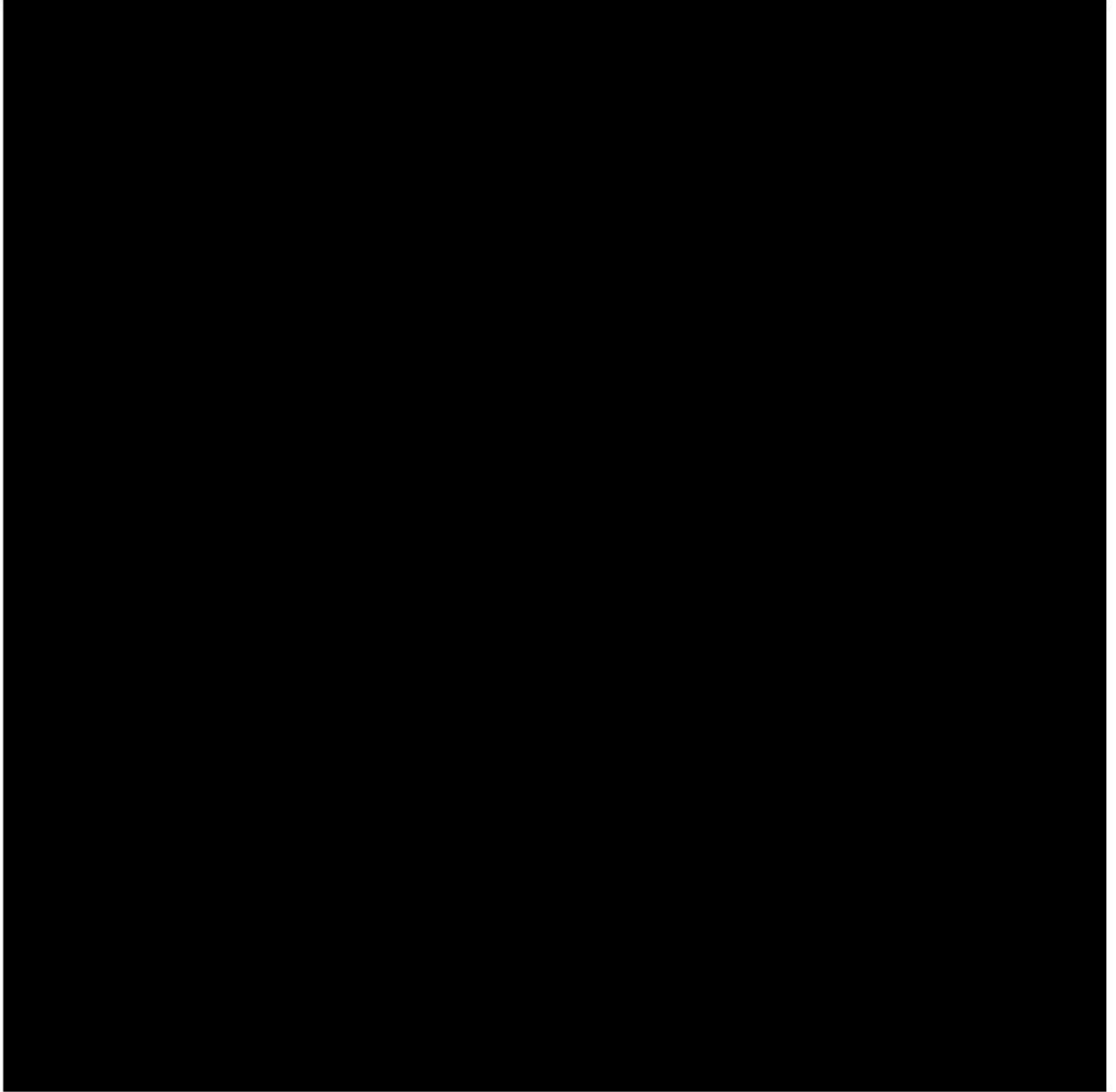


Annex B – Activity Schedule

Note: In relation to this appointment only activity in RIBA stage 4 applies.

This appointment excludes all activity in RIBA stages 5, 6 and 7

Scope and programme beyond RIBA stage 4 will be included in a separate contract



Classification - Public

Annex C - Programme

N/A

Annex D - Data Processing Instructions

N/A

Annex E – Form(s) of Collateral Warranty

N/A