



Professional Service Short Contract

This contract should be used for the appointment of a supplier to provide a professional service which does not require sophisticated management techniques, comprises straightforward work and imposes only low risks on both client and consultant

An NEC document

June 2017

(with amendments January 2023)

The Government Construction Board, Cabinet Office UK

The Government Construction Board (formerly Construction Clients' Board) recommends that public sector organisations use the NEC contracts and in particular the NEC4 contracts where appropriate, when procuring construction. Standardising use of this comprehensive suite of contracts should help to deliver efficiencies across the public sector and promote behaviours in line with the principles of the Government Construction Strategy.

The Development Bureau, HKSAR Government

The Development Bureau recommends the progressive transition from NEC3 to NEC4 in public works projects in Hong Kong. With suitable amendments to adapt to the Hong Kong local environment, NEC4 is expected to further enhance collaborative partnering, unlock innovations and achieve better cost management and value for money in public works projects.

NEC is a division of Thomas Telford Ltd, which is a wholly owned subsidiary of the Institution of Civil Engineers (ICE), the owner and developer of the NEC.

The NEC is a suite of standard contracts, each of which has these characteristics:

- Its use stimulates good management of the relationship between the two parties to the contract and, hence, of the work included in the contract.
- It can be used in a wide variety of commercial situations, for a wide variety of types of work and in any location.
- It is a clear and simple document – using language and a structure which are straightforward and easily understood.

NEC4 Engineering and Construction Subcontract is one of the NEC suite and is consistent with all other NEC4 documents. Also available are User Guides and Flow Charts.

ISBN (complete box set) 978-0-7277-6391-4

ISBN (this document) 978-0-7277-6214-6

ISBN (Establishing a Procurement and Contract Strategy) 978-0-7277-6223-8

ISBN (Preparing a Professional Service Short Contract) 978-0-7277-6227-6

ISBN (Selecting a Supplier) 978-0-7277-6234-4

ISBN (Managing a Professional Service Short Contract) 978-0-7277-6238-2

ISBN (Professional Service Short Contract Flow Charts) 978-0-7277-6270-2 (e-only)

First edition 2013

Second edition June 2017

Reprinted with amendments January 2019

Reprinted with amendments October 2020

Reprinted with amendments January 2023

British Library Cataloguing in Publication Data for this publication is available from the British Library.

© Copyright nec 2017

All rights, including translation, reserved. The owner of this document may reproduce the Contract Data and forms for the purpose of obtaining tenders, awarding and administering contracts. Except as permitted by the Copyright, Designs and Patents Act 1988, no part of this publication may be otherwise reproduced, stored in a retrieval system or transmitted in any form or by any means, electronic, mechanical, photocopying, recording or otherwise, without the prior written permission of the NEC Director, Thomas Telford Ltd, One Great George Street, Westminster, London SW1P 3AA.

Typeset by Manila Typesetting Company

Printed and bound in Great Britain by Henry Ling, Dorset

Contents

Foreword	v
Preface	vi
Acknowledgements	vii
Amendments	viii
Contract Forms	1
Contract Data	2
The <i>Consultant's</i> Offer and <i>Client's</i> Acceptance	6
Price List	7
Scope	8
Conditions of Contract	CC 1
1 General	CC 1
2 The <i>Consultant's</i> main responsibilities	CC 4
3 Time	CC 5
4 Quality management	CC 6
5 Payment	CC 7
6 Compensation events	CC 8
7 Rights to material	CC 10
8 Liabilities and insurance	CC 11
9 Termination and resolving disputes	CC 13
If the United Kingdom Housing Grants, Construction and Regeneration Act 1996 as amended by the Local Democracy, Economic Development and Construction Act 2009 (the Act) applies to the contract, the following additional conditions apply	CC 16
Index	17

Foreword

Continuous improvement in project delivery is required to build confidence in the UK construction sector so that we can attract more investment. The Infrastructure and Projects Authority (IPA) is the government's centre of expertise for infrastructure and major projects. We sit at the heart of government, reporting to the Cabinet Office and HM Treasury.

The application of the right contract is central to the success of the overall project delivery system. The NEC suite of contracts has been in existence for over the 20 years and has linked the projects, people and processes together to create the correct environment for successful delivery.

This new and updated NEC4 contract embraces the digital changes that are happening in the construction industry, especially around BIM, which I believe will be central to creating a step change in performance. Whilst looking forward it also builds on the fundamentals required for an effective contract.

The use of NEC4 on public sector projects will help to deliver the Government Construction Strategy as we seek to improve central government's capability as a construction client to deliver further savings in the order of £1.7bn across the Government estate. The IPA looks forward to collaborating with industry to make the delivery of projects more efficient and effective.

Tony Meggs, Chief Executive, Infrastructure and Projects Authority



Reporting to Cabinet Office
and HM Treasury

Preface

NEC was first published as a new and innovative way of managing construction contracts in 1993 – some 24 years ago. It was designed to facilitate and encourage good management of risks and uncertainties, using clear and simple language.

The NEC approach to managing contracts was endorsed in “Constructing the team – The Latham Report”, which was a government/industry review of procurement and contractual arrangements in the UK construction industry. This led to a second edition in 1995 incorporating the further recommendations of that review. This contract was used increasingly in the UK and overseas, and a major revision was made with the third edition in 2005.

NEC has played a part in helping the industry do things differently and better. It has done so by introducing effective project management procedures into the contract itself. These require pro-active management of risk and change, and the day-to-day use of an up-to-date programme. The range of pricing options has given Clients flexibility in the allocation of risk and the ability to share risk and manage it, collaboratively.

The NEC suite has evolved over three decades, embedding consultation responses and user feedback, and reflecting industry development, including new procurement approaches and management techniques such as alliances, management of information (BIM) and supply chain engagement. This feedback and the new procurement approaches formed the driver for the development of the next generation contracts and the launch of NEC4.

There were three key objectives in drafting NEC4:

- provide greater stimulus to good management
- support new approaches to procurement which improve contract management and
- inspire increased use of NEC in new markets and sectors.

It was to be evolution, not revolution.

Some features of NEC4 include:

- a new design build and operate contract to allow flexibility between construction and operational requirements in timing and extent
- a new multi-party alliance contract based upon an integrated risk and reward model
- new forms of subcontract to improve integration of the supply chain.

Further enhancements include:

- finalising cost elements during the contract
- incorporating a party-led dispute avoidance process into the adjudication process
- increasing standardisation between contracts and
- providing enhanced guidance to give greater practical advice to users.

NEC has always been known for its innovative approach to contract management, and this revision continues that approach. No other contract suite has had such a transformative effect on the built environment industry as NEC. It has put the collaborative sharing of risk and reward at the heart of modern procurement. It is also unique in providing a complete, back-to-back procurement solution for all works, services and supplies in any sector and any country.

NEC4 continues to set the benchmark for best practice procurement worldwide.

Peter Higgins BSc (Hons), CEng, FICE
Chair of NEC4 Contract Board

Acknowledgements

The original NEC was designed and drafted by Dr Martin Barnes then of Coopers and Lybrand with the assistance of Professor J. G. Perry then of the University of Birmingham, T. W. Weddell then of Travers Morgan Management, T. H. Nicholson, Consultant to the Institution of Civil Engineers, A. Norman then of the University of Manchester Institute of Science and Technology and P. A. Baird, then Corporate Contracts Consultant, Eskom, South Africa.

This fourth edition of the NEC suite was produced by the Institution of Civil Engineers through its NEC4 Contract Board.

The NEC4 Contract Board is:

P. Higgins, BSc (Hons), CEng, FICE (Chair)
P. T. Cousins, BEng (Tech), DipArb, CEng, MICE, FCIArb
I. Heaphy, BSc (Hons), FRICS, FCIArb, MCInstCES, MACostE
J. N. Hughes-D'Aeth, BA (Hons), MA (Cantab)
S. Rowsell, BSc, CEng, FCIHT, FICE, MCIPS

The NEC4 drafting team consisted of:

M. Garratt, BSc (Hons), MRICS, FCIArb
R. Gerrard, BSc (Hons), FRICS, FCIArb, FCInstCES
R. Hayes, BSc (Hons), MEng, CEng, MICE, MAPM
S. Kings, BSc (Hons), MRICS, MCIPS, PhD
T. Knee-Robinson, BEng (Hons), CEng, MICE, MAPM, MCIHT
J. J. Lofty, MRICS
R. Patterson, BA, MBA, CEng, MICE
B. Trebes, BSc (Hons), MSc, FRICS, FInstCES, FAPM
B. Walker, BSc (Hons), GMICE, ACIArb

Proofreading by:

P. Waterhouse, BEng (Hons), MBA, CEng, FICE, FCIArb, FCInstCES, FCMI

The Institution of Civil Engineers acknowledges the help in preparing the fourth edition given by the NEC4 Contract Board and NEC4 drafting team and the support of the following organisations in releasing their staff:

Anthony Collins Solicitors LLP
Berwin Leighton Paisner LLP
CEMAR
Costain plc
Mott MacDonald Ltd

Amendments

JANUARY 2019

The following amendments have been made to the June 2017 edition.

Page	Clause/location	Amendments
2	The <i>Client's</i> Contract Data	Entry for whether work is to be carried out on a time charge basis deleted
2	The <i>Client's</i> Contract Data	Entry for the <i>defects date</i> amended
3	The <i>Client's</i> Contract Data	Entry for the minimum amount of cover for the second and third insurance in the insurance table amended
4	Contract Data Part one: General	Preamble amended
5	The <i>Consultant's</i> Contract Data	Additional guidance note added after the entry for <i>people rates</i>
5	The <i>Consultant's</i> Contract Data	Entry added for <i>key persons</i>
7	Price List	Price List amended
CC2	15.1	Clause amended
CC7	50.3	Clause amended
CC15	93.4	Clause amended

Full details of these amendments can be found at www.neccontract.com.

OCTOBER 2020

The following amendments have been made to the June 2017 edition.

Page	Clause/location	Amendments
4	The <i>Client's</i> Contract Data	Preamble amended
CC7	50.6	Clause amended

Full details of these amendments can be found at www.neccontract.com.

JANUARY 2023

The following amendments have been made to the October 2020 edition.

Page	Clause/location	Amendments
4	The <i>Client's</i> Contract Data	Preamble amended
CC8	60.1(9)	Clause added
CC14	93.3	Clause amended

Full details of these amendments can be found at www.neccontract.com.

Short Contract

A contract between

Natural England

and

AECOM

for

Holton Heath Military Waste Site – site assessment

Contract Forms

Contract Data

The *Consultant's Offer* and the *Client's Acceptance*

Price List

Scope

Notes about the contract are printed in boxes like this one. They are not part of the contract.

Contract Data

The *Client's* Contract Data

The *Client* is

Name

[REDACTED]

Address for communications

Natural England
of Foss House, Kings Pool, 1-2 Peasholme Green, YORK, YO1 7PX

Address for electronic
communications

[REDACTED]

The *service* is

To complete a site assessment at the Holton Heath military waste site as set out in the scope

The *starting date* is

9th October 2025

The *completion date* is

31st March 2026

The *delay damages* are

[REDACTED]

per day

The *law of the contract* is

England and Wales shall have exclusive jurisdiction with regard to any dispute in connection with this Agreement and the Parties irrevocably agree to submit to the jurisdiction of those courts

The *period for reply* is

2

weeks

The *defects date* is

52

weeks after Completion

The *assessment day* is the

TBC

of each month

The United Kingdom Housing Grants, Construction and Regeneration Act (1996) does/does not apply
(delete as applicable)

The *Adjudicator* is

Name

To be confirmed by the ICE

Address for communications

[One Great George Street](#) · [London, SW1](#)

Address for electronic
communications

[REDACTED]

Contract Data

The *Client's* Contract Data

The interest rate on late payment is % per complete week of delay.

Insert a rate only if a rate less than 0.5% per week of delay has been agreed.

The *Client* provides this insurance

Not applicable

Only enter details here if the *Client* is to provide insurance.

The *Consultant* provides the following insurance cover

INSURANCE AGAINST	MINIMUM AMOUNT OF COVER	PERIOD FOLLOWING COMPLETION OR EARLIER TERMINATION
Liability of the <i>Consultant</i> for claims made against it arising out of the <i>Consultant's</i> failure to use the skill and care normally used by professionals providing services similar to the <i>service</i> .	£1 million in respect of each claim, without limit to the number of claims	6 years
Loss of or damage to property and liability for bodily 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.	£5 million in respect of each event, without limit to the number of events	6 years
Liability for 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 the contract	£5 million in respect of each event, without limit to the number of events	6 years

The *Consultant's* total liability to the *Client* which arises under or in connection with the contract is limited to

The *Adjudicator nominating body* is

To be confirmed by the ICE

The *tribunal* is

Litigation in the courts

If the *tribunal* is arbitration, the arbitration procedure is

Not applicable

Contract Data

The *Client's* Contract Data

The *conditions of contract* are the NEC4 Professional Service Short Contract June 2017 (with amendments January 2023) and the following additional conditions

Only enter details here if additional conditions are required.

Clause Z1 Identified and defined terms

Z1.1 The following are additional defined terms

11.2(15) Equipment is items provided and used by the Consultant to Provide the Services and which the Scope does not require the Consultant to include in the ground investigation works

11.2(16) Plant and Materials are items intended to be included in the ground investigation works

11.2(17) The Site is the area within the boundaries of the site and the volumes above and below it which are affected by the ground investigate works included in the contract.

Clause Z2 Access and Unavoidable Damage

Z2.1 The Client, at its own expense, grants to (or obtains for) the Consultant and its Subcontractor, the authority to access and use each area needed for ground investigation works.

Z2.2 Access and use is to be granted by the access dates stated in the Contract Data.

Clause Z3 Additional Client's liabilities

Z3.1 The following are additional Client's liabilities.

- Claims and proceedings from Others and compensation and costs payable to Others which are due to use or occupation of the Site by the ground investigation works or for the purpose of the ground investigate works which is the unavoidable result of the ground investigation works.
- Loss of or damage to any Equipment, Plant and Materials retained on the Site by the Client after a termination or Completion, except loss or damage due to the activities of the Consultant on the Site after the termination or Completion.
- Loss of or damage to property owned or occupied by the Client.

Clause Z4 Additional Compensation Events

Z4.1 The following are additional compensation events

60.1(10) The Consultant encounters physical conditions which

- are within ground investigation areas
- are not weather conditions
- are not caused by weather conditions and
- an experienced consultant would have judged at the Contract Date to have such a small chance of occurring that it would have been unreasonable to have allowed for them.

Only the difference between the physical conditions encountered and those for which it would have been reasonable to have allowed is taken into account in assessing the compensation event.

In judging the physical conditions for the purpose of assessing a compensation event the Consultant is assumed to have taken into account

- reasonably available public information,
- information obtainable from a visual inspection of the Site and
- other information which the Consultant could have reasonably been expected to obtain.

60.1(11) A weather measurement is recorded

- within the duration and location of the ground investigation works and
- at the weather station nearest to the ground investigation works

the value of which by comparison with the data at the nearest weather station to the ground investigation works, is shown to occur less frequently than once in ten years. The nearest weather station is identified in the Contract Data.

60.1(12) The Client does not allow access to and use of each part of the Site by the later of its access date and the date shown on the Accepted Programme.

60.1(13) Those consequences of an epidemic or pandemic event which are outside the reasonable control of the Consultant, which has an impact on the Consultant's ability to Provide the Services and which occur after the Contract Date.

60.1(14) The Client gives an instruction for dealing with an object of value or of historical or other interest found within the Site.

Clause Z5 Site/Environmental Conditions

Z5.1 The Client acknowledges that the Consultant is relying upon the completeness and accuracy of any information supplied to it by the Client and others in connection with the services without additional independent verification. To the extent known, the Client agrees to advise the Consultant of the existence of any hazards, hazardous substances, wastes or conditions affecting the Site.

Z5.2 Any hazardous substances or waste arising from the services are to be held, handled, transported or disposed of by the Consultant acting as the Client's agent for the purposes of waste disposal, and such hazardous substances or waste remain the property and responsibility of the Client. The Consultant does not acquire title to any hazardous substances or waste.

Z5.3 The Client provides (or causes the Site owner to provide) the Consultant with the identity and location of all known subsurface facilities and obstructions on the Site. The Client agrees to waive any claims against the Consultant and to indemnify, defend and hold the Consultant harmless from any claims, demands and causes of action for damages to subsurface facilities or obstructions that are not accurately identified or located by the Client or others.

Contract Data

The *Consultant's* Contract Data

The *Consultant* is

Name

Address for communications

Address for electronic communications

The *fee percentage* is %

The *people rates* are

category of person	unit	rate
--------------------	------	------

As shown in the Price List and associated bill of quantities provided		
---	--	--

--	--	--

If the work is to be carried out on a time charge basis the *Consultant* includes *people rates* for its own people and people provided by a subcontractor

The *key persons* are

Name (1)	
----------	----------------------

Job	
-----	----------------------

Responsibilities	
------------------	----------------------

Qualifications	
----------------	----------------------

Experience	
------------	----------------------

Name (2)	
----------	----------------------

Job	
-----	----------------------

Responsibilities	
------------------	----------------------

Qualifications	
----------------	----------------------

Experience	
------------	----------------------

The *Consultant's* Offer and *Client's* Acceptance

The *Consultant* offers to Provide the Service in accordance with these *conditions of contract* for an amount to be determined in accordance with these *conditions of contract*.

The offered total of the Prices is

£389,380

Enter the total of the Prices from the Price List. If all work is to be carried out on a time charge basis, enter 'Not Applicable'

Signed on behalf of the *Consultant*

Name

Authorised Signatory

Signature

Date

10/2025

The *Client* accepts the *Consultant's* Offer to Provide the Service

Signed on behalf of the *Client*

Name

Position

Senior Commercial Officer

Signature

Date

Price List

The contract does not provide for the *Consultant* to be paid on a mixture of time charge and Prices and one or the other must be selected.

If the work is to be paid on a time charge basis, only expenses should be included. No other entries should be made in the Price List.

If the *Consultant* is to be paid on a priced basis the entries in the first four columns are made either by the Client or the tenderer.

For each row:

- If the *Consultant* is to be paid an amount for the item which is not adjusted if the quantity of work in the item changes, the tenderer enters the amount in the Price column only.
- If the *Consultant* is to be paid an amount for the item of work and which is the rate for the work multiplied by the quantity completed, the tenderer enters the rate which is then multiplied by the expected quantity to produce the Price, which is also entered.

Costs incurred by the *Consultant* other than the listed expenses are included in the Rates and Prices and the People Rates. If expenses are paid at cost, then 'at cost' should be entered into the Rate column.

Delete or strike through unused rows.

Price list is included in Appendix A. The total value is £389,380.

The method and rules used to compile the Price List are

Scope

The Scope should be a complete and precise statement of the *Client's* requirements. If it is incomplete or imprecise, there is a risk that the *Consultant* will interpret it differently from the *Client's* intention. Information provided by the *Consultant* should be listed in the Scope only if the *Client* is satisfied that it is required, is part of a complete statement of the *Client's* requirements and is consistent with other parts of the Scope.

1 Purpose of the service

Provide a brief summary of why the *service* is being commissioned and what it will be used for.

[illegible]

[illegible]

605 517 48 Apri l 202 5 by AE CO M Ltd	605 517 48 Apri l 202 5 by AE CO M Ltd	605 517 48 Apri l 202 5 by AE CO M Ltd	605 517 48 Apri l 202 5 by AE CO M Ltd	605 517 48 Apri l 202 5 by AE CO M Ltd	605 517 48 Apri l 202 5 by AE CO M Ltd	605 517 48 Apri l 202 5 by AE CO M Ltd	605 517 48 Apri l 202 5 by AE CO M Ltd	605 517 48 Apri l 202 5 by AE CO M Ltd	605 517 48 Apri l 202 5 by AE CO M Ltd	605 517 48 Apri l 202 5 by AE CO M Ltd	605 517 48 Apri l 202 5 by AE CO M Ltd	605 517 48 Apri l 202 5 by AE CO M Ltd	605 517 48 Apri l 202 5 by AE CO M Ltd	605 517 48 Apri l 202 5 by AE CO M Ltd	605 517 48 Apri l 202 5 by AE CO M Ltd
---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---

2 Description of the service

Give a complete and precise description of what the *Consultant* is required to do.

Included in the above enclosed scope`

And Tender response documents (Including assumptions):

Holton Heath Military Waste Site Assessment – Tender Response Document NE Commercial Offer and introduction_AECOM.pdf – Submitted on 21/08/2025

Holton Heath Military Waste Site Assessment – Tender Response Document E01_Methodology_AECOM.pdf Submitted on 21/08/2025

Holton Heath Military Waste Site Assessment – Tender Response Document E03_Project Delivery_AECOM.pdf Submitted on 21/08/2025

Holton Heath – Clarification of Tender Costs – 60744869 12/09/2025 - Transmittal/Technical Note 'Holton Heath – 'Clarification of Tender Costs_1.pdf' AECOM Submitted on 12/09/2025

Scope

3 Existing information

List existing information which is relevant to the *service*. This can include documents which the *Consultant* is to further develop.

Included within the above enclosed scope

'C29652- Holton Heath Military waste site assessment scope . APPENDICES 3 – Scope.docx'
APPENDICES 3 – Scope Downloaded 21.07.25

4 Specifications and standards

List the specifications and standards that apply to the contract.

'C29652- Holton Heath Military waste site assessment scope . APPENDICES 3 – Scope.docx'
APPENDICES 3 – Scope Downloaded 21.07.25

Scope

5 Constraints on how the *Consultant* Provides the Service

State any constraints on sequence and timing of work and on method and conduct of work including the requirements for any work by the *Client*.

Clarifications and assumptions are provided within the following documents:

- [Holton Heath Military Waste Site Assessment – Tender Response Document NE Commercial Offer and introduction_AECOM.pdf](#) – Submitted on 21/08/2025
- [Holton Heath – Clarification of Tender Costs – 60744869 12/09/2025 - Transmittal/Technical Note 'Holton Heath – 'Clarification of Tender Costs_1.pdf'](#) AECOM Submitted on 12/09/2025



Adobe Acrobat
Document



Adobe Acrobat
Document

Scope

6 Requirements for the programme

State whether a programme is required and, if it is, state what form it is to be in, what information is to be shown on it, when it is to be submitted and when it is to be updated.

A programme is required. The programme and revision dated - 08-Oct-25 was an update from that provided in the proposal.

With Dates from 08-October 25 intended for completion of 31-March-26. With Final report Submission on 23-March -26.



Holton Heath
Military Waste Site A

Scope

7 Information and other things provided by the *Client*

Describe what information and other things the *Client* is to provide and by when. Information is that which is not currently available, but will become available during the contract. Other things could include access to a person, place (such as office space or a site) or the *Client's* information technology systems.

ITEM	DATE BY WHICH IT WILL BE PROVIDED
Vegetation Clearance of agreed access route and investigation locations as appropriate.	27/10/25
Confirmation of Access availability	TBC

Conditions of Contract

1. GENERAL

Actions	10	
	10.1	The Parties shall act as stated in this contract.
	10.2	The Parties act in a spirit of mutual trust and co-operation.
Identified and defined terms	11	
	11.1	In these <i>conditions of contract</i> , terms identified in the Contract Data are in italics and defined terms have capital initials.
	11.2	(1) Completion is when the <i>Consultant</i> has completed the <i>service</i> in accordance with the Scope except for correcting notified Defects which do not prevent the <i>Client</i> from using the <i>service</i> or others from doing their work. (2) The Completion Date is the <i>completion date</i> unless later changed in accordance with the contract. (3) A Corrupt Act is • the offering, promising, giving, accepting or soliciting of an advantage as an inducement for an action which is illegal, unethical or a breach of trust or • abusing any entrusted power for private gain in connection with this contract or any other contract with the <i>Client</i>. This includes any commission paid as an inducement which was not declared to the <i>Client</i> before the date of the <i>Client's</i> Acceptance. (4) A Defect is a part of the <i>service</i> which is not in accordance with the Scope or the applicable law. (5) Defined Cost is the cost of the following components incurred by the <i>Consultant</i> in Providing the Service. • People employed directly or indirectly by the <i>Consultant</i>, calculated by multiplying each of the People Rates by the total time appropriate to that rate. • Work subcontracted by the <i>Consultant</i>, the amount paid by the <i>Consultant</i> to the subcontractor. (6) The Fee is the amount calculated by applying the <i>fee percentage</i> to the amount of Defined Cost. (7) The Parties are the <i>Client</i> and the <i>Consultant</i>. (8) The People Rates are the <i>people rates</i> unless later changed in accordance with the contract. (9) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate. (10) To Provide the Service means to do the work necessary to complete the <i>service</i> in accordance with the contract and all incidental work, services and actions which the contract requires.

- (11) The Scope is information which
- specifies and describes the *service* or
 - states any constraints on how the *Consultant* Provides the Service
- and is either
- in the document called Scope or
 - in an instruction given in accordance with the contract.

Interpretation and the law	12	
	12.1	In the contract, except where the context shows otherwise, words in the singular also mean plural and the other way around.
	12.2	The contract is governed by the <i>law of the contract</i> .
	12.3	No change to the contract, unless provided for by these <i>conditions of contract</i> , has effect unless it has been agreed, confirmed in writing and signed by the Parties.
	12.4	The contract is the entire agreement between the Parties.

Communications	13	
	13.1	Each communication which the contract requires has effect when it is received in a form that can be read, copied and recorded at the last address notified by the recipient for receiving communications.
	13.2	If the contract requires the <i>Client</i> or the <i>Consultant</i> to reply to a communication, unless otherwise stated in these <i>conditions of contract</i> , they reply within the <i>period for reply</i> .

The Client's authority and delegation	14	
	14.1	The <i>Consultant</i> obeys an instruction which is in accordance with the contract and is given by the <i>Client</i> .
	14.2	The <i>Client</i> may give an instruction to the <i>Consultant</i> which changes the Scope.
	14.3	The <i>Client</i> gives an instruction to correct a mistake in the Price List which is • a departure from the method and rules stated in the Price List and used to compile it or • due to an ambiguity or inconsistency.
	14.4	The <i>Client's</i> acceptance of a communication from the <i>Consultant</i> or acceptance of the work does not change the <i>Consultant's</i> responsibility to Provide the Service.
	14.5	The <i>Client</i> , after notifying the <i>Consultant</i> , may delegate any of the <i>Client's</i> actions and may cancel any delegation. A reference to an action of the <i>Client</i> in the contract includes an action by its delegate.
	14.6	The <i>Client</i> does not give an instruction to the <i>Consultant</i> which would require it to act in a way that is outside its professional code of conduct.

Early warning	15	
	15.1	The <i>Consultant</i> and the <i>Client</i> give an early warning by notifying the other as soon as either becomes aware of any matter which could • increase the amount the <i>Client</i> pays to the <i>Consultant</i>, • delay Completion, • impair the usefulness of the <i>service</i> to the <i>Client</i> or • affect the work of the <i>Client</i> or others with whom the <i>Client</i> is in contract. The <i>Client</i> or the <i>Consultant</i> may give an early warning by notifying the other of any other matter which could increase the <i>Consultant's</i> total cost. Early warning of a matter for which a compensation event has previously been notified is not required.

- 15.2 The *Consultant* and the *Client* co-operate in making and considering proposals for how the effect of each matter which has been notified as an early warning can be avoided or reduced and deciding and recording actions to be taken.

**Provision of
information**

16

- 16.1 The *Client* provides information and other things which the contract requires the *Client* to provide by the dates stated in the Scope or a later date if agreed.

Corrupt Acts

17

- 17.1 The *Consultant* does not do a Corrupt Act.
- 17.2 The *Consultant* takes action to stop a Corrupt Act of a subcontractor or supplier of which it is, or should be, aware.
- 17.3 The *Consultant* includes equivalent provisions to these in subcontracts.

2. THE CONSULTANT'S MAIN RESPONSIBILITIES

Providing the Service	20	
	20.1	The <i>Consultant</i> Provides the Service in accordance with the Scope.
	20.2	The <i>Consultant's</i> obligation is to use the skill and care normally used by professionals providing services similar to the <i>service</i> .
	20.3	The <i>Consultant</i> is not liable for a Defect unless it failed to carry out the <i>service</i> using the skill and care normally used by professionals providing services similar to the <i>service</i> .
Subcontracting and people	21	
	21.1	If the <i>Consultant</i> subcontracts work, it is responsible for Providing the Service as if it had not subcontracted.
	21.2	The <i>Consultant</i> either uses each <i>key person</i> named to do the job stated in the Contract Data or, following acceptance by the <i>Client</i> , uses a replacement person with qualifications and experience as good as those of the person who is replaced.
	21.3	The <i>Client</i> may, having stated the reasons, instruct the <i>Consultant</i> to stop using a person to Provide the Service. The <i>Consultant</i> then arranges that, after one day, the person has no further connection with the work included in the contract.

3. TIME

Starting and Completion	30	
	30.1	The <i>Consultant</i> does not start work until the <i>starting date</i> and does the work so that Completion is on or before the Completion Date.
	30.2	The <i>Consultant</i> submits a forecast of the date of Completion to the <i>Client</i> each week from the <i>starting date</i> until Completion.
	30.3	The <i>Client</i> decides the date of Completion and certifies it to the <i>Consultant</i> within one week of the date.
	30.4	The <i>Client</i> may instruct the <i>Consultant</i> to stop or not to start any work. The <i>Client</i> subsequently gives an instruction to the <i>Consultant</i> to • re-start or start the work or • remove the work from the Scope.
The programme	31	
	31.1	The <i>Consultant</i> submits programmes to the <i>Client</i> as stated in the Scope.

4. QUALITY MANAGEMENT

Notifying Defects	40	
	40.1	The <i>Client</i> may notify a Defect to the <i>Consultant</i> at any time before the <i>defects date</i> .
	40.2	At Completion, the <i>Consultant</i> notifies the <i>Client</i> of the Defects which have not been corrected.
	40.3	The <i>Client's</i> rights in respect of a Defect which the <i>Client</i> has not found or notified by the <i>defects date</i> are not affected.
Correcting Defects	41	
	41.1	The <i>Consultant</i> corrects a Defect whether or not the <i>Client</i> has notified it.
	41.2	The <i>Consultant</i> corrects Defects within a time which minimises the adverse effect on the <i>Client</i> or others who are using the <i>service</i> .
Accepting Defects	42	
	42.1	The <i>Consultant</i> and the <i>Client</i> may each propose to the other that the Scope should be changed so that a Defect does not have to be corrected. If the <i>Consultant</i> and the <i>Client</i> are prepared to consider the change, the <i>Consultant</i> submits a quotation for reduced Prices or an earlier Completion Date or both to the <i>Client</i> for acceptance. If the <i>Client</i> accepts the quotation, it changes the Scope, the Prices and the Completion Date accordingly.
Uncorrected Defects	43	
	43.1	If the <i>Consultant</i> has not corrected a notified Defect within the time required by the contract, the <i>Client</i> assesses the cost of having the Defect corrected by other people and the <i>Consultant</i> pays this amount.

5. PAYMENT

Assessing the amount due

- 50
- 50.1 The *Consultant* assesses the amount due and submits an invoice to the *Client* for payment before each *assessment day*. There is an *assessment day* in each month from the *starting date* until the earlier of
- the month after the *defects date* and
 - either Party gives notice to the other to terminate the *Consultant's* obligation to Provide the Service.
- 50.2 The *Consultant's* invoice includes details of how the amount due has been assessed.
- 50.3 If the *Consultant* submits an invoice for payment before the *assessment day*, the amount due at the *assessment day* is
- the Price for each lump sum item in the Price List which the *Consultant* has completed,
 - where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the *Consultant* has completed by the rate,
 - for work carried out on a time charge basis, the time expended on work which has been completed multiplied by the appropriate People Rates plus the Fee,
 - the amount of the expenses stated in the Price List properly spent by the *Consultant*,
 - plus other amounts to be paid to the *Consultant*,
 - less amounts to be paid by or retained from the *Consultant*.
- 50.4 If the *Consultant* does not submit an invoice for payment before the *assessment day* the amount due at the *assessment day* is the lesser of
- the amount the *Client* assesses as due at the *assessment day*, assessed as though the *Consultant* had submitted an invoice for payment before the *assessment day*, and
 - the amount due at the previous *assessment day*.
- If the *Client* assesses an amount due it gives details of the how the amount has been calculated.
- 50.5 If the *Consultant* has incorrectly assessed the amount due in an invoice submitted before the *assessment day*, the *Client* corrects the amount due and gives details of how the corrected amount has been calculated before payment.
- 50.6 The *Consultant* pays *delay damages* for each day from the Completion Date until the earlier of
- Completion and
 - the date either Party gives notice to the other to terminate the *Consultant's* obligation to Provide the Service.
-

Payment**51**

- 51.1 A payment is made within three weeks after the *assessment day*. The first payment is the amount due. Other payments are the change in the amount due since the previous assessment. A payment is made by the *Consultant* to the *Client* if the amount due is less than the amount due in the previous assessment. Other payments are made by the *Client* to the *Consultant*.
- 51.2 Interest is paid if a payment is late or includes a correction of an earlier payment. Interest is assessed from the date by which the correct payment should have been made until the date when it is paid. Interest is calculated at the rate stated in the Contract Data or, if none is stated, at 0.5% of the delayed amount per complete week of delay.
- 51.3 Any tax which the law requires a Party to pay to the other Party is added to any payment made under the contract.

6. COMPENSATION EVENTS

Compensation events	60	
	60.1	The following events are compensation events. (1) The <i>Client</i> gives an instruction changing the Scope unless the change is in order to make a Defect acceptable. (2) The <i>Client</i> does not provide something which it is to provide by the date stated in the contract. (3) The <i>Client</i> gives an instruction to stop or not to start any work. (4) The <i>Client</i> does not work within the conditions stated in the Scope. (5) The <i>Client</i> does not reply to a communication from the <i>Consultant</i> within the period required by the contract. (6) The <i>Client</i> changes a decision which it has previously communicated to the <i>Consultant</i>. (7) Either Party notifies the other of a correction to an assumption made for the assessment of a compensation event. (8) The <i>Client</i> gives an instruction to correct a mistake in the Price List. (9) The <i>Consultant</i> corrects a Defect for which it is not liable under the contract.
Notifying compensation events	61	
	61.1	The <i>Client</i> and the <i>Consultant</i> notify the other of an event which has happened or which they expect to happen as a compensation event.
	61.2	If the <i>Client</i> notifies the compensation event, it also instructs the <i>Consultant</i> to submit a quotation for the compensation event. The <i>Consultant</i> submits the quotation within one week of being instructed to do so by the <i>Client</i>. If the <i>Consultant</i> notifies the compensation event, it submits a quotation with the notification.
	61.3	If the <i>Consultant</i> does not notify a compensation event within four weeks of becoming aware that the event has happened the Prices and Completion Date are not changed unless the event arises from a correction to an assumption stated by the <i>Client</i> or the <i>Client</i> giving an instruction or changing an earlier decision.
	61.4	A compensation event is not notified by the <i>Client</i> or <i>Consultant</i> after the <i>defects date</i>.
Quotations for compensation events	62	
	62.1	A quotation for a compensation event comprises proposed changes to the Prices and Completion Date assessed by the <i>Consultant</i>. The <i>Consultant</i> submits details of its assessment with each quotation. If the effects of a compensation event are too uncertain to be forecast reasonably, the <i>Consultant</i> states assumptions about the compensation event in the quotation. Assessment of the compensation event is based on these assumptions. If any of them is later found to have been wrong, either Party may notify a correction to the other Party.
	62.2	The <i>Client</i> replies within one week of the <i>Consultant's</i> submission. If the <i>Client</i> decides that an event notified by the <i>Consultant</i> • arises from the fault of the <i>Consultant</i>, • has not happened and is not expected to happen, • has not been notified within the timescales set out in these <i>conditions of contract</i> or • is not one of the compensation events stated in the contract the <i>Client</i> notifies the <i>Consultant</i> that the Prices and Completion Date are not to be changed. If the <i>Client</i> decides otherwise, it notifies the <i>Consultant</i> accordingly and includes in the notice • acceptance of the <i>Consultant's</i> quotation or • a statement that it does not agree with the quotation and details of the <i>Client's</i> own assessment.

- 62.3 If the *Client* does not reply to a quotation in accordance with the contract and within the time allowed, it is treated as acceptance by the *Client* of the quotation.
- 62.4 If the *Consultant* does not provide a quotation which the contract requires it to submit in the time allowed, the *Client* assesses the compensation event and notifies the *Consultant* of the *Client's* assessment within one week of when it should have received the *Consultant's* quotation.
- 62.5 The *Client* includes details of its assessment of a compensation event when it notifies the *Consultant* of the assessment. If the effects of a compensation event are too uncertain to be forecast reasonably, the *Client* states assumptions about the compensation event in the assessment. Assessment of the compensation event is based on these assumptions. If any of them is later found to have been wrong, either Party may notify a correction to the other Party.

**Assessing
compensation
events**

- 63**
- 63.1 For a compensation event which only affects the quantities of work shown in the Price List, the change to the Prices is assessed by multiplying the changed quantities of work by the appropriate rates in the Price List.
- 63.2 For other compensation events, the change to the Prices is assessed as the effect of the compensation event upon
- the actual Defined Cost of the work already done,
 - the forecast Defined Cost of the work not yet done and
 - the resulting Fee.
- 63.3 The *Client* and the *Consultant* may agree rates or lump sums to assess the change to the Prices.
- 63.4 The effects of compensation events upon the Defined Cost are calculated using rates and percentages stated in the Contract Data and other amounts at open market or competitively tendered prices with deductions for all discounts, rebates and taxes which can be recovered.
- 63.5 If, when assessing a compensation event the People Rates do not include a rate for a category of person required, the *Client* and *Consultant* may agree a new rate. If they do not agree the *Client* assesses the rate based on the People Rates. The agreed or assessed rate becomes the People Rate for that category of person.
- 63.6 A delay to the Completion Date is assessed as the length of time that, due to the compensation event, Completion is forecast to be delayed.
- 63.7 An assessment of the effect of a compensation event made using Defined Cost
- includes risk allowances for cost and time for matters which have a significant chance of occurring and are not compensation events and
 - is based upon the assumptions that
 - the *Consultant* reacts competently and promptly to the event and
 - any additional Defined Cost and time due to the event are reasonably incurred.
- 63.8 A compensation event which is an instruction to change the Scope in order to resolve an ambiguity or inconsistency is assessed as if the Prices and the Completion Date were for the interpretation most favourable to the *Consultant*.
- 63.9 Assessments for changed prices for compensation events are in the form of changes to the Price List.
- 63.10 If
- the *Client* has accepted a *Consultant's* quotation,
 - a *Consultant's* quotation is treated as accepted or
 - the *Client* has notified the *Consultant* of a *Client's* own assessment
- for a compensation event, the assessment of that compensation event is not revised except as stated in these *conditions of contract*.

7. RIGHTS TO MATERIAL

The Parties' use of material 70

- 70.1 The *Client* has the right to use the material provided by the *Consultant* for the purpose stated in the Scope. The *Consultant* obtains from a subcontractor equivalent rights to use material prepared by a subcontractor.
- 70.2 The *Consultant* has the right to use the material provided by the *Client* only to Provide the Service. The *Consultant* may make this right available to a subcontractor.
- 70.3 The *Consultant* may use the material provided by it under the contract for other work unless stated otherwise in the Scope.

8. LIABILITIES AND INSURANCE

Client's liabilities 80

- 80.1 The following are *Client's* liabilities.
- Claims and proceedings from others and compensation and costs payable to others which are due to
 - the unavoidable result of the *service*,
 - negligence, breach of statutory duty or interference with any legal right by the *Client* or by any person employed by or contracted to it except the *Consultant*.
 - A fault of the *Client* or any person employed by or contracted to it, except the *Consultant*.

Consultant's liabilities 81

- 81.1 The following are *Consultant's* liabilities unless they are stated as being *Client's* liabilities.
- Claims and proceedings from the *Client* and others and compensation and costs payable to the *Client* and others which arise from a failure by the *Consultant* to use the skill and care normally used by professionals providing services similar to the *service*.
 - Death or bodily injury to the employees of the *Consultant*.

Recovery of costs 82

- 82.1 Any cost which the *Client* has paid or will pay as a result of an event for which the *Consultant* is liable is paid by the *Consultant*.
- 82.2 Any cost which the *Consultant* has paid or will pay as a result of an event for which the *Client* is liable is paid by the *Client*.
- 82.3 The right of a Party to recover these costs is reduced if an event for which it was liable contributed to the costs. The reduction is in proportion to the extent that the event for which that Party is liable contributed, taking into account each Party's responsibilities under the contract.

Insurance cover 83

- 83.1 The *Client* provides the insurances which the *Client* is to provide as stated in the Contract Data.
- 83.2 The *Consultant* provides the insurances stated in the Insurance Table except any insurance which the *Client* is to provide as stated in the Contract Data.
- 83.3 The insurances provide cover for events which are the *Consultant's* liability from the *starting date* until the end of the periods stated in the Contract Data.

INSURANCE TABLE

INSURANCE AGAINST	MINIMUM AMOUNT OF COVER
Liability of the <i>Consultant</i> for claims made against it arising out of the <i>Consultant's</i> failure to use the skill and care normally used by professionals providing services similar to the <i>service</i>	The amount stated in the Contract Data
Loss of or damage to property and liability for bodily 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 <i>Service</i>	The amount stated in the Contract Data for any one event with cross liability so that the insurance applies to the Parties separately
Liability for 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 the contract	The greater of the amount required by the applicable law and the amount stated in the Contract Data for any one event

Limitation of liability	84	
	84.1	The <i>Consultant's</i> total liability to the <i>Client</i> which arises under or in connection with the contract is limited to the amounts stated in the Contract Data. These liabilities and limits apply in contract, tort or delict or otherwise to the extent allowed under the <i>law of the contract</i> .

9. TERMINATION AND RESOLVING DISPUTES

Termination and reasons for termination	90	
	90.1	A Party may terminate the <i>Consultant's</i> obligation to Provide the Service for a reason stated in these <i>conditions of contract</i> by notifying the other Party and giving details of the reason for terminating. After a notification to terminate has been issued, the <i>Consultant</i> does no further work necessary to Provide the Service.
	90.2	Either Party may terminate if the other Party has become insolvent or its equivalent (Reason 1).
	90.3	The <i>Client</i> may terminate if the <i>Client</i> has notified the <i>Consultant</i> that the <i>Consultant</i> has not stopped one of the following defaults within two weeks of the date when the <i>Client</i> notified the <i>Consultant</i> of the default. • Substantially failed to comply with the contract (Reason 2). • Substantially hindered the <i>Client</i> (Reason 3). • Substantially broken a health or safety regulation (Reason 4).
	90.4	The <i>Consultant</i> may terminate if • the <i>Client</i> has not paid an amount due under the contract within thirteen weeks of the <i>assessment day</i> which followed receipt of the <i>Consultant's</i> invoice for it (Reason 5) or • the <i>Client</i> has instructed the <i>Consultant</i> to stop or not to start any substantial work or all work for a reason which is not the <i>Consultant's</i> fault and an instruction allowing the work to re-start or start or removing work from the Scope has not been given within eight weeks (Reason 6).
	90.5	The <i>Client</i> may terminate if the <i>Consultant</i> does a Corrupt Act, unless it was done by a subcontractor or supplier and the <i>Consultant</i> • was not and should not have been aware of the Corrupt Act or • informed the <i>Client</i> of the Corrupt Act and took action to stop it as soon as the <i>Consultant</i> became aware of it (Reason 7).
	90.6	The <i>Client</i> may terminate for any other reason (Reason 8).
Procedures on termination	91	
	91.1	On termination, the <i>Client</i> may complete the <i>service</i> and use any material to which it has title.
	91.2	After the final payment has been made, the <i>Consultant</i> gives to the <i>Client</i> information which it has obtained or prepared which it has a responsibility to provide under the contract.
Payment on termination	92	
	92.1	The amount due on termination includes • an amount due assessed as for normal payments and • other costs reasonably incurred by the <i>Consultant</i> in expectation of completing the <i>service</i> and to which the <i>Consultant</i> is committed.
	92.2	If the <i>Client</i> terminates for Reason 1, 2, 3, 4 or 7 the amount due on termination also includes a deduction of the forecast additional cost to the <i>Client</i> of completing the <i>service</i> .
	92.3	If the <i>Consultant</i> terminates for Reason 1, 5 or 6 or if the <i>Client</i> terminates for Reason 8, the amount due on termination also includes 5% of any excess of a forecast of the amount due at Completion had there been no termination over the amount due on termination assessed as for normal payments.
	92.4	Within thirteen weeks of termination, the <i>Client</i> assesses the final amount due. The final payment is the amount due on termination less the total of previous payments. The <i>Client</i> gives the <i>Consultant</i> details of the assessment. Payment is made within three weeks of the <i>Client's</i> assessment.

Dispute resolution 93

93.1 A dispute arising under or in connection with the contract is referred to and decided by the *Adjudicator*. A Party does not refer a dispute to the *Adjudicator* that is the same, or substantially the same, as one that has already been referred to the *Adjudicator*.

The Adjudicator

93.2 (1) The Parties appoint the *Adjudicator* under the NEC Dispute Resolution Service Contract current at the *starting date*. The *Adjudicator* acts impartially and decides the dispute as an independent adjudicator and not as an arbitrator.

(2) If the *Adjudicator* is not identified in the Contract Data or if the *Adjudicator* resigns or is unable to act, the Parties choose a new adjudicator jointly. If the Parties have not chosen an adjudicator, either Party may ask the *Adjudicator nominating body* to choose one. The *Adjudicator nominating body* chooses an adjudicator within four days of the request. The chosen adjudicator becomes the *Adjudicator*.

(3) The *Adjudicator* and the *Adjudicator's* employees and agents are not liable to the Parties for any action or failure to take action in an adjudication unless the action or failure to take action was in bad faith.

The adjudication

93.3 (1) A Party may refer a dispute to the *Adjudicator* if

- the Party notified the other Party of the dispute within four weeks of becoming aware of it and
- between two and four further weeks have passed since the notification.

If a disputed matter is not notified and referred within the times set out in the contract, neither Party may subsequently refer it to the *Adjudicator* or the *tribunal*.

(2) The Party referring the dispute to the *Adjudicator* includes with its referral information to be considered by the *Adjudicator*.

(3) The *Adjudicator* decides the procedure and timetable to be followed in the adjudication. In doing so the *Adjudicator* may

- take the initiative in ascertaining the facts and the law relating to the dispute and
- instruct a Party to take any other action within a stated time which is necessary to reach a decision.

(4) A communication between a Party and the *Adjudicator* is communicated to the other Party at the same time.

(5) If the *Adjudicator's* decision includes assessment of additional cost or delay caused to the *Consultant*, the assessment is made in the same way as a compensation event is assessed.

The *Adjudicator* may in the decision

- review and revise any action or inaction of the *Client* related to the dispute and
- alter a matter which has been treated as accepted or correct.

(6) The *Adjudicator* decides the dispute and informs the Parties of the decision and reasons within four weeks of the referral. This period may be extended by up to two weeks with the consent of the referring Party, or by any period agreed by the Parties. If the *Adjudicator* does not inform the Parties of the decision within the time allowed, either Party may act as if the *Adjudicator* has resigned.

(7) Unless and until the *Adjudicator* has notified the Parties of the decision, the Parties proceed as if the matter disputed was not disputed.

(8) The *Adjudicator's* decision is binding on the Parties unless and until revised by the *tribunal* and is enforceable as a matter of contractual obligation between the Parties and not as an arbitral award. The *Adjudicator's* decision is final and binding if neither Party has notified the other within the times required by the contract that it intends to refer the matter to the *tribunal*.

- the Party is dissatisfied with the *Adjudicator's* decision or
- the *Adjudicator* did not inform the Parties of a decision within the time allowed and a new adjudicator has not been chosen,

except that neither Party may refer a dispute to the *tribunal* unless they have notified the other Party of their intention to do so not more than four weeks after

- the *Adjudicator* informs the Parties of the decision, or, if the *Adjudicator* did not inform the Parties of the decision within the time allowed,
- the end of the time allowed for the *Adjudicator's* decision.

IF THE UNITED KINGDOM HOUSING GRANTS, CONSTRUCTION AND REGENERATION ACT 1996 AS AMENDED BY THE LOCAL DEMOCRACY, ECONOMIC DEVELOPMENT AND CONSTRUCTION ACT 2009 (THE ACT) APPLIES TO THE CONTRACT, THE FOLLOWING ADDITIONAL CONDITIONS APPLY.

Definitions	1.1	(1) In this clause, time periods stated in days exclude Christmas Day, Good Friday and bank holidays. (2) Each <i>assessment day</i> is a payment due date. If there is a termination, the payment due date is thirteen weeks after the notice of termination. (3) The final date for payment is three weeks after the payment due date.
Assessing the amount due	1.2	If the <i>Consultant</i> submits an invoice for payment before the payment due date, the invoice is the notice of payment specifying the sum that the <i>Consultant</i> considers to be due at the payment due date (the notified sum). The <i>Consultant's</i> invoice states the basis on which the amount is calculated and includes details of the calculation.
	1.3	If the <i>Consultant</i> does not submit an invoice for payment before a payment due date, the notified sum is zero or, if an amount is to be paid to the <i>Client</i> , the amount which the <i>Client</i> considers is to be paid. The <i>Client</i> notifies the <i>Consultant</i> of the notified sum.
	1.4	The following replaces clause 50.5 If a Party intends to pay less than the notified sum, it notifies the other Party of its assessment of the amount due not later than seven days (the prescribed period) before the final date for payment. The notification states the basis on which the amount due is calculated and includes details of the calculation. A Party pays the notified sum unless it has notified its intention to pay less than the notified sum.
Compensation event	1.5	If the <i>Consultant</i> exercises its right under the Act to suspend performance, it is a compensation event.
The adjudication	1.6	The following replaces clause 93.3(1) A Party may issue to the other Party a notice of its intention to refer a dispute to adjudication at any time. The Party refers the dispute to the <i>Adjudicator</i> within seven days of the notice.
	1.7	The <i>Adjudicator</i> may in the decision allocate the <i>Adjudicator's</i> fees and expenses between the Parties.
	1.8	The <i>Adjudicator</i> may, within five days of giving the decision to the Parties, correct the decision to remove a clerical or typographical error arising by accident or omission.
	1.9	If the <i>Adjudicator's</i> decision changes an amount notified as due, payment of the sum decided by the <i>Adjudicator</i> is due not later than seven days from the date of the decision or the final date for payment of the notified amount, whichever is the later.

Index

Index by clause numbers (Option clauses indicated by their letters, main clause heads by bold numbers). Terms in *italics* are identified in Contract Data, and defined terms have Capital Initial Letters.

- acceptance 14.4, 62.2–3
- Acceptance, *Purchaser's* p.6, 11.2(1)
- access **16**
 - compensation events 60.1(2)
 - Defects, correcting 42.2
 - Scope p.10
 - Supplier's* responsibilities 22.1
- actions **10**
- additional conditions of contract p.4
- adjudication 93.3
 - see also tribunal*
- Adjudicator*
 - adjudication 93.3(1–8)
 - Contract Data p.3
 - dispute resolution 93.1, 93.2
 - tribunal* 93.4
- Adjudicator nominating body* p.4, 93.2(2)
- ambiguities 14.3, 63.8
- amount due **50**, 90.4, 92.1–4
 - see also* payment
- applicable law 83.3
- arbitration procedure p.4
- assessment
 - of amount due **50**
 - of compensation events 60.1(8), 62.5, **63**
- assessment day*
 - amount due, assessing 50.1, 50.3–5
 - Contract Data p.2
 - payment 51.1
 - termination, reasons for 90.4
- authority, *Purchaser's* **14**
- batch order interval* p.3, 23.1
- Batch Orders p.2, p.3, **23**, 92.3
- bodily injury 81.1, 83.3
- casualties 81.1, 83.3
- Client* 93.3(5)
- communications **13**, 14.4, 60.1(6–7), 93.3(4)
- compensation events **60**
 - adjudication 93.3(5)
 - assessing 60.1(8), 62.5, **63**
 - Batch Orders 23.1
 - early warning 15.1
 - notifying **61**
 - quotations for 61.2, **62**
- conditions of contract*
 - communications 13.2
 - compensation events 60.1(10)
 - compensation events, assessing 63.10
 - compensation events, quotations for 62.2
 - Contract Data p.4
 - identified and defined terms 11.1
 - interpretation and the law 12.3
 - Supplier's Offer* p.6
 - termination 90.1
- constraints on how the *Supplier* Provides the Goods p.9, 11.2(11)
- consumables 11.2(3)
- Contract Data p.2–5
 - Adjudicator* 93.2(2)
 - Batch Orders 23.1
 - compensation events, assessing 63.4
 - Defects, correcting 42.2
 - identified terms 11.1
 - insurance cover 83.1–3
 - limitation of liability 84.1–2
 - payment 51.2
- Corrupt Acts 11.2(1), **17**, 90.5
- cost recovery **82**
- death 81.1, 83.3
- defaults 90.3
- Defects
 - accepting **43**
 - compensation events 60.1(1)
 - Contract Data p.2
 - correcting p.2, 11.2(4), 40.1, **42**
 - definition 11.2(2)
 - Delivery 11.2(4)
 - liabilities, *Purchaser's* 80.1
 - notifying **41**, 42.1
 - tests and inspections 40.1
 - uncorrected **44**
- defects date*
 - amount due, assessing 50.1
 - compensation events, notifying 61.4
 - Contract Data p.2
 - Defects, notifying 41.1
 - insurance cover 83.3
 - liabilities, *Purchaser's* 80.1
- Defined Cost
 - compensation events, assessing 63.2, 63.4, 63.7
 - definition 11.2(3)
 - Fee 11.2(6)
- defined terms **11**
- delay damages* p.2, 50.6
- delegation **14**
- Delivery **30**
 - amount due, assessing 50.6
 - compensation events, assessing 63.6
 - Contract Data p.2
 - Defects, correcting p.2, 42.2
 - definition 11.2(4)
 - liabilities, *Purchaser's* 80.1
 - marking of *goods* before 70.1, **71**
 - Supply requirements p.10
 - termination, payment on 92.3
- Delivery Date
 - amount due, assessing 50.6
 - compensation events, assessing 63.6, 63.8
 - compensation events, notifying 61.3
 - compensation events, quotations for 62.1–2
 - Defects, accepting 43.1
 - definition 11.2(5)
 - Delivery 11.2(4)

- starting the work 30.1
- Supply requirements p.10
- delivery date* p.2, 11.2(5), 23.1
- delivery place p.10, 22.2, 70.1–2, 71.1
- dispute resolution **93**
- early warning **15**
- end date* p.3, 23.1
- equipment 11.2(3), 21.2, 91.2
- Fee 11.2(6), 63.2
- fee percentage* p.5, 11.2(6)
- goods 92.3
- goods*
 - Batch Orders 23.1
 - compensation events, assessing 63.1
 - Contract Data p.2, p.3
 - Defects 11.2(2)
 - Defined Cost 11.2(3)
 - Delivery 11.2(4)
 - early warning 15.1
 - insurance cover 83.3
 - liabilities, *Purchaser's* 80.1
 - liabilities, *Supplier's* 81.1
 - loss of/damage to 80.1, 81.1, 83.3
 - marking of, before Delivery 70.1, **71**
 - Providing the Goods 11.2(10)
 - provision of services and other things p.10
 - Purchaser's* authority 14.4
 - Purchaser's* title to **70**
 - Scope p.8, 11.2(11)
 - Supplier's* responsibilities 22.1
 - Supply requirements p.10
 - termination, payment on 92.1
 - termination, procedures on 91.1
 - tests and inspections 40.1
- health and safety requirements p.8, 90.3
- identified terms **11**
- inconsistencies 14.3, 63.8
- injury, bodily 81.1, 83.3
- insolvency 90.2
- inspections and tests p.8, **40**
- instructions
 - compensation events 60.1(1), 60.1(9)
 - compensation events, assessing 63.8
 - compensation events, notifying 61.2–3
 - Purchaser's* authority 14.1–3
 - Scope 11.2(11)
 - to stop or not to start work 30.3, 60.1(4), 90.4
- insurance p.3–4
- insurance cover p.3–4, **83**
- Insurance Table p.3–4, 83.3
- interest rate p.3, 51.2
- interpretation and the law **12**
- law of the contract* p.2, 12.2, 84.3
- liability
 - Adjudicator's* 93.2(3)
 - limitation of **84**
 - Parties' 82.3
 - Purchaser's* 60.1(10), **80**, 81.1, 82.2
 - Supplier's* (see *Supplier's* liabilities)

- lump sums 50.3, 63.3
- manufacture and fabrication 11.2(3)
- manufacture and fabrication overhead* p.5, 11.2(3)
- NEC Dispute Resolution Service Contract 93.2(1)
- nominating body, Adjudicator* p.4, 93.2(2)
- Offer, Supplier's* p.6
- others 11.2(4), 22.1–2, 80.1, 81.1
- Parties
 - actions 10.1–2
 - adjudication 93.3(1–4), 93.3(6–8)
 - Adjudicator* 93.2(1–3)
 - amount due, assessing 50.1, 50.6
 - compensation events 60.1(8)
 - compensation events, quotations for 62.1, 62.5
 - cost recovery 82.3
 - definition 11.2(7)
 - dispute resolution 93.1
 - insurance cover 83.3
 - interpretation and the law 12.3–4
 - payment 51.3
 - termination 90.1
 - termination, reasons for 90.2
 - tribunal* 93.4
 - see also *Purchaser, Supplier*
- payment **51**
 - cost recovery 82.1–3
 - Defects, uncorrected 44.1
 - interest rate p.3, 51.2
 - tax payment 51.3
 - on termination **92**
 - see also amount due
- people 11.2(3)
- People Rates 11.2(3), 11.2(8), 63.5
- people rates* p.5, 11.2(8)
- period for reply* p.2, 13.2
- plant and materials
 - Defined Cost 11.2(3)
 - insurance cover 83.3
 - liabilities, *Supplier's* 81.1
 - loss of/damage to 81.1, 83.3
 - termination, payment on 92.1
- premises* p.2, 16.1, 60.1(2)
- Price List p.7
 - amount due, assessing 50.3
 - Batch Orders 23.1
 - compensation events 60.1(9)
 - compensation events, assessing 63.1, 63.9
 - Prices 11.2(9)
 - Purchaser's* authority 14.3
 - Supplier's Offer* p.6
- Prices
 - amount due, assessing 50.3
 - compensation events, assessing 63.1–3, 63.8–9
 - compensation events, notifying 61.3
 - compensation events, quotations for 62.1–2
 - Defects, accepting 43.1
 - definition 11.2(9)
 - early warning 15.1
 - Supplier's Offer* p.6
- procedures on termination **91**
- programme p.9, **31**
- property
 - insurance cover 83.3
 - liabilities, *Supplier's* 81.1

limitation of liability p.3, 84.2
loss of/damage to p.3, 81.1, 83.3, 84.2

Providing the Goods **20**

amount due, assessing 50.1, 50.6
Batch Orders 23.1
constraints on how the *Supplier* Provides the Goods p.9,
11.2(11)
Contract Data p.2
Defined Cost 11.2(3)
definition 11.2(10)
insurance cover 83.3
liabilities, *Supplier's* 81.1
Purchaser's Acceptance p.6
Purchaser's authority 14.4
subcontracting 21.1
Supplier's Offer p.6
termination 90.1
termination, payment on 92.2

provision of services and other things p.10, **16**, 60.1(3), 91.2

Purchaser

Acceptance p.6, 11.2(1)
access 16.1
amount due, assessing 50.1, 50.4–5
authority **14**
Batch Orders 23.1
communications 13.2
compensation events 60.1(1–7), 60.1(9)
compensation events, assessing 63.1, 63.3, 63.5, 63.10
compensation events, notifying 61.1–4
compensation events, quotations for 62.2–5
Contract Data p.2–4
Corrupt Acts 11.2(1)
cost recovery 82.1–2
Defects, accepting 43.1
Defects, correcting 42.1–2
Defects, notifying 41.1
Defects, uncorrected 44.1
delegation **14**
Delivery 11.2(4), 30.2
early warning 15.1–2
employees 80.1
goods, title to **70**
insurance by p.3–4
insurance cover 83.1–2
liabilities 60.1(10), **80**, 81.1, 82.2
liabilities, *Supplier's* p.3
limitation of liability, *Supplier's* p.3, 84.1–2
Parties 11.2(7)
payment 51.1
Price List p.7
programme 31.1
property p.3, 81.1, 84.2
provision of services and other things p.10, 16.2, 60.1(3), 91.2
Scope p.8
Supplier's responsibilities 22.1
Supply requirements p.10
termination, payment on 92.2–4
termination, procedures on 91.1–2
termination, reasons for 90.3–6
tests and inspections 40.1

quotations

for compensation events 61.2, **62**
Defects, accepting 43.1

rates 63.3–4

see also People Rates; *people rates*

recovery of costs **82**

risk allowances 63.7

safety and health requirements p.8, 90.3

Scope p.8–10

compensation events 60.1(1), 60.1(5)
compensation events, assessing 63.8
Defects 11.2(2)
Defects, accepting 43.1
definition 11.2(11)
Delivery 11.2(4)
marking of *goods* before Delivery 71.1
programme 31.1
Providing the Goods 20.1
provision of services and other things 16.2
Purchaser's authority 14.2
Purchaser's title to *goods* 70.1–2
removing the work from 30.3, 90.4
Supplier's responsibilities 22.2
tests and inspections 40.1

specifications p.8

start date 23.1

start work, instructions given not to 30.3, 60.1(4), 90.4

starting date

Adjudicator 93.2(1)
amount due, assessing 50.1
Contract Data p.2
Delivery 30.2
insurance cover 83.3
starting the work 30.1

starting the work **30**

stop work, instructions given to 30.3, 60.1(4), 90.4

subcontracting 11.2(3), **21**

subcontractor 11.2(3), 17.2, 21.2, 90.5

subcontracts 17.3

supplier 17.2, 90.5, 91.1

Supplier

access 16.1
activities 80.1
adjudication 93.3(5)
amount due, assessing 50.1–6
Batch Orders 23.1
communications 13.2
compensation events 60.1(6)
compensation events, assessing 63.1, 63.3, 63.5, 63.7–8,
63.10
compensation events, notifying 61.1–4
compensation events, quotations for 62.1–2
constraints on how the *Supplier* Provides the Goods p.9,
11.2(11)
Contract Data p.2
Corrupt Acts 17.1–3
cost recovery 82.1–2
Defects, accepting 43.1
Defects, correcting 42.1–2
Defects, notifying 41.1
Defects, uncorrected 44.1
Defined Cost 11.2(3)
Delivery 11.2(4)
early warning 15.1–2
employees 81.1, 83.3
goods p.8
insurance cover 83.2–3
liabilities, *Purchaser's* 80.1
marking of *goods* before Delivery 71.1
Offer p.6
Parties 11.2(7)
payment 51.1
Price List p.7
programme 31.1
Providing the Goods 20.1
Purchaser's authority 14.1–2, 14.4–5
Purchaser's title to *goods* 70.1–2
responsibilities, other **22**
Scope p.8
starting the work 30.1
subcontracting 21.1–2

Supply requirements p.10
termination 90.1
termination, payment on 92.1, 92.3, 92.4
termination, procedures on 91.2
termination, reasons for 90.3–5
tests and inspections 40.1

Supplier's liabilities **81**

Contract Data p.3
cost recovery 82.1
insurance cover 83.3
limitation of 84.1–2

Supply requirements p.10

Supply Short Contract p.1–10

tax payment 51.3

tenderer p.7

termination **90**

amount due, assessing 50.1, 50.6
insurance cover 83.3
liabilities, *Purchaser's* 80.1
payment on **92**
procedures on **91**
reasons for **90**, 92.2–3

terms, identified and defined **11**

tests and inspections p.8, **40**

tribunal p.4, 93.3(1), 93.3(8), 93.4

Appendix A Price List

Price List	Item	Units	Rate	Cost
Project Management For Site Works				
Project Director	Hrs	24		
Programme Management	Hrs	6		
GI Management	Hrs	120		
Commercial Support	Hrs	36		
			Subtotal	
Pre Mob - Planning				
Project Director	Hrs	5		
Senior Consultant	Hrs	10		
Site Manager	Hrs	42		
GI Management	Hrs	30		
SHE Lead	Hrs	4		
			Subtotal	
Site Management				
Project Director	Hrs	9		
GI Management	Hrs	30		
SHE Lead	Hrs	6		
Site Manager	Hrs	160		
GI Close Out				
Project Director	Hrs	5		
Programme Management	Hrs	2		
GI Management	Hrs	20		
Site Manager	Hrs	10		
Commercial Support	Hrs	24		
			Subtotal	
Ground Engineering Support				
GE - Consultant	Hrs	50		
GE - Senior Consultant	Hrs	8		
GE - Associate Consultant	Hrs	4		
			Subtotal	
Ground Engineering - Scheduling				
GE - Consultant	Hrs	10		
GE - Senior Consultant	Hrs	2		
GE - Associate Consultant	Hrs	4		
			Subtotal	
Factual Reporting GI Only				
Engineering Geologist	Hrs	61		
Principal Engineer	Hrs	18		
Associate Engineer	Hrs	6		
			Subtotal	
GI Planning and Operations - GI				
Ops Man / Snr Ops Man	Hrs	112		
Principal Engineer	Hrs	180		
Project Manager	Hrs	4		
Head of Discipline	Hrs	7		
Senior Engineer	Hrs	8		
Fatigue Management (by Principal)	Hrs	4.5		
			Subtotal	
GI Planning and Operations - Enabling Works				
Ops Man / Snr Ops Man	Hrs	6		
Principal Engineer	Hrs	8		
Head of Discipline	Hrs	1		
Fatigue Management time (by Principal)	Hrs	1		
			Subtotal	
Buried Services Processing				
Buried Service Tech	Hrs	5		
Buried Service Manager	Hrs	2		
			Subtotal	
Buried Services Processing - Enabling Works				
Buried Service Tech	Hrs	5		
Buried Service Manager	Hrs	2		
			Subtotal	
Geophysics - Site and Processing				
Head of Discipline	Hrs	3		
Associate	Hrs	17		
Senior Engineer	Hrs	66		
Graduate	Hrs	56		

Specialist Software	No.	1			
Geophysics Equipment	No.	1			
			Subtotal		
Topo Study - Site and Processing					
	Item	Units		Rate	Cost
Geomatics - Associate	Hrs	8			
Geomatics - Principal	Hrs	52			
Geomatics - Engineer	Hrs	42			
Survey Equipment	No	1			
			Subtotal		
PAS128					
Geophysics - Associate	Hrs	10			
Geophysics - Senior Engineer	Hrs	33			
Geophysics - Graduate	Hrs	23			
PAS128 Equipment	No.	1			
			Subtotal		
GI Mobilisation					
Ops Man / Snr Ops Man	Hrs	8			
Engineering Geologist	Hrs	71			
Lead Driller	Hrs	47			
Assistant Driller	Hrs	9			
Stores/Fleet Management	Hrs	13			
			Subtotal		
GI Mobilisation - Enabling					
Ops Man / Snr Ops Man	Hrs	1			
Engineering Geologist	Hrs	28			
			Subtotal		
GI Windowless Sampling					
Engineering Geologist	Hrs	50			
Lead Driller	Hrs	50			
Assistant Driller	Hrs	50			
Backfill and Installation Materials	Locations	6			
Machine Dug Trial Pitting & Enabling Works					
Staff					
Engineering Geologist	Hrs	20			
Lead Driller	Hrs	20			
Move and setup at each exploratory hole	Included in week rate				
METP to maximum depth 3.0m	Week	1			
Backfill METP with arisings	Included in week rate				
Standing time for METP plant and engineer	Included in week rate				
Excavator/Plant - GI Works & Enabling					
Transport 14 tonne (or equivalent) Excavator each way	No.	4			
Hire of 14 tonne Excavator (or equivalent)	No.	3			
14 tonne Excavator Operator (or equivalent)	Day	4			
Excavator Fuel	Tanks	1.5			
Excavator AdBlue	No.	1			
Drilling					
Drilling Equipment					
Cat and Genny	Shift	10			
Hand Shear Vane	Shift	10			
Visqueen Sheeting	Roll	2			
Water Supply Standpipe	Week	2			
GPS Equipment	Week	1			
Tracked WS rig and ancillaries	Shift	3			
UT100	No.	6			
Datalogger - levelSCOUT	No.	6			
Datalogger - baroSCOUT	No.	1			
LevelSCOUT communication device	No.	1			
Drilling Labour					
Engineering Geologist	Hrs	30			
Lead Driller	Hrs	30			
Drilling - Subs					
Contract specific SHEQ	No.	1			
Red category PPE/RPE	Day	6			
Establishment of Crew and Equipment	No.	1			

Daily Travel/Subsistence	Day	3		
Supply of IBCs	No.	2		
Clean drilling via Environmental Seal	No.	3		
Small purpose rotary Rig (Comacchio 205)	Day	3		
Visqueen to create Bunded/clean drill pad working area	No.	3		
Tracked telehandler	Day	3		
Provision of equipment and materials to establish and collapse mobile washdown area	Week	1		
Standpipe hire	Week	1		
Lab Testing - Geo-env				
Soil Contamination Suite (Asbestos, Inorganics, Metals (inc. CrIII/CrVI), PAH, TPH-CWG (BTEX & MTBE))	No.	21		
Water Contamination Suite (Inorganics, Metals(inc. CrIII/CrVI), PAH, TPH-CWG (BTEX & MTBE))	No.	19		
PFAS Soil	No.	15		
PFAS Water	No.	19		
Carbamite (Urea) Soil	No.	15		
Carbamite (Urea) Water	No.	19		
Explosives Soil	No.	15		
Explosives Water	No.	19		
Lab Testing - Geotech				
Particle Size Distribution	No.	18		
Natural Moisture Content	No.	18		
Atterberg Limits	No.	18		
Bulk Density	No.	18		
Maximum Dry Density and Optimum Moisture Content	No.	18		
Specific Gravity of Soil Solids	No.	18		
Shrink/Swell Potential (Linear Shrinkage)	No.	18		
Compressibility/Consolidation	No.	9		
Triaxial Undrained Shear Strength	No.	9		
Consolidated Triaxial - Effective Stress	No.	9		
Permeability (Laboratory)	No.	9		
BRE SD1 Suite	No.	18		
			S	
GI Lab Testing				
Scheduling/Duty of Care (factual)			Rate	Cost
	Item	Units		
Principal Engineer	Hrs	48		
Stores/Fleet Management	Hrs	10		
GI Ground Gas/Groundwater Monitoring				
Engineering Geologist	Hrs	60		
Lead Driller	Hrs	60		
			S	
General Items				
Multisampler Collection/delivery	No	1		
Multisampler Hire	No	1		
Multisampler tubes	No	18		
Development of groundwater monitoring well and works				
Bailers	No.	9		
AquaTROLL 500 Water Quality Meter (per day)	Shift	6		
AquaTROLL & Peri Pump carriage (includes delivery & collection)	No.	3		
Silicone Tubing 4 x 8mm, 5m	No.	1		
Polyethylene Tubing (plastic) 4 x 6mm, 100m	No.	1		
Interface Probe	Day	16		
Undertake Falling Head Test in DW/RC groundwater monitoring well	No.	9		
Return Groundwater Monitoring Visits				
Return monitoring rounds; sampling 9no. locations per visit (including equipment)	Visits	3		

Subsistence & Hotels (Per person) - GI Works + Enabling Works				
Subsistence - Lunches	No.	3		
Stay-away Allowance	No.	53		
Accommodation (non-London)	No.	55		
Transport and Vehicles - GI Works + Enabling works				
Car Hire	Shift	10		
Large Van Hire	Shift	39		
Mileage - Car	Mile	1500		
Mileage - Van	Mile	4850		
4x4 Hire	Shift	3		
Mileage - 4x4	Mile	500		
Sampling Equipment	Day	10		
PID Hire	Week	2		
PID Carriage	No	1		
LEL Gas Monitor	Week	4		
Bowser & Pressure Washer	Week	2		
Bowser & Pressure Washer - Enabling works	Week	1		
PFAS Equipment	Week	1		
General Items Cont.				
	Item	Units	Rate	Cost
Decontamination Equipment				
Decontamination Unit	Week	3		
Decontamination Unit - Gas (4 bottles)	Bottles	4		
Decontamination Unit - delivery/collection	No.	2		
Decontamination Unit - return cleaning charge	No.	1		
Decontamination Unit - water filter system	Week	3		
Red Site PPE/Safety Equipment				
Red Site PPE - Tyvek Suits	No	68		
Red Site PPE - Respirators - GI	No	3		
Red Site PPE - Respirator Filters	No	3		
Water Safety Team	Day	2		
Site Compound				
Sunbelt Trackway (estimated 250m) - price for 1st week	200/week	1	£	
Trackway Price for each week thereafter	Week	1		
Sunbelt Supervisor (install and demob)	Day	3		
Safety Signage and PPE	Week	3		
Provision of Heras fencing (rotary rig)	Week	3		
AECOM Compound Set up and transport (and return)	Item	1		
AECOM Compound weekly cost.	Week	3		
Item				
Project Management	Lump Sum(LS)	1		
Internal & Client Meetings	LS	1		
Programme Updates & Support	LS	1		
Geotechnical Assessment & report	LS	1		
Updated Part 2 A Assessment and Remediation Options Appraisal	LS	1		
Regulatory & Permitting Liaison	LS	1		
Marine Structural Survey	LS	1		
Ecological Surveys	LS	1		
Total				£389,380.00

