

# Contract Data

## PART ONE – DATA PROVIDED BY THE *CLIENT*

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

### 1 General

The *conditions of contract* are the core clauses, the clauses for main Option B, the following Option for resolving and avoiding disputes and secondary Options of the NEC4 Engineering and Construction Contract June 2017 (with amendments January 2023)

Option for resolving and avoiding disputes

Secondary Options

The *works* are

The *Client* is

Name

Address for communications

Address for electronic communications

The *Project Manager* is

Name

Address for communications

Address for electronic communications

The *Supervisor* is

Name

Address for communications

Address for electronic communications

The Scope is in

The Site Information is in

The *boundaries of the site* are

The *language of the contract* is

The *law of the contract* is the law of

The *period for reply* is  except that

- The *period for reply* for  is
- The *period for reply* for  is

The following matters will be included in the Early Warning Register

Early warning meetings are to be held at intervals no longer than

**2 The Contractor’s main responsibilities**

If the *Client* has identified work which is set to meet a stated *condition* by a *key date*

The <i>key dates</i> and <i>conditions</i> to be met are		
	<i>condition</i> to be met	<i>key date</i>
(1)	<input type="text"/>	<input type="text"/>
(2)	<input type="text"/>	<input type="text"/>
(3)	<input type="text"/>	<input type="text"/>

**3 Time**

The *starting date* is

The *access dates* are

part of the Site	date
(1) <input type="text"/>	<input type="text"/>
(2) <input type="text"/>	<input type="text"/>
(3) <input type="text"/>	<input type="text"/>

The *Contractor* submits revised programmes at intervals no longer than

If the *Client* has decided the *completion date* for the whole of the *works*

The *completion date* for the whole of the *works* is

Taking over the *works*  
Completion Date

The *Client* **is/is not** willing to take over the *works* before the before the Completion Date (Delete as applicable)

If no programme is identified in part two of the Contract Data

The period after the Contract Date within which the *Contractor* is to submit a first programme for acceptance is

#### 4 Quality management

The period after the Contract Date within which the *Contractor* is to submit a quality policy statement and quality plan is

The period between Completion of the whole of the *works* and the *defects date* is

The *defect correction period* is  except that

- The *defect correction period* for  is
- The *defect correction period* for  is

#### 5 Payment

The *currency of the contract* is the

The *assessment interval* is

The *interest rate* is  % per annum (not less than 2) above the  rate of the  bank

If the period in which payments are made is not three weeks and Y(UK)2 is not used

The period within which payments are made is

## 6 Compensation events

The place where weather is to be recorded is

The *weather measurements* to be recorded for each calendar month are

- the cumulative rainfall (mm)
- the number of days with rainfall more than 5 mm
- the number of days with minimum air temperature less than 0 degrees Celsius
- the number of days with snow lying at  hours GMT

and these measurements:

The *weather measurements* are supplied by

The *weather data* are the records of past *weather measurements* for each calendar month which were recorded at

and which are available from

Where no recorded data are available

Assumed values for the ten year weather return *weather data* for each *weather measurement* for each calendar month are

The value engineering percentage is 50%, unless another percentage is stated here, in which case it is

 %

The *method of measurement* is

If there are additional events

These are additional compensation events compensation

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## 8 Liabilities and insurance

If there are additional *Client's* liabilities

These are additional *Client's* liabilities

(1)	
(2)	
(3)	

The minimum amount of cover for insurance against loss of or damage to property (except the *works*, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) arising from or in connection with the *Contractor* Providing the Works for any one event is

--

The minimum amount of cover for insurance against death of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with the contract for any one event is

--

If the *Client* is to provide Plant and Materials

The insurance against loss of or damage to the *works*, Plant and Materials is to include cover for Plant and Materials provided by the *Client* for an amount of

--

If the *Client* is to provide any of the insurances stated in the Insurance Table

The *Client* provides these insurances from the Insurance Table

(1) Insurance against	
Minimum amount of cover is	
The deductibles are	
(2) Insurance against	
Minimum amount of cover is	
The deductibles are	
(3) Insurance against	
Minimum amount of cover is	
The deductibles are	

If additional insurances  
are to be provided

The *Client* provides these additional insurances

(1) Insurance against	
Minimum amount of cover is	
The deductibles are	
(2) Insurance against	
Minimum amount of cover is	
The deductibles are	
(3) Insurance against	
Minimum amount of cover is	
The deductibles are	

The *Contractor* provides these additional insurances

(1) Insurance against	
Minimum amount of cover is	
The deductibles are	
(2) Insurance against	
Minimum amount of cover is	
The deductibles are	
(3) Insurance against	
Minimum amount of cover is	
The deductibles are	

Resolving and avoiding disputes

	The <i>tribunal</i> is	
If the <i>tribunal</i> is arbitration	The <i>arbitration procedure</i> is	
	The place where arbitration is to be held is	
	The person or organisation who will choose an arbitrator if the Parties cannot agree a choice or if the <i>arbitration procedure</i> does not state who selects an arbitrator is	

If Option W1 or W2 is used	The <i>Senior Representatives</i> of the <i>Client</i> are	
	Name (1)	
	Address for communications	

Address for electronic communications

Name (2)

Address for communications

Address for electronic communications

The *Adjudicator* is

Name

Address for communications

Address for electronic communications

The *Adjudicator nominating body* is

If Option W3 is used

The number of members of the Dispute Avoidance Board is one/three (Delete as applicable)

The *Client's* nomination for the Dispute Avoidance Board is

Name

Address for communications

Address for electronic communications

The Dispute Avoidance Board visit the Site at intervals no longer than  months

The *Dispute Avoidance Board nominating body* is

#### X1: Price adjustment for inflation

If Option X1 is used

The proportions used to calculate the Price Adjustment Factor are

0.

linked to the index for

0.

0.

0.

0.

0.

0.

non-adjustable

1.00

The *base date* for indices is

These indices are

### X3: Multiple currencies

If Option X3 is used

The *Client* will pay for the items or activities listed below in the currencies stated

items and activities	other currency	total maximum payment in the currency
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

The *exchange rates* are those published in

on  (date)

### X5: Sectional Completion

If Option X5 is used

The *completion date* for each *section* of the *works* is

<i>section</i>	<i>description</i>	<i>completion date</i>
(1)	<input type="text"/>	<input type="text"/>
(2)	<input type="text"/>	<input type="text"/>
(3)	<input type="text"/>	<input type="text"/>
(4)	<input type="text"/>	<input type="text"/>

### X6: Bonus for early Completion

If Option X6 is used without Option X5

The bonus for the whole of the *works* is

per day

If Option X6 is used with Option X5

The bonus for each *section* of the *works* is

<i>section</i>	<i>description</i>	<i>amount per day</i>
(1)	<input type="text"/>	<input type="text"/>
(2)	<input type="text"/>	<input type="text"/>
(3)	<input type="text"/>	<input type="text"/>
(4)	<input type="text"/>	<input type="text"/>

The bonus for the remainder of the *works* is

### X7: Delay damages

If Option X7 is used without Option X5

Delay damages for Completion of the whole of the *works* are

per day



If Option X7 is used with  
Option X5

Delay damages for each *section* of the *works* are

<i>section</i>	<i>description</i>	<i>amount per day</i>
(1)	<input type="text"/>	<input type="text"/>
(2)	<input type="text"/>	<input type="text"/>
(3)	<input type="text"/>	<input type="text"/>
(4)	<input type="text"/>	<input type="text"/>
The delay damages for the remainder of the <i>works</i> are		<input type="text"/>

#### X8: Undertakings to the *Client* or Others

If Option X8 is used

The *undertakings to Others* are

provided to

  

The *Subcontractor undertaking to Others* are  
works

provided to

<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

The *Subcontractor undertaking to the Client* are  
works

  

#### X10: Information modelling

If Option X10 is used

If no *information execution plan* is identified in part two of the Contract Data

The period after the Contract Date within which the *Contractor* is to submit a first  
Information Execution Plan for acceptance is

The minimum amount of insurance cover for claims made against the *Contractor* arising out of its failure to use the skill and care normally used by professionals providing information similar to the Project Information is, in respect of each claim

The period following Completion of the whole of the *works* or earlier termination for which the *Contractor* maintains insurance for claims made against it arising out of its failure to

use the skill and care is

#### **X12: Multiparty collaboration (not used with Option X20)**

If Option X12 is used

The *Promoter* is

The Schedule of Partners is in

The *Promoter's objective* is

The Partnering Information is in

#### **X13: Performance bond**

If Option X13 is used

The amount of the performance bond is

#### **X14: Advanced payment to the *Contractor***

If Option X14 is used

The amount of the advanced payment is

The period after the Contract Date from which the

*Contractor* repays the instalments in assessments is

The instalments are (either an amount or a percentage of the payment otherwise due)

Advanced payment bond

An advanced payment bond is/is not required. (Delete as applicable)

#### X15: The *Contractor's* design

If Option X15 is used

The *period for retention* following Completion of the whole of the *works* or earlier termination is

The minimum amount of insurance cover for claims made against the *Contractor* arising out of its failure to use the skill and care normally used by professionals designing works similar to the *works* is, in respect of each claim

The period following Completion of the whole of the *works* or earlier termination for which the *Contractor* maintains insurance for claims made against it arising out of its failure to use the skill and care is

#### X16: Retention (not used with Option F)

If Option X16 is used

The *retention free amount* is

The *retention percentage* is

%

Retention bond

The *Contractor* may/may not give the *Client* a retention bond (Delete as applicable)

#### X17: Low performance damages

If Option X17 is used

The amounts for low performance damages are

amount

performance level

for

for

for

for

#### X18: Limitation of liability

If Option X18 is used      The *Contractor's* liability to the *Client* for indirect or consequential loss is limited to

For any one event, the *Contractor's* liability to the *Client* for loss of or damage to the *Client's* property is limited to

The *Contractor's* liability for Defects due to its design which are not listed on the Defects Certificate is limited to

The *Contractor's* total liability to the *Client* for all matters arising under or in connection with the contract, other than excluded matters, is limited to

The *end of liability date* is  years after the Completion of the whole of the *works*

#### X20: Key Performance Indicators (not used with Option X12)

If Option X20 is used      The *incentive schedule* for Key Performance Indicators is in

A report of performance against each Key Performance Indicator is provided at intervals of  months

#### X29: Climate change

If Option X29 is used      The *performance table* is in

If no *climate change plan* is identified in part two of the Contract Data      The period after the Contract Date within which the *Contractor* is to submit a first climate change plan for acceptance is

#### Y(UK)1: Project Bank Account

If Option Y(UK)1 is used      The Contractor is/is not to pay any charges made and to be paid any interest paid by the *project bank* (Delete as applicable)

The *account holder* is the Contractor/the Parties (Delete as applicable)

#### Y(UK)2: The Housing Grants, Construction and Regeneration Act 1996

If Option Y(UK)2 is used and the final date for payment is not fourteen days after the date on which payment becomes due      The period for payment is  days after the date on which payment becomes due

Y(UK)3: The Contracts (Rights of Third Parties) Act 1999

If Option Y(UK)3 is used	term	beneficiary

If Y(UK)3 is used with Y(UK)1 the following entry is added to the table for Y(UK)3

term	beneficiary
The provisions of Options Y(UK)1	Named Suppliers

Z: Additional conditions of contract

If Option Z is used                      The additional conditions of contract are

PART TWO – DATA PROVIDED BY THE CONTRACTOR

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

1 General

The *Contractor* is

Name

Address for communications

Address for electronic communications

The *fee percentage* is  %

The *working areas* are

The *key persons* are

Name (1)

Job

Responsibilities

Qualifications

Experience

Name (2)

Job

Responsibilities

Qualifications

Experience

The following matters will be included in the Early Warning Register

## 2 The Contractor's main responsibilities

If the *Contractor* is to provide Scope for its design

The Scope provided by the *Contractor* for its design is in

## 3 Time

If a programme is to be identified in the Contract Data

The programme identified in the Contract Data is

If the *Contractor* is to decide the *completion date* for the whole of the works

The *completion date* for the whole of the works is

## 5 Payment

The *bill of quantities* is

The tendered total of the Prices is

## Resolving and avoiding disputes

If Option W1 or W2 is used

The *Senior Representatives* of the *Contractor* are

Name (1)

Address for communications

Address for electronic communications

Name (2)

Address for communications

Address for electronic communications

If Option W3 is used and the number of members of the Dispute Avoidance Board is three

The *Contractor's* nomination for the Dispute Avoidance Board is

Name

Address for communications

Address for electronic communications



## X10: Information modelling

If Option X10 is used

If an *information execution plan* is to be identified in the Contract Data

The *information execution plan* identified in the Contract Data is

## X29: Climate change

If Option X29 is used

If a *climate change plan* is to be identified in the Contract Data

The *climate change plan* identified in the Contract Data is

## Y(UK)1: Project Bank Account

If Option Y(UK)1 is used

The *project bank* is

*named suppliers* are

## Data for the Short Schedule of Cost Components

The *people rates* are

category of person

unit

rate

The published list of Equipment is the edition current at the

Contract Date of the list published by

The percentage for adjustment for Equipment in the published list is

% (state plus or minus)

The rates for other Equipment are

Equipment

rate

The rates for Defined Cost of manufacture and fabrication outside the Working Areas by the *Contractor* are

category of person	rate
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

The rates for Defined Cost of design outside the Working Areas are

category of person	rate
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

The categories of design people whose travelling expenses to and from the Working Areas are included in Defined Cost are