

# 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 and the clauses for the following main Option, the Option for resolving and avoiding disputes and secondary Options of the NEC4 Facilities Management Contract June 2021 version incorporating amendments January 2023 as amended in the conditions of contract

Main Options  Option for resolving and avoiding disputes

Secondary Options

The *service* is

The *Client* is

Name

Address for communications

Address for electronic communications

The *Service Manager* is

Name

Address for communications

Address for electronic communications

The Business Units are

- Driving and Vehicle Standards Agency (DVSA)
- British Transport Police Authority (BTP)
- Maritime & Coastguard Agency (MCA)
- Department for Transport (DfTc)
- Air Accident Investigation Branch (AAIB)
- Rail Accident Investigation Branch (RAIB)
- Government Car Services (GCS)
- Highspeed 2 (HS2)
- Vehicle Certification Agency (VCA)

The Affected Property is

The Scope is in

The *shared services* which may be carried out outside the Service Areas 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 *Service Provider's* main responsibilities

If Option C or E is used The *Service Provider* prepares forecasts of the total Defined Cost for the whole of the service at intervals no longer than

## 3 Time

The *starting date* is

The *service period* is

The *Service Provider* submits revised plans at intervals no longer than

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

The period after the Contract Date within which the *Service Provider* is to submit a first plan for acceptance is

During the Mobilisation Period.

If a mobilisation plan is required and no mobilisation plan is identified in part two of the Contract Data

The period after the Contract Date within which the *Service Provider* is to submit a mobilisation plan for acceptance is

N/A

The period after the Contract Date within which the *Service Provider* is to submit a first demobilisation plan for acceptance is

6 months

### 4 Quality management

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

set out in section M4.2 of Annex E (Mobilisation Plan and Testing) of the Scope

### 5 Payment

The *currency of the contract* is the

Pound sterling (GBP).

The *assessment interval* is

Monthly

The *interest rate* is

2

% per annum (not less than 2) above the

Base

rate of the

Bank of England

bank

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

The period within which is payments are made is

N/A

The *performance table* is in

Schedule 10 (Key Performance Indicators)

The At Risk % is

4.18%.

If the period for certifying a final assessment is not thirteen weeks

The period for certifying a final assessment is

N/A

If Option C is used

The *Service Provider's share percentages* and the *share ranges* are

*share range*

*Service Provider's share percentage*

Less than [ ] %

[ ] %

from [ ] % to

[ ] %

from [ ] % to

[ ] %

Greater than  %  %

The *Service Provider's* share is assessed on (dates)

If Option C or E is used

The exchange rates are those published in

on  (date)

## 6 Compensation events

If Option A is used percentage is stated

The *efficiency percentage* is

N/A

If there are additional compensation events

These are additional compensation events

There are no additional compensation events.

## 8 Liabilities and insurance

If there are additional *Client's* liabilities

These are additional *Client's* liabilities

(1) N/A

(2)

(3)

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

£20,000,000 (twenty million pounds)

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

£20,000,000 (twenty million pounds)

If the *Client* is to provide Plant and Materials

The insurance against loss of or damage to Plant and Materials, Equipment and the *Client's* equipment is to include cover for equipment is to cover for Plant and Materials provided by the *Client* for the amount of

£20,000,000 (twenty million pounds)

If the *Client* is to provide equipment

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

£20,000,000 (twenty million pounds)

If the *Service Provider* is liable for loss of or damage to any property owned or occupied by the *Client*, other than the Affected Property

The *Service Provider* is liable for loss of or damage to any property owned or occupied by the *Client*, other than the Affected Property, arising from or in connection with the *Service Provider* Providing the Service. The minimum amount of cover for insurance for any one event is

£20,000,000 (twenty million pounds)

If the *Service Provider* is liable for loss of or damage to the Affected Property

The *Service Provider* is liable for loss of or damage to the Affected Property arising from or in connection with the *Service Provider* Providing the Service. The minimum amount of cover for insurance for any one event is

£20,000,000 (twenty million pounds)

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

The *Client* provides these insurances from the Insurance Table

(1) Insurance against	<input type="text"/>
Minimum amount of cover is	<input type="text"/>
The deductibles are	<input type="text"/>
(2) Insurance against	<input type="text"/>
Minimum amount of cover is	<input type="text"/>
The deductibles are	<input type="text"/>
(3) Insurance against	<input type="text"/>
Minimum amount of cover is	<input type="text"/>
The deductibles are	<input type="text"/>

If additional insurances are to be provided

The *Client* provides these additional insurances

(1) Insurance against	<input type="text"/>
Minimum amount of cover is	<input type="text"/>
The deductibles are	<input type="text"/>
(2) Insurance against	<input type="text"/>
Minimum amount of cover is	<input type="text"/>
The deductibles are	<input type="text"/>
(3) Insurance against	<input type="text"/>
Minimum amount of cover is	<input type="text"/>
The deductibles are	<input type="text"/>

The *Service Provider* provides these additional insurances

(1) Insurance against	<input type="text" value="Motor Third Party Insurance"/>
Minimum amount of cover is	<input type="text" value="£10,000,000 (ten million pounds) per claim"/>
The deductibles are	<input type="text"/>
(2) Insurance against	<input type="text"/>
Minimum amount of cover is	<input type="text"/>
The deductibles are	<input type="text"/>
(3) Insurance against	<input type="text"/>
Minimum amount of cover is	<input type="text"/>
The deductibles are	<input type="text"/>

Resolving and avoiding disputes

	The <i>tribunal</i> is	Courts of England and Wales
If the <i>tribunal</i> is arbitration	The <i>arbitration procedure</i> is	N/a
	The place where arbitration is to be held is	N/A
	The place where arbitration is to be held is	N/A
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		N/A

The *Senior Representatives* of the *Client* are

Name (1)	[Redacted]
Address for communications	[Redacted]
Address for electronic communications	[Redacted]
Name (2)	[Redacted]
Address for communications	[Redacted]
Address for electronic communications	[Redacted]

The *Level 1 Representatives* of the *Client* are

Name (1)	[Redacted]
Address for communications	[Redacted]
Address for electronic communications	[Redacted]
Name (2)	[Redacted]
Address for communications	[Redacted]
Address for electronic communications	[Redacted]
Name (3)	[Redacted]

Address for communications	[Redacted]
Address for electronic communications	[Redacted]
Name (4)	[Redacted]
Address for communications	[Redacted]
Address for electronic communications	[Redacted]
Name (5)	[Redacted]
Address for communications	[Redacted]
Address for electronic communications	[Redacted]
Name (6)	[Redacted]
Address for communications	[Redacted]
Address for electronic communications	[Redacted]

The *Adjudicator* is

Name (1)	-
Address for communications	
Address for electronic communications	
The <i>Adjudicator nominating body</i> is	CIC Register of Adjudicators

**X1: Price adjustment for inflation (used only with Options A and C)**

If Option X1 is used

Amounts subject to Indexation are:

- All rates and Prices in the Price List

The Adjustment Dates are:

- Full Service Commencement Date
- Each anniversary of the Full Service Commencement Date

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**X15: The *Service Provider's* design**

If Option X15 is used	The <i>period for retention</i> following the end of the Service Period or earlier termination is	12 years from the end of the Service Period <input type="text"/>
	The minimum amount of insurance cover for claims made against the <i>Service Provider</i> arising out of its failure to use the skill and care normally used by professionals designing service similar to the <i>service</i> is, in respect of each claim	£5,000,000 (Five Million Pounds) for each and every claim <input type="text"/>
	The period following the end of the Service Period or earlier termination for which the <i>Service Provider</i> maintains insurance for claims made against it arising out of its failure to use the skill and care is	12 years <input type="text"/>

## X18: Limitation of liability

If Option X18 is used	The <i>Service Provider's</i> liability to the <i>Client</i> for indirect or consequential loss is limited to	N/A – see Option X18.2 <input type="text"/>
	If the <i>Service Provider</i> is liable for loss of or damage to any property owned or occupied by the <i>Client</i> , other than the Affected Property, the <i>Service Provider's</i> liability to the <i>Client</i> for loss of or damage to any property owned or occupied by the <i>Client</i> , other than the Affected Property, for any one event is limited to	£20,000,000 (twenty million pounds) <input type="text"/>
	If the <i>Service Provider</i> is liable for loss of or damage to the Affected Property, the <i>Service Provider's</i> liability to the <i>Client</i> for loss of or damage to the Affected Property for any one event is limited to	£20,000,000 (twenty million pounds) <input type="text"/>
	If Option X15 applies, the <i>Service Provider's</i> liability to the <i>Client</i> for any claims made during a Contract Year in respect of a failure to achieve the Contract Standard specified in clause X15.6 is limited to	£10,000,000 (ten million pounds) in the aggregate <input type="text"/>
	The <i>Service Provider's</i> total liability to the <i>Client</i> for all claims made by the <i>Client</i> in respect of matters arising under or in connection with the contract in each Contract Year, other than the excluded matters, is limited to	the greater of £5,000,000 (five million pounds) or 150% of the aggregate sums paid and properly invoiced and due under this contract during the applicable Contract Year excluding any deductions made by the <i>Client</i> in respect of any default by the <i>Service Provider</i> . <input type="text"/>
	The <i>end of liability date</i> is <input type="text" value="12"/> years after the end of the Service Period	

## X27: Project Orders

If Option X27 is used The period within which the *Service Provider* is to submit a Project Order programme for acceptance is

7 Working Days

## X28: Change of Control

If Option X28 is used The required financial position of the controller of the *Service Provider* is in

As per the requirements in clause Z24 (Financial Difficulties) of the *conditions of contract*.

The *ethical principles* of the *Client* are in

As per the Scope

## X29: Climate change

If Option X29 is used

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

6 months

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

If Y(UK)2 is used and the date on which the final payment becomes due is not fifteen weeks after the end of the Service Period The period is  weeks

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

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

If Option Y(UK)3 is used

term

beneficiary

The provisions of X18, Z18 Schedule 14 and 15. For the avoidance of doubt, for these purposes, X18 applies only to the beneficiaries for the purposes of Data Protection solely (and is limited to Z18 Schedule 14 and 15). The beneficiaries will not be able to enforce the liability provisions directly for any other matter. Schedule 14 shall only apply to the extent referred to in Schedule 15.

British Transport Police

<p>The provisions of X18, Z18 Schedule 14 and 15. For the avoidance of doubt, for these purposes, X18 applies only to the beneficiaries for the purposes of Data Protection solely (and is limited to Z18 Schedule 14 and 15). The beneficiaries will not be able to enforce the liability provisions directly for any other matter. Schedule 14 shall only apply to the extent referred to in Schedule 15.</p>	<p>High Speed Two (HS2) Limited</p>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

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

<p>term The provisions of Options Y(UK)1</p>	<p>beneficiary Named Suppliers</p>
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## Z: Additional conditions of contract

If Option Z is used

The *additional conditions of contract* are incorporated as Z clauses in the conditions of contract. The Contract Data for the Z clauses is set out below.

## Z3: Collateral Warranty Agreements

The *Service Provider* collateral warranties in the form contained in contract schedule 9 (Collateral Warranty Agreements) are provided in favour of:

Any landlords, tenants and any government bodies

The Subcontractor collateral warranties in the form contained in contract schedule 9 (Collateral Warranty Agreements) are provided in favour of:

The *Client*, any landlords, tenants and any government bodies

## Z18: Data Protection

See Schedule 14.

## Z24: Financial Difficulties

Rating Agencies and their standard Rating System

Dun and Bradstreet

Credit Ratings and  
Credit Rating  
Thresholds

Current Rating:

Entity	D&B® Failure Score® and PAYDEX® Score
Service Provider	70 and 50
Key Subcontractor	70 and 50

Calculation  
methodology for  
Financial Indicators

The *Service Provider* shall ensure that it uses the following general and specific methodologies for calculating the Financial Indicators against the Financial Target Thresholds:

**General methodology**

- 1 **Terminology:** The terms referred to in this Annex are those used by UK companies in their financial statements. Where the entity is not a UK company, the corresponding items should be used even if the terminology is slightly different (for example a charity would refer to a surplus or deficit rather than a profit or loss).
- 2 **Groups:** Where the entity is the holding company of a group and prepares consolidated financial statements, the consolidated figures should be used.
- 3 **Foreign currency conversion:** Figures denominated in foreign currencies should be converted at the exchange rate in force at the relevant date for which the Financial Indicator is being calculated.
- 4 **Treatment of non-underlying items:** Financial Indicators should be based on the figures in the financial statements before adjusting for non-underlying items.

**Specific Methodology**

Financial Indicator	Specific Methodology
1 Operating Margin	<p>The elements used to calculate the Operating Margin should be shown on the face of the Income Statement in a standard set of financial statements.</p> <p>Figures for Operating Profit and Revenue should exclude the entity's share of the results of any joint ventures or Associates.</p> <p>Where an entity has an operating loss (i.e. where the operating profit is negative), Operating Profit should be taken to be zero.</p>
2	<p><b>"Free Cash Flow"</b> = Net Cash Flow from Operating Activities – Capital Expenditure</p>

<p><b>Free Cash Flow to Net Debt Ratio</b></p>	<p><b>“Capital Expenditure” = Purchase of property, plant &amp; equipment + purchase of intangible assets</b></p> <p><b>“Net Debt” = Bank overdrafts + Loans and borrowings + Finance Leases + Deferred consideration payable – Cash and cash equivalents</b></p> <p>The majority of the elements used to calculate the Free Cash Flow to Net Debt Ratio should be shown on the face of the Statement of Cash Flows and the Balance Sheet in a standard set of financial statements.</p> <p><u>Net Cash Flow from Operating Activities</u>: This should be stated after deduction of interest and tax paid.</p> <p><u>Capital expenditure</u>: The elements of capital expenditure may be described slightly differently but will be found under ‘Cash flows from investing activities’ in the Statement of Cash Flows; they should be limited to the purchase of fixed assets (including intangible assets) for the business and exclude acquisitions. The figure should be shown gross without any deduction for any proceeds of sale of fixed assets.</p> <p><u>Net Debt</u>: The elements of Net Debt may also be described slightly differently and should be found either on the face of the Balance Sheet or in the relevant note to the financial statements. All interest bearing liabilities (other than retirement benefit obligations) should be treated as borrowings as should, where disclosed, any liabilities (less any assets) in respect of any hedges designated as linked to borrowings (but not non-designated hedges). Borrowings should also include balances owed to other group members.</p> <p>Deferred consideration payable should be included in Net Debt despite typically being non-interest bearing.</p> <p>Cash and cash equivalents should include short-term financial investments shown in current assets.</p> <p>Where Net debt is negative (i.e. an entity has net cash), the relevant Financial Target Threshold should be treated as having been met.</p> <p>OR</p> <p><b>“Net Debt” = Bank overdrafts + Loans and borrowings + Finance leases + Deferred consideration payable – Cash and cash equivalents</b></p> <p><b>“EBITDA” = Operating profit + Depreciation charge + Amortisation charge</b></p> <p>The majority of the elements used to calculate the Net Debt to EBITDA Ratio should be shown on the face of the Balance sheet, Income statement and Statement of Cash Flows in a standard set of financial statements but will otherwise be found in the notes to the financial statements.</p> <p><u>Net Debt</u>: The elements of Net Debt may be described slightly differently and should be found either on the face of the Balance Sheet or in the relevant note to the financial statements. All interest bearing liabilities (other than retirement benefit obligations) should be included as borrowings as should, where disclosed, any liabilities (less any assets) in respect of any hedges designated as linked to borrowings (but not non-designated hedges). Borrowings should also include balances owed to other group members.</p> <p>Deferred consideration payable should be included in Net Debt despite typically being non-interest bearing.</p>
<p><b>OR</b></p> <p><b>Net Debt to EBITDA Ratio</b></p>	

	<p>Cash and cash equivalents should include short-term financial investments shown in current assets.</p> <p>Where Net debt is negative (i.e. an entity has net cash), the relevant Financial Target Threshold should be treated as having been met.</p> <p><i>EBITDA</i>: Operating profit should be shown on the face of the Income Statement and, for the purposes of calculating this Financial Indicator, should include the entity's share of the results of any joint ventures or Associates. <i>The depreciation and amortisation charges for the period may be found on the face of the Statement of Cash Flows or in a Note to the Accounts. Where EBITDA is negative, the relevant Financial Target Threshold should be treated as not having been met (unless Net Debt is also negative, in which case the relevant Financial Target Threshold should be treated as having been met).</i></p>
<p><b>3</b></p> <p><b>Net Debt + Net Pension Deficit to EBITDA ratio</b></p>	<p><i>"Net Debt" = Bank overdrafts + Loans and borrowings + Finance leases + Deferred consideration payable – Cash and cash equivalents</i></p> <p><i>"Net Pension Deficit" = Retirement Benefit Obligations – Retirement Benefit Assets</i></p> <p><i>"EBITDA" = Operating profit + Depreciation charge + Amortisation charge</i></p> <p>The majority of the elements used to calculate the Net Debt + Net Pension Deficit to EBITDA Ratio should be shown on the face of the Balance sheet, Income statement and Statement of Cash Flows in a standard set of financial statements but will otherwise be found in the notes to the financial statements.</p> <p><i>Net Debt</i>: The elements of Net Debt may be described slightly differently and should be found either on the face of the Balance Sheet or in the relevant note to the financial statements. All interest bearing liabilities (other than retirement benefit obligations) should be included as borrowings as should, where disclosed, any liabilities (less any assets) in respect of any hedges designated as linked to borrowings (but <i>not</i> non-designated hedges). Borrowings should also include balances owed to other group members.</p> <p>Deferred consideration payable should be included in Net Debt despite typically being non-interest bearing.</p> <p>Cash and cash equivalents should include short-term financial investments shown in current assets.</p> <p><i>Net Pension Deficit</i>: Retirement Benefit Obligations and Retirement Benefit Assets may be shown on the face of the Balance Sheet or in the notes to the financial statements. They may also be described as pension benefits / obligations, post-employment obligations or other similar terms.</p> <p>Where 'Net Debt + Net Pension Deficit' is negative, the relevant Financial Target Threshold should be treated as having been met.</p> <p><i>EBITDA</i>: Operating profit should be shown on the face of the Income Statement and, for the purposes of calculating this Financial Indicator, should include the entity's share of the results of any joint ventures or Associates.</p> <p>The depreciation and amortisation charges for the period may be found on the face of the Statement of Cash Flows or in a Note to the Accounts.</p>

	<p>Where EBITDA is negative, the relevant Financial Target Threshold should be treated as not having been met (unless 'Net Debt + Net Pension Deficit' is also negative, in which case the relevant Financial Target Threshold should be regarded as having been met).</p>
<p><b>4</b> <b>Net Interest Paid Cover</b></p>	<p><b><i>“Earnings Before Interest and Tax” = Operating profit</i></b></p> <p><b><i>“Net Interest Paid” = Interest paid – Interest received</i></b></p> <p>Operating profit should be shown on the face of the Income Statement in a standard set of financial statements and, for the purposes of calculating this Financial Indicator, should include the entity’s share of the results of any joint ventures or Associates.</p> <p>Interest received and interest paid should be shown on the face of the Cash Flow statement.</p> <p>Where Net interest paid is negative (i.e. the entity has net interest received), the relevant Financial Target Threshold should be treated as having been met.</p>
<p><b>5</b> <b>Acid Ratio</b></p>	<p>All elements that are used to calculate the Acid Ratio are available on the face of the Balance Sheet in a standard set of financial statements.</p>
<p><b>6</b> <b>Net Asset value</b></p>	<p>Net Assets are shown (but sometimes not labelled) on the face of the Balance Sheet of a standard set of financial statements. Net Assets are sometimes called net worth or ‘Shareholders’ Funds’. They represent the net assets available to the shareholders. Where an entity has a majority interest in another entity in which there are also minority or non-controlling interests (i.e. where it has a subsidiary partially owned by outside investors), Net Assets should be taken inclusive of minority or non-controlling interests (as if the entity owned 100% of such entity).</p>
<p><b>7</b> <b>Group Exposure Ratio</b></p>	<p><b><i>“Group Exposure” = Balances owed by Group Undertakings + Contingent liabilities assumed in support of Group Undertakings</i></b></p> <p><b><i>“Gross Assets” = Fixed Assets + Current Assets</i></b></p> <p><u>Group Exposure</u>: Balances owed by (ie receivable from) Group Undertakings are shown within Fixed assets or Current assets either on the face of the Balance Sheet or in the relevant notes to the financial statements. In many cases there may be no such balances, in particular where an entity is not a member of a group or is itself the ultimate holding company of the group.</p> <p>Contingent liabilities assumed in support of Group Undertakings are shown in the Contingent Liabilities note in a standard set of financial statements. They include guarantees and security given in support of the borrowings of other group companies, often as part of group borrowing arrangements. Where the contingent liabilities are capped, the capped figure should be taken as their value. Where no cap or maximum is specified, the relevant Financial Target Threshold should automatically be regarded as not having been met.</p> <p>In many cases an entity may not have assumed any contingent liabilities in support of Group Undertakings, in particular where an entity is not a member of a group or is itself the ultimate holding company of the group.</p> <p><u>Gross Assets</u>: Both Fixed assets and Current assets are shown on the face of the Balance Sheet</p>

