**CONTRACT DATA**

**Professional Services Contract**

**Development of the Carfax Site, Winchester**

**CONTRACT DATA**

**Part one – Data provided by the *Employer***

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| --- | --- | --- | --- |
| **Statements given in all contracts** |  | | |
| 1. General | * The conditions of contract are the core clauses and the clauses for main Option A, dispute resolution Option W2 and secondary Options [X4, X8, X9, X12, Y(UK)2, Y(UK)3] and Z of the NEC3 Professional Services Contract April 2013. | | |
|  | * The *Employer* is   Name Winchester City Council  Address City Offices, Colebrook Street, Winchester, Hants, SO23 9LJ | | |
|  | * The *Adjudicator* is   Name Appointed in accordance with Option W2  Address Not applicable | | |
|  | * The *services* are   contained in the Scope. | | |
|  |  | | |
|  | * The Scope is in the schedules attached to this contract. | | |
|  | * The *language of this contract* is English. | | |
|  | * The *law of the contract* is the law of England and Wales, subject to the jurisdiction of the Courts of England and Wales. | | |
|  | * The *period for reply* is 2 (two) weeks. | | |
|  | * The *period for retention* is 12 years following Completion or earlier termination. | | |
|  | * The *Adjudicator nominating body* is the President of the [Royal Institute of British Architects]. | | |
|  | * The *tribunal* is litigation. | | |
|  | * The following matters will be included in the Risk Register.   …………………………………………………………………………………………..  …………………………………………………………………………………………..  OR  Matters already identified have been listed in the Risk Register attached to this contract.  OR  There are no matters included in the Risk Register. | | |
| 2. The Parties’ main responsibilities | * The *Employer* provides access to the following persons, places and things  |  |  | | --- | --- | | access to | *access date* | | ………………………………………… | ………………………………………… | | ………………………………………… | ………………………………………… | | ………………………………………… | ………………………………………… | | ………………………………………… | ………………………………………… | | | |
|  |  | | |
| 3. Time | * The *starting date* is …………... | | |
|  | * The *Consultant* submits revised programmes at intervals no longer than 4 (four) weeks | | |
| 4. Quality | * The quality policy document and quality plan are provided within 4 (four) weeks of the Contract Date. | | |
|  | * The *defects date* is 52 (fifty two) weeks after Completion of the whole of the *services*. | | |
| 5. Payment | * The *assessment interval* is monthly. | | |
|  | * The currency of this contract is the GBP £ sterling | | |
|  | * The *interest rate* is 5% per annum (not less than 2) above the base rate from time to time at the Bank of England | | |
| 8. Risks and insurance | * The amount of insurance and the periods for which the *Consultant* maintains insurance are  |  |  |  | | --- | --- | --- | | **event** | **cover** | **period following Completion of the whole of the *services* or earlier termination** | | failure of the *Consultant* to use the skill and care normally used by professionals providing services similar to the *services* | £10,000,000 (ten million pounds)  in respect of each claim, without limit to the number of claims | 12 years | | death of or bodily injury to a person (not an employee of the *Consultant*) or loss of or damage to property resulting from an action or failure to take action by the *Consultant* | £10,000,000 (ten million pounds)  in respect of each claim, without limit to the number of claims | 12 years | | death of or bodily injury to employees of the *Consultant* arising out of and in the course of their employment in connection with this contract | £10,000,000 (ten million pounds)  in respect of each claim, without limit to the number of claims | 12 years | | | |
|  | * The *Employer* provides the following insurances   None | | |
|  | * The *Consultant’s* total liability to the *Employer* for all matters arising under or in connection with this contract, other than the excluded matters, is limited to   n/a | | |
| **Optional statements** | **If the *Employer* has decided the *completion date* for the whole of the *services*** | | |
|  | * The *completion date* for the whole of the *services* is …………………………… | | |
|  | **If no programme is identified in part two of the Contract Data** | | |
|  | * The *Consultant* is tosubmit a first programme for acceptance within 4 (four) weeks of the Contract Date. | | |
|  | **If the *Employer* has identified work which is to meet a stated condition by a *key date*** | | |
|  | * The *key dates* and *conditions* to be met are  |  |  | | --- | --- | | *condition* to be met | *key date* | | 1 …………………………………… | ………………………………………… | | 2 …………………………………… | ………………………………………… | | 3 …………………………………… | ………………………………………… | | | |
|  | **If Y(UK)2 is used and the final date for payment is not 14 days after the date when payment is due.** | | |
|  | * The period for payment is 21 days | | |
|  | **If the *Employer* states any *expenses*** | | |
|  | * The *expenses* stated by the *Employer* are  |  |  | | --- | --- | | item | amount | | ………………………………………… | ………………………………………… | | ………………………………………… | ………………………………………… | | ………………………………………… | ………………………………………… | | | |
|  |  | | |
|  | **If there are additional *Employer’s* risks** | | |
|  | * These are additional *Employer’s* risks   ………………………………………………………………………………………….. | | |
|  | * The *Consultant* prepares forecasts of the total *expenses* at intervals no longer than … weeks | |
|  | **If Option X8 is used** | |
|  | * The *collateral warranty agreements* are contained in the Scope.  |  |  | | --- | --- | |  |  | | |
|  | **If Option Y(UK)3 is used** | |
|  | * term | person or organisation |
|  | There are no terms, persons or organisations stated in this Contract Data. |  |
|  | **If Option Z is used** | | |
|  | * The *additional conditions of contract* are in the schedules attached to this contract | | |

**CONTRACT DATA**

**Part two – Data provided by the *Consultant***

|  |  |  |
| --- | --- | --- |
| **Statements given in all contracts** | * The *Consultant* is   Name [to add]  Address [to add]        Tel [to add]  Fax [to add] | |
|  | * The *key persons* are   (1) Name [to add]  Job  Responsibilities  Qualifications  Experience  (2) Name  Job  Responsibilities  Qualifications  Experience  (3) Name  Job  Responsibilities  Qualifications  Experience | |
|  | * The *staff rates* are  |  |  | | --- | --- | | name/designation | rate | | ……………………………………… | ………………………………………… | | ……………………………………… | ………………………………………… | | |
|  | * The following matters will be included in the Risk Register   …………………………………………………………………………………………..  …………………………………………………………………………………………..  OR  Matters already identified have been listed in the Risk Register attached to this contract.  OR  There are no matters included in the Risk Register. | |
| **Optional statements** | **If the *Consultant* is to decide the *completion date* for the whole of the *services*** | |
|  | * The *completion date* for the whole of the *services* is ……………………………… | |
|  | **If a programme is identified in the Contract Data** | |
|  | * The programme identified in the Contract Data is | |
|  | **If the *Consultant* states any *expenses*** | |
|  | * The *expenses* stated by the *Consultant* are  |  |  | | --- | --- | | item | amount | | ……………………………………… | ………………………………………… | | ……………………………………… | ………………………………………… | | |
|  | **If the *Consultant* requires additional access** | |
|  | * The *Employer* provides access to the following persons, places and things  |  |  | | --- | --- | | access to | *access date* | | ……………………………………… | ………………………………………… | | ……………………………………… | ………………………………………… | | |
|  | **If Option A or C is used** |
|  | * The *activity schedule* is in the schedules attached to this contract. * The tendered total of the Prices is ……………………………………. |
|  |  | |