**CONTRACT DATA**

**Professional Services Contract**

**Development of the Carfax Site, Winchester**

**CONTRACT DATA**

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

|  |  |
| --- | --- |
| **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 CouncilAddress City Offices, Colebrook Street, Winchester, Hants, SO23 9LJ  |
|  | * The *Adjudicator* is

Name Appointed in accordance with Option W2Address 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.

…………………………………………………………………………………………..…………………………………………………………………………………………..ORMatters already identified have been listed in the Risk Register attached to this contract.ORThere 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

…………………………………………………………………………………………..…………………………………………………………………………………………..ORMatters already identified have been listed in the Risk Register attached to this contract.ORThere 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 …………………………………….
 |
|  |  |