

8 Indemnity, insurance and liability

- The amounts of insurance and the periods for which the *Consultant* maintains insurance are

event	cover	period following Completion of the whole of the <i>services</i> or earlier termination
Failure of the Consultant to use the skill and care normally used by professionals providing services similar to the <i>services</i> .	£10,000,000 In respect of each claim, without limit to the number of claims.	12 months
Death or bodily injury to a person (not an employee of the consultant) or loss or damage to property resulting from an action or failure to take action by the Consultant	£10,000,000 In respect of each claim, without limit to the number of claims	
Death or bodily injury to employees of the Consultant arising out of and in the course of their employment in connection with this contract	£1,000,000 In respect of each claim, without limit to the numbers of claims	

- 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 **£25,000,000**

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 . **31.12.2020**

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

- The *Consultant* is to submit a first programme for acceptance within **4** 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 *N/A* *key date* *N/A*

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 Y(UK)2 has been used

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 no more than 30 Days

If the *Employer* states any *expenses*

- The *expenses* stated by the *Employer* are
item amount
N/A N/A

If the *tribunal* is arbitration

- The *arbitration procedure* is
RICS arbitration procedure currently in place
- The place where arbitration is to be held is
London, England
- The person or organisation who will choose an arbitrator
 - if the Parties cannot agree a choice or
 - if the *arbitration procedure* does not state who selects an arbitrator is
President of the RICS

If this contract is a subcontract and the main contract provides for joint adjudication of disputes

- The main contract Adjudicator is **N/A**

If Option A is used

- The *Consultant* prepares forecasts of the total *expenses* at intervals no longer than 4 weeks.

If Option X18 is used

- The *Consultant's* liability to the *Employer* for indirect or consequential loss is limited to £15m
- The *Consultant's* liability to the *Employer* for Defects that are not found until after the *defects date* is limited to.
- The *end of liability date* is **12** years after Completion of the whole of the *services*.

If Option Z is used

- The *additional conditions of contract* are

Z.1 Freedom of Information Act and the Environmental Information Regulations

The Supplier shall provide all assistance to enable MRC and/or its clients to comply with any request received under the Freedom of Information Act 2000 and/or the Environmental Information Regulations should either be applicable to the UK SBS.

In no event shall the Supplier or its Subcontractors respond directly to a Request for Information unless expressly authorized to do so by the UK SBS.

Z.2 Transparency

Z.2.1 In order to comply with the Government's policy on transparency in the areas of procurement and contracts the Supplier agrees that the Contract and the sourcing documents issued by MRC which led to its creation will be published by MRC on a designated web site.

Z.2.2 The entire Contract and all the sourcing documents issued by MRC will be published on the designated web site save where to do so would disclose information the disclosure of which would:

Z.2.3 Contravene a binding confidentiality undertaking that protects information which BIES, at the time when it considers disclosure, reasonably considers to be confidential to the Supplier;

Z.2.4 Be contrary to regulation 21 of the Public Contracts Regulations 2015; or

Z.2.5 in the reasonable opinion of MRC be prevented by virtue of one or more of the exemptions in the FOIA or one or more of the exceptions in the Environmental Information Regulation (EIR).

Z.2.6 If any of the situations in (i),(ii),(iii) apply the Supplier consents to the Contract or sourcing documents being redacted by MRC to the extent necessary to remove or obscure the relevant material and being published on the designated website subject to those redactions.

Z.2.7 In this entire clause the expression "sourcing documents" means the advertisement issued by MRC seeking expressions of interest, any pre-qualification questionnaire stage and the invitation to tender.

Z.3 Termination

Z.3.1 MRC may terminate the Contract by written notice to the Supplier in any of the following circumstances:

Z.3.2 Where it considers that the Contract has been subject to a substantial modification which would have required a new procurement procedure in accordance with Regulation 72(9) of the Public Contracts Regulations 2015 ("PCR 2015");

Z.3.4 Where it considers that the Supplier has at the time of the award of the Contract been in one of the situations referred to in Regulation 57(1) of the PCR 2015, including as a result of the application of regulation 57(2), and should therefore have been excluded from the procurement procedure;

Z.3.5 Where the Contract should not have been awarded to the Supplier in view of a serious infringement of the obligations under the EU Treaties and Directive 2014/24/EU of the European Parliament and of the Council that has been declared by the Court of Justice of the European Union in a procedure under Article 258 of the TFEU;

Z.3.5 Where the European Commission sends a reasoned opinion to the United Kingdom or brings the matter before the Court of Justice of the European Union under Article 258 of the TFEU alleging that the Contract should not have been awarded to the Supplier in view of a serious infringement of the obligations under the Treaties and Directive 2014/24/EU of the European Parliament and of the Council; or

Z.3.6 Where a third party starts court proceedings against MRC seeking a declaration that the Contract is ineffective or should be shortened under Regulations 98 to 101 of the PCR 2015, which the MRC considers have a reasonable prospect of success.

Z.3.7 The MRC is entitled to terminate this contract at any time for any reason with a notice period of 4 weeks. This termination will not make the MRC liable for any losses the consultant suffers as a consequence of this termination.

Such termination shall be effective immediately or at such later date as is specified in the notice. MRC shall not incur any liability to the Supplier by reason of such termination and shall not be required to pay any costs, losses or damage to the Supplier. Termination under this clause shall be without prejudice to any other rights of the UK SBS. Clause 4

Part two – Data provided by the *Consultant*

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

Statements given in all contracts

- The *Consultant* is
 - Name
 - Address
 -
 -
- The *key people* are
 - (1) Name
 - Job
 - Responsibilities
 - Qualifications
 - Experience
 - (2) Name
 - Job
 - Responsibilities
 - Qualifications
 - Experience
- The *staff rates* are

name/designation	rate
.....
.....
- The following matters will be 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 to be 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
- The tendered total of the Prices is