

**Crown Commercial Service**

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**CONSTRUCTION PROFESSIONAL SERVICES FRAMEWORK SCHEDULE 5**

**TEMPLATE CALL OFF AGREEMENT (INCORPORATING THE NEC4 PROFESSIONAL SERVICES  
CONTRACT JUNE 2017 (INCLUDING AMENDMENTS ISSUED JANUARY 2019 AND OCTOBER 2020)  
AND CONTRACT DATA**

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Date 04/09/2024

**FORM OF AGREEMENT**

**Incorporating the NEC4 Professional Services Contract June 2017 incorporating amendments  
January 2019 and October 2020**

**Between**

***Maritime & Coastguard Agency***

**And**

***Faithful+Gould Limited***

**For the provision of**

***A Managing Agent supported by a wider team to represent the Client's interests at the  
International Maritime Organization Headquarters Building, Albert Embankment, London.  
Multidisciplinary Services is required for this task, which will also include oversight of major repairs  
from survey/feasibility through to practical completion.***

**THIS AGREEMENT is made on the 4<sup>th</sup> of September 2023**

**PARTIES:**

1. **MARITIME & COASTGUARD AGENCY (MCA)** whose registered office is at Spring Place, 105 Commercial Road, Southampton, SO15 1EG (the "**Client**"); and
2. **FAITHFUL+GOULD LIMITED** which is a company incorporated in and in accordance with the laws of **England and Wales** (Company No. **2236832** whose registered office address is at Woodcote Grove, Ashley Road, Epsom, Surrey, KT18 5BW (the "**Consultant**").

**BACKGROUND**

- (A) The Minister for the Cabinet Office (the "**Cabinet Office**") as represented by Crown Commercial Service, a trading fund of the Cabinet Office, without separate legal personality (the "**Authority**"), established a framework for construction professional services for the benefit of public sector bodies.
- (B) The *Consultant* was appointed to the framework and executed the framework agreement (with reference number RM6165) which is dated 03.11.2021 (the "**Framework Agreement**"). In the Framework Agreement, the Consultant is identified as the "Supplier".
- (C) On the 12<sup>th</sup> of June 2023 the "*Client*", acting as part of the Crown, and in the Framework Agreement is identified as a "*Contracting Authority*" invited the "*Consultant*" to 'tender' for the "*Client*" construction professional team services requirements in accordance with the Call-Off Procedure (as defined in the Framework Agreement).
- (D) The *Consultant* has agreed to Provide the Services in accordance with this agreement and the Framework Agreement.

**IT IS AGREED AS FOLLOWS:**

1. The *Client* will pay the *Consultant* the amount due and carry out his duties in accordance with the *conditions of contract* identified in the Contract Data and the Contract Schedules.
2. The *Consultant* will Provide the Service in accordance with the *conditions of contract* identified in the Contract Data and the Contract Schedules.
3. This contract incorporates the conditions of contract in the form of the NEC4 Professional Services Contract June 2017 Edition incorporating amendments January 2019 and October 2020 and incorporating the following Options:  
Main Option A  
W2  
Options: X18 and  
Options Y(UK)2 and Y(UK)3  
which together with the *additional conditions of contract* specified in Option Z, and the amendments specified in Option Z, form this contract together with the documents referred to in it. References in the NEC4 Professional Services Contract June 2017 Edition incorporating amendments January 2019 and October 2020 to "the contract" are references to this contract.

4. This contract including any appendices and the Framework Agreement is the entire agreement between the parties in relation to the *service* and supersedes and extinguishes all prior arrangements, understandings, agreements, statements, representations or warranties (whether written or oral) relating thereto.
5. Neither party has been given, nor entered into this contract in reliance on any arrangements, understandings, agreements, statements, representations or warranties other than those expressly set out in this agreement.
6. Nothing in clauses 4 or 5 shall exclude liability in respect of misrepresentations made fraudulently.

# Professional Services Contract

## Contract Data

### Part one – Data provided by the *Client*

- 1 General** The *conditions of contract* are the core clauses and the clauses for the following main Option A, dispute resolution Option W2 and secondary Options X18, Y(UK)2, Y(UK)3 and Z of the NEC4 Professional Services Contract June 2017 incorporating amendments January 2019 and October 2020.

The *service* is Managing Agent to the IMO

The *Client* is Maritime & Coastguard Agency

*Address for communications*

105 Commercial Road, Southampton, SO15 1EG

*Address for electronic communications* [internationalliaison@mcga.gov.uk](mailto:internationalliaison@mcga.gov.uk)  
& [contracts@mcga.gov.uk](mailto:contracts@mcga.gov.uk)

The *Service Manager* is **Redacted under FOIA No 40 – Personal Information**

*Address for communications*

Bay 2/29, UK International Liaison, Maritime & Coastguard Agency, 105 Commercial Road, Southampton, SO15 1EG

*Address for electronic communications*

**Redacted under FOIA No 40 – Personal Information**

**Redacted under FOIA No 40 – Personal Information**

The *Scope* is in Attachment 3 – Statement of Requirements.

The *language of the contract* is English.

*The law of the contract* is the law of England and Wales and the Courts of the country selected above, shall have exclusive jurisdiction with regard to any dispute in connection with this Agreement and the Parties irrevocably agree to submit to the jurisdiction of those courts.

Where legislation is expressly mentioned in this Call-Off Contract the legislation of the country selected here, shall have the effect of substituting the equivalent country's legislation.

If Option Y(UK)2 is said to apply then notwithstanding that this contract relates to the carrying out of construction operations other than in England or Wales or Scotland, the Act is deemed to apply to this contract.

The *period for reply* is two weeks.

The *period for reply* for Early Warnings is 7 Days

If periods other than 2 weeks are required for certain communications please refer to the Statement of Requirements and KPIs.

The *period for retention* is 6 years following Completion or earlier termination.

## 2 The Consultant's main responsibilities

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

The *key dates* and *conditions* to be met are

*condition* to be met

*key date*

Statement to confirm the Consultant can fulfil this new appointment with the knowledge and documentation in their possession.

30 days of appointment

Draft Exit Plan

30 days of Appointment

Project and Risk Management to include Supervision during construction services

Up to Contract-End-Date

Cost Consultant Services

Up to Contract-End-Date

Design and Technical Review

Up to Contract-End-Date

General Requirements

Up to Contract-End-Date

If Option A is used

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

## 3 Time *The starting date* is 22 November 2023.

The *Client* provides access to the following persons, places and things

- access to *access date*
- 4 Albert Embankment, London, SE1 7SR on appointment and as required

The *Consultant* submits revised programmes at intervals no longer than one month or as otherwise directed by the Client.

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

The *completion date* for the whole of the *service* is 21 November 2026

If no programme is identified in part

The period after the Contract Date within which the *Consultant* is to submit a first programme for acceptance is 2 weeks (14 calendar days).

## two of the Contract Data

### 4 Quality Management

The period after the Contract Date within which the *Consultant* is to submit a quality policy statement and quality plan is N/A.

The period between Completion of the whole of the *service* and the *defects date* is 6 years.

### 5 Payment

The *currency of the contract* is the pound sterling (£).

The *assessment interval* is monthly.

The *interest rate* is, 3% per annum above the Bank of England base rate in force from time to time.

### 6 Compensation Events

These are the Compensation Events:

Changes to the Scope caused by instructions from the Service Manager to resolve an ambiguity or inconsistency in or between the documents which are part of the contract. This compensation event shall be assessed as if the Prices, the Completion Date and the Key Dates were for the interpretation most favourable to the Party which did not provide the Scope.

### 8 Liability and insurance

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

| event   | cover  | Period   |
|---|--|--|
| The <i>Consultant's</i> failure to use the skill and care normally used by professionals providing services similar to the <i>service</i> | <b>Redacted under FOI Regulation No 43 – Commercial Interests</b> in the aggregate. Except for claims arising out of asbestos and fire safety/cladding claims where the minimum cover is <b>Redacted under FOI Regulation No 43 – Commercial Interests</b> in the aggregate. | from the <i>starting date</i> until 6 years following completion of the whole of the <i>service</i> or earlier termination |



|   |                                       |   |
|---|---------------------------------------|---|
| loss of or damage to property or death of or bodily injury to a person (not an employee of the <i>Consultant</i> ) arising from or in connection with the <i>Consultant</i> Providing the Service | As required under Framework Agreement | from the <i>starting date</i> until all notified Defects have been corrected or earlier termination |
| death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with this contract   | As required under Framework Agreement | from the <i>starting date</i> until all notified Defects have been corrected or earlier termination |

The Consultant's total liability to the Client for all matters arising under or in connection with the contract, other than the excluded matters is limited to:  
**Redacted under FOI Regulation No 43 – Commercial Interests**  
in the aggregate.

## Resolving and avoiding disputes

The *tribunal* is Arbitration.

### If the *tribunal* is arbitration

The *arbitration procedure* is the London Court of International Arbitration Rules;

The place where arbitration is to be held is Determined by the Chartered Institute of Arbitrators

The person or organisation who will choose the arbitrator if the parties cannot agree a choice or if the *arbitration procedure* does not state who selects and arbitrator is: Chartered Institute of Arbitrators

The *Representatives* of the *Client* are

**Redacted under FOIA No 40 – Personal Information**

*Address for communications* Maritime & Coastguard Agency, 105  
Commercial Road, Southampton, SO15 1EG

*Address for electronic communications* **Redacted under FOIA No 40 –  
Personal Information**

**Redacted under FOIA No 40 – Personal Information**

*Address for communications* Maritime & Coastguard Agency, 105  
Commercial Road, Southampton, SO15 1EG

*Address for electronic communications* **Redacted under FOIA No 40 –  
Personal Information**

The *Senior Representatives* of the *Client* are

**Redacted under FOIA No 40 – Personal Information**

*Address for communications* Maritime & Coastguard Agency, 105  
Commercial Road, Southampton, SO15 1EG

*Address for electronic communications* **Redacted under FOIA No 40 –  
Personal Information**

**Redacted under FOIA No 40 – Personal Information**

*Address for communications* Maritime & Coastguard Agency, 105  
Commercial Road, Southampton, SO15 1EG

*Address for electronic communications* **Redacted under FOIA No 40 –  
Personal Information**

The *Adjudicator* is the person agreed by the Parties from the list of  
*Adjudicators* published by the Institution of Civil Engineers or nominated by  
the *Adjudicator nominating body* in the absence of agreement.

*Address for communications* 12 Bloomsbury Square, London, WC1A  
2LP, UK

*Address for electronic communications* [das@ciarb.org](mailto:das@ciarb.org)

The *Adjudicator nominating body* is the *Chartered Institute of Arbitrators*

**Option X18**    **If Option X18 is used**  
**Limitation of liability**

The Consultant's liability to the Client for indirect or consequential loss is limited to **Redacted under FOI Regulation No 43 – Commercial Interests** in the aggregate.

The Consultant's liability to the Client for Defects that are not found until after the defects date is limited to **Redacted under FOI Regulation No 43 – Commercial Interests** in the aggregate.

The *end of liability* date is 6 years after Completion of the whole of the service.

**Option Y(UK)2 The**    **If Y(UK)2 is used**  
**Housing Grants,**  
**Construction and**  
**Regeneration Act**

**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 28 days after the date on which a payment becomes due

**Option Z**    *The additional conditions of contract are:*

**Contract Data**    *The additional conditions of contract are as selected below and as relating to Z clauses detailed in the appended Standard Boilerplate Amendments.*

**Option Z2**    **Identified and defined terms**  
applies

**Option Z4**    **Admittance to Client's Premises**  
applies

**Option Z5**    **Prevention of fraud and bribery**  
applies

**Option Z6**    **Equality and diversity**  
applies

**Option Z7**    **Legislation and Official Secrets**  
does not apply

- Option Z8 Conflict of interest**  
applies
- Option Z9 Publicity and Branding**  
applies
- Option Z10 Freedom of information**  
applies
- Option Z13 Confidentiality and Information Sharing**  
applies
- Option Z14 Security Requirements**  
applies
- Option Z16 Tax Compliance**  
does not apply
- Option Z22 Fair payment**  
applies
- Option Z42 The Housing Grants, Construction and Regeneration Act 1996**  
applies
- Option Z44 Intellectual Property Rights**  
applies
- Option Z45 HMRC Requirements**  
does not apply
- Option Z46 MoD DEFCON Requirements**  
does not apply
- Option Z47 Small and Medium Sized Enterprises (SMEs)**  
applies
- Option Z48 Apprenticeships**  
applies
- Option Z49 Change of Control**  
does not apply
- Option Z50 Financial Standing**  
applies

**Option Z51 Financial Distress**

applies

**Option Z52 Records, audit access and open book data**

does not apply

**Option Z100 Data Protection**

does not apply

**Option Z101 Cyber Essentials**

does not apply

**Option Z102 F+G Requested Amendments (Asbestos)**

The Parties acknowledge and agree that the Services exclude and the Consultant has no obligations under this Agreement or otherwise in relation to Asbestos Matters. In this Agreement, "Asbestos Matters" means all matters in relation to asbestos howsoever arising including but not limited to assessment or review of any assessment of whether asbestos is present or is likely to be present in any premises, use, removal, management of risk, management or containment of or interface with asbestos that is or likely to be present in any premises, preparation or evaluation of action plans or systems for managing asbestos risk, repair, notification of work with asbestos, prevention or reduction of exposure, implementation control measures, or maintenance of control measures. The Client acknowledges and agrees that all duties, obligations and risks howsoever arising in relation to Asbestos Matters remain with the Client and the Client shall take reasonable steps to insure against or otherwise address such risks.

**Option Z103 F+G Requested Amendments (General)**

Amend clause 11.2(6) to read: "A Defect is part of the service which is not in accordance with ~~the Scope or the applicable law~~ **Consultant's obligations under this contract.**"

Add clause to the end of clause 22.3: "**The Service Manager acts reasonably in deciding whether or not the work meets the Condition stated for a Key Date by the date stated and in assessing any additional costs which result.**"

Insert new clause 25.2: "**The Client may assign the benefit of and its rights under this contract on up to two occasions only. Any assignment by the Client is subject to the written consent of the Consultant (not to be unreasonably withheld or delayed).**"

Amend clause 30.1 to read: The Consultant does not start work until the starting date and does the work so that Completion is on or before the Completion Date, **subject always to conditions beyond the Consultant's control.**

Amend clause 30.3 to read: **Subject always to conditions beyond the Consultant's control**, the Consultant does the work so that the Condition stated for each Key Date is met by the Key Date."

Insert new clause 64.5: **"If the Service Manager instructs the Consultant to provide additional services as a result of a compensation event or potential compensation event before the compensation event or potential compensation event is implemented, the Client pays the Consultant on a time charge basis using the competitively tendered rates included within the Table of Rates unless the Service Manager and Consultant agree otherwise."**

Add clause to the end of clause 70.1: **"The Consultant is not liable for any use of material by the Client for any purpose other than that for which the material was prepared"**.

Amend the first bullet point in clause 81.1 to read: "Claims and proceedings from Others and compensation and costs payable to Others which ~~arise from or in connection with the Consultant Providing the Works~~ **are due to negligence, breach of statutory duty or interference with any legal right by the Consultant**".

Amend the 3rd bullet point of clause 87.1, excluded matters, to read: An infringement by the Consultant of the **intellectual property** rights of Others.

Delete the 4th bullet point of clause 87.1, excluded matters.

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

### 1 Statements given in all contracts

The *Consultant* is Faithful+Gould Limited

*Address for communications* Nova North, 11 Bressenden Place,  
Westminster, London SW1E 5BY

*Address for electronic communications* **Redacted under FOIA No 40 –  
Personal Information**

The *fee percentage* is **Not used**

The *key persons* are

- Name **Redacted under FOIA No 40 – Personal Information**

Job Director and Contract Manager

Responsibilities Director of Contract for DfT for escalation and  
accountability.

Experience 16 years

Name **Redacted under FOIA No 40 – Personal Information**

Job Regional Director and Named Managing Agent

Responsibilities Lead Managing Agent, chair to the monthly Managing  
Agent meeting, oversee and manage delivery of task 1-11 as defined  
within the Statement of Requirements, delivery quality and governance.

Experience 13 years

- Name **Redacted under FOIA No 40 – Personal Information**

Job Managing Building Surveyor (and Principal Support to Managing  
Agent)

Responsibilities Project delivery, resource and supply chain  
management, support to Simon Guild.

Experience 9 years

- Name **Redacted under FOIA No 40 – Personal Information**

Job Senior Consultant – Strategic Asset Management

Responsibilities Annual review of tenant performing obligations, annual  
forward works plan, ad-hoc asset management works.

Experience 30 years

- Name **Redacted under FOIA No 40 – Personal Information**

Job Senior Consultant – Strategic Asset Management

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Responsibilities Annual review of tenant performing obligations, annual forward works plan, ad-hoc asset management works.

Experience 34 years

The following matters will be included in the Early Warning Register

No risks identified.

## **2 The *Consultant's* main responsibilities**

**If the *Consultant* is to provide the Scope** The Scope provided by the *Consultant* is in the Statement of Requirements (Appendix B) as per itt\_1583 – IMO Managing Agent

## **3 Time**

**If a programme is to be identified in the Contract Data** The programme identified in the Contract Data is identified within the latest Accepted Programme

**If the *Consultant* is to decide the completion date for the whole of the service** The *completion date* for the whole of the *service* is 22 November 2026

## **5 Payment**

**If the *Consultant* states any expenses** The *expenses* stated by the *Consultant* are

|            |            |
|------------|------------|
| • Not used | • Not used |
|------------|------------|

**If Option A or C is used** The *activity schedule* is included within the table of rates entitled “Pricing Document - IMO Managing Agency”. This is outlined in Appendix B – Activity Schedule International Maritime Organization (IMO) Managing Agent

The tendered total of the Prices is £808,200.00

**Resolving and avoiding disputes** The *Representatives* of the *Consultant* are

***Redacted under FOIA No 40 – Personal Information***

*Address for communications Nova North, 11 Bressenden Place, Westminster, London SW1E 5BY*



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Address for electronic communications **Redacted under FOIA No 40 – Personal Information**

**Redacted under FOIA No 40 – Personal Information**

Address for communications Nova North, 11 Bressenden Place,  
Westminster, London SW1E 5BY

Address for electronic communications **Redacted under FOIA No 40 – Personal Information**

The Senior Representatives of the Consultant are

**Redacted under FOIA No 40 – Personal Information**

Address for communications Nova North, 11 Bressenden Place,  
Westminster, London SW1E 5BY

Address for electronic communications **Redacted under FOIA No 40 – Personal Information**

Not used

Address for communications Not used

Address for electronic communications Not used

Option X10 Information modelling  
**Not used**

If an **information execution plan** is to be identified in the Contract Data The Information Execution Plan identified in the Contract Data is Not used

Option Y(UK)1 Project bank account  
**Not used**

The *project bank* is **Not used**  
*named suppliers* are **Not used**

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**Data for the  
Schedule of Cost  
Components (used  
only with Options A  
and C)**

The *overhead percentages* for the cost of support people and office overhead are

location

*overhead percentage*

**Not used**

**Not used**

**Data for the  
Schedule of Cost  
Components (used  
only with Option A)**

The *people rates* are:

Category of person

Unit

Rate

**Not used**

**Not used**

**Not used**

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## Appendix A – MCA Statement of Requirements

As per the “*Client*” Statement of Requirements set out in itt\_1583 – IMO Managing Agent published on the 12<sup>th</sup> of June 2023.



Attachment 3 -  
Statement of Requirer

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**Appendix B – Activity Schedule – International Maritime Organization (IMO) Managing Agent**

*Redacted under FOI Regulation No 43 – Commercial Interests*

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## **Appendix C – Faithful+Gould Tender Response**

As per the “Consultant” Tender Response to each of the Qualification Responses (including all supporting information/and documentation) & Technical Responses in scope of Resources & Capability (2.1.1 to 2.1.3), Understanding of the Requirement (2.2.1), Quality Management (2.3.1), Supply Chain Management (2.4.1) & Social Value (2.5.1) in scope of reference itt\_1583 – IMO Managing Agent dated 12/07/2023.