

Short Contract

A contract between **Natural Environment Research Council, National
Oceanography Centre, University of Southampton Waterfront
Campus, European Way, Southampton SO14 3ZH**

and **...ILECS Ltd., Tops'L House, High Street, Mistley, Mannigntree,
Essex CO11 1HB**
.....

for **FM17103 Lift Refurbishment Project Consultancy Services.**

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Notes about this contract are printed in boxes like this one or in [parenthesis like this]. They are not part of the contract.

Contract Data

The Client is

Name National Oceanography Centre

Address European Way Southampton SO14 3ZH

Telephone REDACTED

E-mail address REDACTED

The services are Lift Consultancy and Principal Designer Services

The starting date is .. 7-8-17.....

The completion date is .. 30-3-18

The delay damages for late

Completion are per week.

The law of the contract is ..English.....

The period for reply is 2..... weeks.

The defects date is 1 weeks after Completion.

The assessment day is the 1st of each month.

Work is to be carried out on a
time charge basis

Retention 2.5% - 1.5% held for three months and the final 1% released after 12 months.

If the period for payment is not
four weeks

The period for payment is weeks.

The interest rate
on late payment is % per complete week of delay.

Insert a rate only if a rate less than 0.5% per week of delay has been agreed.

Contract Data

The *Consultant* provides the following insurance cover

Insurance against	Minimum amount of cover	Period following Completion or earlier termination
Failure of the <i>Consultant</i> to use the skill and care normally used by professionals providing services similar to the services	.. £5million in Professional Indemnity Certification In respect of one claim, Excess of £10,000 each and every claim, without limit to the number of claims For the duration of the project, including delays and damages.
Death of or bodily injury to a person (not an employee of the <i>Consultant</i>) or loss of or damage to property resulting from an action or failure to take action by the <i>Consultant</i>	.. £10 million Public Liability any one occurrence. £5million in Professional Indemnity Certification in respect of one claim, - defence costs in addition. Excess of £10,000 each and every claim, without limit to the number of claims For the duration of the project, including delays and damages.
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	.. £10 million Employer's liability any one occurrence. £10 million Public Liability any one occurrence. £5million in Professional Indemnity Certification in respect of one claim, - defence costs in addition. Excess of £10,000 each and every claim, without limit to the number of claims For the duration of the project, including delays and damages.

The *Client* provides the following insurance cover

Only enter details here if *Client* is to provide Insurance.

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Contract Data

The *Consultant's* total liability to the *Client* for matters for which insurance is provided is limited to £10million Public Liability £5million Professional Indemnity.....

The *Consultant's* total liability to the *Client* for other matters is limited to £10million Public Liability £5million Professional Indemnity.....

The *tribunal* is Arbitration

If the *tribunal* is arbitration, the arbitration procedure is

The place where the arbitration is to be held is

The person who will choose the arbitrator if the Parties cannot agree is CIBSE

Only include these statements if the *tribunal* is arbitration.

The *conditions of contract* are the NEC3 Professional Services Short Contract (April 2013) and the following additional conditions.

Only enter details here if additional conditions are required.

No Delay Damages or consequential losses (LADs) in place for the Lead Consultant - This will be transferred on to the Principal Contractor. As committed by ILECS, the Client - NOC Southampton requests ILECS to do their utmost to ensure the lift contractor meets the programme.

The Consultant's Offer

The Consultant is

Name .. ILECS Ltd

Address .. Tops'l House, High Street, Mistley, Manningtree, Essex CO11 1HB

Telephone . REDACTED

E-mail address . REDACTED

The Consultant offers to Provide the Services in accordance with the conditions of contract for an amount to be determined in accordance with the conditions of conditions.

The name, job, qualifications and experience of Consultant's key people are in ..

REDACTED. - Associate Director - Time served Lift Engineer, HNC

The staff rates are

person or job	unit of measurement	rate
.. REDACTED £ REDATCED .
.. REDACTED £ REDACTED .
.....
.....
People not stated here are at open market or competitively tendered rates		

The offered total of the Prices is .. REDACTED

Enter the total of the Prices from the Price List.

If all work is to be carried out on a time charge basis, enter 'Not Applicable'.

Signed on behalf of the Consultant

Name REDACTED

Position .. Associate Director

Signature REDACTED Date .. 11-7-17

The *Client's* Acceptance

The *Client* accepts the *Consultant's* Offer to Provide the Services

Signed on behalf of the *Client* The National Oceanography Centre

Name REDACTED.....

Position Commercial manager.....

Signature REDACTED..... Date 3/8/17.....

Price List

Entries in the first four columns are made either by the *Client* or the tenderer.

For each row:

- If the *Consultant* is to be paid an amount for the item which is not adjusted if the quantity of work in the item changes, the tenderer enters the amount in the Price column only.
- If the *Consultant* is to be paid an amount for the item of work and which is the rate for the work multiplied by the quantity completed, the tenderer enters the rate which is then multiplied by the Expected quantity to produce the Price, which is also entered.
- If the work is to be paid on a time charge basis, only expenses should be included.

Costs incurred by the *Consultant* other than the listed expenses are included in the Rates and Prices and the *staff rates*. If expenses are paid at cost, then 'at cost' should be entered into the Rate column.

Delete or strike through unused rows.

Item number	Description	Unit	Expected quantity	Rate	Price
As per ITQ
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.....
.....
.....
.....
Expenses					
As per ITQ
.....
.....
The total of the Prices				REDACTED	

Scope

The Scope should be a complete and precise statement of the *Client's* requirements. If it is incomplete or

Imprecise, there is a risk that the *Consultant* will interpret it differently from the *Client's* intention. Information provided by the *Consultant* should be listed in the Scope only if the *Client* is satisfied that it is required, is part of a complete statement of the *Client's* requirements and is consistent with other parts of the Scope.

1 Purpose of the *services*

Provide a brief summary of why the *services* are being commissioned and what they will be used for.

...As Noted in the Scope of Works

2 Description of the *services*

Give a complete and precise description of what the *Consultant* is required to do.

If items of work have to be provided by a stated date, include a table describing the work and stating the date when it is to be provided.

...As Noted in the Scope of Works

3 Existing information

List existing information which is relevant to the *services*. This can include documents which the *Consultant* is to further develop.

...As Noted in the Scope of Works

Scope

4 Specifications and standards

List the specifications and standards that apply to this contract.

...As Noted in the Scope of Works

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5 Constraints on how the *Consultant* is to Provide the Services

State any constraints on sequence and timing of work and on method and conduct of work including the requirements for any work by the *Client*.

Set out any requirements for a quality management system.

Include a dispute resolution procedure if required.

...As Noted in the Scope of Works

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Scope

6 Requirements for the programme

State whether a programme is required and, if it is, state what form it is to be in, what information is to be shown on it, when it is to be submitted and when it is to be updated.

...As Noted in the Scope of Works

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7 Information and other things provided by the *Client*

Describe what information and other things the *Client* is to provide and by when. Information is that which is not currently available, but will become available during the contract. Other things could include access to a person, place (such as office space or a site) or the *Client's* information technology systems.

Item	Date by which it will be provided
TBC in Pre-commencement Meeting with the client.
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