A10

PRECONSTRUCTION DELIVERY AGREEMENT

**NEC3 PROFESSIONAL SERVICES CONTRACT**

Pre-construction Services Delivery Agreement

(Professional Services Contract)

**THIS AGREEMENT** is dated

BETWEEN:

(1) [insert Employer name] of [insert Employer registered address] (**the ‘*Employer’***)

AND

* + - 1. [ ] whose registered office is at [ ] (**the ‘*Consultant'***)

for the Services of Pre-construction, Design and other Professional Services to complete RIBA Stage **[insert stage here]**.

Whereas:

This Delivery Agreement is made pursuant to the Framework Agreement dated [ ] made between **PLACES FOR PEOPLE GROUP LTD** and the *Consultant* dated [ ] (the ‘Framework Agreement’) and incorporates those provisions of the Model Delivery Agreement set out in Schedule [ ] to the Framework Agreement.

**IT IS AGREED** as follows:-

1. **The *Consultant's*  obligations**

The *Consultant* Provides the Services and complies with its obligations in accordance with the *conditions of contract* set out in the Contract Data herein.

2. **The *Employer’s* obligations**

The *Employer* pays the amount of money and complies with its obligations in accordance with the *conditions of contract.*

**3. The documents forming part of this agreement are**:

1. The Model Delivery Agreement incorporating the amendments to the NEC3 Professional Services Contract
2. The *conditions of contract* (NEC 3rd edition professional services contract April 2013 )
3. The Contract Data part one (and any appendices of schedules referred to therein)
4. The Contract Data part two (and any appendices or schedules referred to therein)
5. The Scope
6. The Activity Schedule
7. The Framework Agreement

The *Consultant* has checked the documents listed at paragraph 3 above and confirms that there are no discrepancies, inconsistencies or errors within or between any of those documents.

Where there is any conflict or inconsistency within or between the documents listed at paragraph 3 above the contents of the document appearing earlier in the preceding list shall prevail over any document appearing later in the preceding list.

1. **Entire Agreement**

The contract represents the entire agreement between the Parties in relation to the *services* and supersedes all and any prior agreements and/or representations between the Parties.

1. **Retrospective Effect**

Notwithstanding the date of this contract it shall have effect as if it had been executed upon the date the *Consultant* first performed any services or activities in relation to the *services* (whether under letters of intent or otherwise) and accordingly the duties and obligations contained in the contract shall be deemed to have applied to the carrying out of any of those services and/or the *services* prior to the date of the contract. All payments made in respect of services carried out prior to the date of the contract shall be treated as payments on account of sums due under the contract.

1. **Disputes**

Any difference or dispute arising under or out of or in connection with the contract shall be resolved in accordance with the *conditions of contract*.

**In witness whereof** the contract has been executed by the following parties as a deed and delivered on the date stated above

[Execution blocks to be updated as appropriate]

Executed as a deed by )

**[*Employer*]**  )

acting by: )

Director

Director/Secretary

Executed as a deed by )

**[*Consultant*]**  )

acting by: )

Director

Director/Secretary

Contract Data: Part One – Data provided by the *Employer*

**1. General**

The *conditions of contract* are the core clauses and the clauses for main Option A, dispute resolution Option W2 and secondary Options X2, [X5], X7, X8, X9, X10, X11, X18, [Y(UK)1], Y(UK)2, Y(UK)3 of the NEC3 Professional Services Contract April 2013 Option A.

* The *Employer* is

|  |  |
| --- | --- |
| Name |  |
| Address |  |
| Telephone |  |
| E-mail address |  |

* The *Adjudicator* is

|  |  |
| --- | --- |
| Name |  |
| Address |  |
| Telephone |  |
| E-mail address |  |

* The *services* are
* The Project is [insert details of the Project to which the *services* relate]
* The Scope is:

**Project Brief** [insert project specific brief ]

* The *language* of this contract is English
* The *law* of the contract is the law of England and Wales
* The *period for reply* is **2** weeks
* The *period for retention* is **12** years following Completion or earlier termination
* The *Adjudicator nominating body* is **the Royal Institution of Chartered Surveyors**
* The *tribunal* is **the Courts of England**
* The following matters will be 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**5** weeks

**4. Quality**

* The quality policy statement and quality plan are provided within **2** weeks of the Contract Date.
* The *defects date* is **12** weeks after Completion of the whole of the *services*.

**5. Payment**

* The *assessment interval* is monthly
* The *currency* of the contract is **the pound sterling**
* The *interest rate* is 3% per annum above the base rate in force from time to time of the Bank of England..

**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 *services* or earlier termination** |
| Professional Indemnity Insurance - failure of the *Consultant* to use the skill and care normally used by professionals providing services similar to the *services* | **£5,000,000** in respect of each claim, without limit to the number of claims **or series of claims arising out of the same original cause or source (or equivalent), without limit to the number of claims, with lower annual and/or annual aggregate limits of cover in respect of pollution and contamination related claims and similar where such limited cover is the norm** | 12years |
| death 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** in respect of each claim, without limit to the number of claims | 12 years |
| death 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** in respect of each claim, without limit to the number of claims | 12 years |

* The *Employer* provides the following insurances
* Insurance for all existing buildings and property existing within the Site or at the sole discretion of the *Employer* he may elect to ‘self-insure’ such existing buildings and property and in doing so accepts all of the *Employer’s* associated risks arising out of or in relation to such ‘self-insurance’. In accordance with an Employer’s decision to ‘self-insure’ they do not accept any additional insurance premium/cost from the *Contractor*.

…………………………………………………………………………………………………

…………………………………………………………………………………………………

* 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

[ ]

**Optional statements** (The following optional clauses apply)

**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 to submit a first programme for acceptance within **2** 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 **[ ]**  days

**If the *Employer* states any expenses**

* The *expenses* stated by the *Employer* are

Itemamount

**If Option A is used**

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

**If Option C is used**

* The *Consultant* prepares forecasts of the total Time Charge and *expenses* at intervals no longer than **4** weeks.
* The *exchange rates* are those published in **[*to be agreed on a project specific basis*]** on **[*to be agreed on a project specific basis*]** (date)

**If Option C is used**

* The *Consultant’s share percentages* and the *share ranges* are:

*Share range* *Consultant’s share percentage*

Less than 95% 10%

From 95% to 100% 40%

From 100% to 102.5% 40%

Greater than 102.5% 100%

**Option X2**

* The *law of the project* is the law of England and Wales

**If Option X5 is used**

* The *completion date* for each *section* of the services is

*section* description *completion date*

1. ……………….. …………………….

2. ……………….. …………………….

3. ……………….. …………………….

**If Option X5 and X7 are used together**

* Delay damages for each *section* of the services are

*section* description *completion date*

1. ……………….. …………………….

2. ……………….. …………………….

3. ……………….. …………………….

Remainder of *services ………………………..*

**If Option X7 is used (whether or not Option X5 is also used)**

* Delay damages for Completion of the whole of the *services* are £nil per day

**Option X8**

* The *collateral warranty agreements* are

agreement reference third party

**If Option X10 is used**

* The *Employer’s Agent* is

Name ………………………………………………….

Address ………………………………………………..

* The authority of the *Employer’s Agent* is all actions by the Employer stated in this contract except clauses 51, 90, 91 and 92.

**If Option X18 is used**

* The *Consultant’s* liability to the *Employer* for indirect or consequential loss is limited to
  + £[ ]
* The *Consultant’s* liability to the *Employer* for Defects that are not found until after the *defects date* is limited to the higher of
  + £5,000,000 or
  + 120% of the tendered total of the Prices subject to a maximum of £
* The end of liability date is **12 years** after Completion of the whole of the services

**If Option Y(UK)1 is used and the Employer is to pay any charges made and is paid any interest paid by the *project bank***

* The *Employer* is to pay any charges made and is paid any interest paid by the *project bank.*

**If Options Y(UK)3 is used**

* Term person or organisation

……………….. ………………..

……………….. ………………..

……………….. ………………..

……………….. ………………..

**If Options Y(UK)1 and Y(UK)3 are both used**

* Term person or organisation

The provisions of Option Y(UK)1 Named Suppliers

**Option Z**

The additional Conditions of Contract are:

**1 General**

11.2 (2) Add further bullet point:

* provided or procured all Collateral Warranties which the *Consultant* is then obliged under this contract to provide or procure;

11.2(20) Insert a new definition:

‘Framework Agreement’ is the framework agreement between **PLACES FOR PEOPLE GROUP LIMITED** and the *Consultant* dated [ ]

11.2(21) Insert a new definition:

Fire Safety Strategymeans the specifications and drawings setting out the detailed design for the works to which the *services* relate and specifying all systems, methods, products and materials to be used in the construction and delivery of the external walls of the works to which the *services* relate including for the avoidance of doubt the insulation materials, cladding materials, methods of fixing cavity barriers and other fire protection measures as comprised in the documents which the Contract Data states it is in.

11.2(22) Insert a new definition:

'CDM Regulations' means the Construction (Design and Management) Regulations 2015 and any subsequent amendments or re-enactments.

11.2 (23)Insert a new definition:

HMRC means HM Revenue & Customs.

11.2 (24)Insert a new definition:

Order is the Value Added Tax (Section 55A) (Specified Services and Excepted Supplies) Order 2019 (SI 2019 No. 892).

11.2 (25)Insert a new definition:

Reverse Charge means, in relation to a supply, that under section 55A(6) of the Value Added Tax Act 1994 it is for the recipient, on the supplier's behalf, to account for and pay VAT on the supply and not for the supplier.

11.2 (26)Insert a new definition:

Supply is a supply made for VAT purposes under or in connection with this contract by the Contractor and "Supplies" shall be construed accordingly.

11.2 (27)Insert a new definition:

VAT is value added tax chargeable under the Value Added Tax Act 1994 and any similar or replacement tax.

11.2 (28)Insert a new definition:

Intellectual Property Rights are all current and future legal and/or equitable interests in registered or unregistered trademarks, service marks, applications for any of the foregoing, patents, copyrights, unregistered designs, know-how, inventions, confidential information and other intellectual property rights

11.2(29) Insert a new definition:

Law is any act of parliament and any instruments, rules, orders, regulations, notices, directions, bye-laws, permissions and plans for the time being made under or deriving validity from them, any European Directives or Regulations legally enforceable in England and Wales and any rules, regulations, orders, bye-laws or codes of practice of any local or other competent authority.

11.2(30) Insert a new definition:

Delivery Agreement means any delivery agreement entered into by the *Client* and the *Contractor* under the Framework Agreement.

11.2(31) Insert a new definition:

Documents means any documents, drawings, plans, models, specifications, schedules, reports, calculations, information and/or similar in any media prepared by or on behalf of the *Consultant*  in connection with the *services*.

12.1 Delete clause 12.1 and replace with:

'In this contract, except where the context requires otherwise:

* words in the singular also mean in the plural and the other way round,
* words in the masculine also mean in the feminine and neuter,
* references to a document include any revision made to it in accordance with this contract,
* references to a statute or statutory instrument include any amendment or re-enactment of it from time to time and any subordinate legislation or code of practice made under it and
* references to a standard include any current relevant standard that replaces it.

12.5 Insert new clause 12.5:

12.5.1 The *Consultant* complies with the Law.

12.5.2 The *Consultant* complies with the following provisions of the Framework Agreement as if such provisions were included in this contract mutatis mutandis:

(a) Schedule 6, Part 1 (Legal Requirements)

(b) Schedule 6, Part 2, paragraph 1 (Confidentiality)

(c) Appendix 4 (Data Protection)

**2 The Parties’ main responsibilities**

21.Amend as follows:

21.1 At the end of the clause before the full-stop insert the following:

', the contract and the Law.'

21.2 Delete and replace with:

‘The *Consultant’s* obligation is to exercise (and it warrants that it has exercised) all the reasonable skill, care and diligence to be expected of a competent and appropriately qualified consultant of the professional discipline relevant to the *services* being performed and who is experienced in undertaking services such as the *services* in a similar timescale and also in connection with projects equivalent to the Project in connection with which the *services* are being performed.’

21.3 Insert new clause 21.3

21.3 Notwithstanding any contrary provision in the contract or any documents forming part of the contract it is hereby expressly agreed and acknowledged that no fitness for purpose warranty is either given or implied, whether under statute or otherwise, in relation to the *services* and/or method, system, design, products and materials provided by the *Consultant*.

21.4 Insert new clauses 21.4 to 21.7

[21.4 For the purposes of the CDM Regulations, the *Consultant* is the principal designer in respect of the Project and performs all the functions and obligations required to be performed by the principal designer under the CDM Regulations.][Not used.]

21.5 The *Consultant* warrants that it has sufficient skills, knowledge, experience and, if an organisation, organisational capability to carry out its role as [principal designer] under the CDM Regulations.

21.6 The *Consultant* shall comply with its obligations under the CDM Regulations insofar as the same apply to the Project and shall co-operate with the principal contractor [principal designer], other consultants, contractors and sub-contractors (as applicable) so far as necessary to enable them to comply with their respective obligations under the CDM Regulations in relation to the Project.

21.7 Insert a new clause 21.7:

The *Consultant* does not use, specify, authorise, cause or allow to be used in the Projectany materials, equipment, products and/or kits that

* do not conform with British or European Standards (where appropriate) or codes of practice (or, where no such standards exists, do not confirm with British Board of Agrément Certificate) and/or
* are generally known in the construction industry to be deleterious, in the particular circumstances in which they are specified for use (whether by themselves or in a particular situation or in combination with other substances or materials) to health and safety and/or the durability of buildings and/or structures and/or reducing or possibly reducing the normal life expectancy of the *works* and/or any part or component of the *works* and/or
* do not comply with the guidance set out in the “Good Practice in the Selection of Construction Materials 2011” published by the British Council for Offices and/or
* are specifically prohibited by the contract.

The *Consultant* immediately notifies the *Employer* if it becomes aware of any proposed or actual specification and/or use in the Projectof any products and/or materials that do not comply with this clause 21.7.

**5 Payment**

50.6 Insert a new clause 50.6 as follows:

50.6.1 The Parties agree and confirm that the procedure for the payment of VAT (if any) by either Party to the other shall be governed entirely and exclusively by the provisions of this clause 50.6 notwithstanding any other provision of this contract.

50.6.2 Subject to clause 50.6.8, any consideration (whether monetary consideration or non-monetary consideration) paid or provided under or in connection with this contract is to be treated as exclusive of any VAT. If the person making the supply (or the representative member of the VAT group of which it is a member) is required to account for VAT on any supply, the recipient of the supply shall pay (in addition to paying or providing any other consideration) an amount equal to the amount of that VAT upon the later of:

51.6.2.1 the time for payment or provision of the consideration; and

51.6.2.2 the receipt by the recipient of the supply of a VAT invoice in respect of that VAT.

50.6.3 The Parties acknowledge that the *Employer* has not confirmed in writing whether the requirements specified in article 8(1)(b) of the Order are satisfied in respect of any Supply.

50.6.4 The Parties consider that the Reverse Charge will apply to the Supplies so that it is for the *Employer*, on the *Consultant's*  behalf, to account for and pay VAT on the Supplies and not for the *Consultant*.

50.6.5 During such time as the Reverse Charge applies to the Supplies and no later than 15 working days before any payment by the *Employer* for the Supplies, the *Consultant* will provide to the *Employer* an invoice (which is not a VAT invoice and which will not include any demand for any amount in respect of VAT) showing all the information normally required to be shown on a VAT invoice in respect of the payment in question, including without prejudice to the generality of the foregoing, the amount of VAT due on the payment (subject to the Reverse Charge) and a breakdown of values by VAT rate. The *Consultant* will also annotate such invoice as follows: "Reverse charge: VAT Act 1994 Section 55A applies".

50.6.6 The *Consultant* shall promptly provide any information reasonably requested by the *Employer* to assist the *Employer* in complying with its obligations under the Reverse Charge or in providing any information requested of the *Employer* by HMRC.

50.6.7 If the requirements in article (8)(2)(a) and (b) of the Order are met in relation to any Supply, the *Employer* and the *Consultant*, pursuant to article 8(2)(c) of the Order, agree to treat the Supplies as not being excepted supplies (within the meaning of articles 3(2) and 8 of the Order).

50.6.8 Notwithstanding clause 50.6.2, where the *Employer* has operated the Reverse Charge on Supplies but HMRC confirms in writing to the *Employer* that the Reverse Charge does not apply in respect of those Supplies and that, notwithstanding that the *Employer* has operated the Reverse Charge, the *Consultant* has to account for VAT in respect of those Supplies then, subject to receipt by the *Employer* of a valid VAT invoice from the *Contractor*, the *Employer* will pay the VAT due on those Supplies to the *Consultant* within 5 working days after the later of:

50.6.8.1 obtaining any net repayment or credit from HMRC arising from the incorrect operation of the Reverse Charge after correcting both:

(a) the output tax overpaid to HMRC by the *Employer* (for which the *Employer* would obtain a repayment or credit); and

(b) the input tax overpaid to the *Employer* by HMRC (which the *Employer* would owe to HMRC); and

50.6.8.2 obtaining repayment or credit from HMRC in respect of the VAT due on the relevant Supplies to the *Consultant*,

and the *Employer* undertakes to claim such repayment or credit from HMRC without unreasonable delay after receiving confirmation from HMRC or a valid VAT invoice from the *Consultant*, each as mentioned above."

**7 Rights to material**

70 Delete clause 70 and insert the following:

70.1 The *Consultant* grants the *Employer* with immediate effect an irrevocable, royalty free, non-exclusive licence to copy and use the Documents for any purpose related to the *services* and/or the Project provided that the *Consultant* is not liable to the *Employer* for use of the Documents for any purpose other than that for which the relevant Document was prepared or provided. Such licence carries the right to grant sub-licences, is transferrable to third parties and survives termination of the *Consultant's* obligation to Provide the Services.

70.2 The *Consultant* warrants to the *Employer* that no design or document that it prepares and nothing else that it contributes to the *services* or the Projectshall infringe any Intellectual Property Rights, and indemnifies the *Employer* in respect of any legal liability and related costs arising out of or in connection with any such infringement of any Intellectual Property Rights.

70.3 The *Consultant* waives absolutely all moral rights under Chapter IV Part 1 of the Copyright Designs and Patents Act 1988 which the *Consultant* may have in the Documents and/or the *services* and/or the Project and where it is not the author procures a waiver from the author of any similar moral rights the author may have in respect of the Documents and/or the *services* and/or the Project.

**8 Indemnity insurance and liability**

81.1 Amend the insurance table:

In respect of the first entry in the left hand column that starts ‘Liability of the Consultant…’ amend so that it reads:

‘Liability of the *Consultant* for claims made against him arising out of his failure to use the skill and care required by this contract.’

**9 Reasons for termination**

90.1 Delete clause 90.1 and insert the following:

91.1 Either Party may terminate if the other Party becomes subject to any of the following events:

* + - 1. it suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 (IA 1986) as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the IA 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the IA 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
      2. it commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of that party with one or more other companies or the solvent reconstruction of that party;
      3. it applies to court for, or obtains, a moratorium under Part A1 of the IA 1986;
      4. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with its winding up (being a company, limited liability partnership or partnership) other than for the sole purpose of a scheme for its solvent amalgamation with one or more other companies or its solvent reconstruction;
      5. an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or an administrator is appointed over it (being a company, partnership or limited liability partnership);
      6. the holder of a qualifying floating charge over its assets (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;
      7. a person becomes entitled to appoint a receiver over all or any of its assets or a receiver is appointed over all or any of its assets; or
      8. being an individual, it is the subject of a bankruptcy petition, application or order;
      9. a creditor or encumbrancer of it attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within ten working days;
      10. any event occurs, or proceeding is taken, with respect to it in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in paragraphs (a) to (i) above (inclusive);
      11. it suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
      12. in relation to a Party which is a partnership, the dissolution thereof.

**Insert new OPTION X21: CIC BIM PROTOCOL** *(only applies when BIM is required)*

X21.1 In this Option, the Protocol is the CIC Building Information Modelling Protocol, first edition 2013. Terms used in this clause are those defined in the Protocol.

X21.2 Clauses 1, 2, 5, 6, 7 of the Protocol are *additional conditions of contract*. Clauses 3 and 4 and Appendices 1 and 2 of the Protocol are Scope.

X21.3 The following are compensation events.

* + - * The *Consultant* encounters an event which is outside his reasonable control and which prevents him from carrying out the work specified in clause 4.1.2 of the Protocol.
      * The *Employer* revokes a licence granted under clause 6.6 of the Protocol.

OPTION Y(UK) 3: THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

Delete the existing wording for this Option Y(UK)3 and insert:

Y3.1 A person who is not a party to this contract shall have no rights under the Contract (Rights of Third Parties) Act 1999 to enforce any term of this contract unless it is stated expressly in the Contract Data that an identified third party may enforce such rights and those rights are identified.

Y3.2 The rights of the Parties to terminate, rescind or agree any variation, waiver or settlement under this contract are not subject to the consent of any other person.

**Contract Data: Part Two – Data provided by the *Consultant***

**Statements given in all contracts**

* The *Consultant* is [ ]

The Services are to be delivered by Local Construction Office:-

|  |  |
| --- | --- |
| Name | **(Insert LCO details to be agreed on a project specific basis)** |
| Address |  |
| Telephone |  |
| E-mail address |  |

* The key persons are

|  |  |
| --- | --- |
| (1) Name |  |
| Job |  |
| Responsibilities |  |
| Qualifications |  |
| Experience |  |
| (2) Name |  |
| Job |  |
| Responsibilities |  |
| Qualifications |  |
| Experience |  |

* The staff rates are

**name /designation rate**

**[as set out in the Commercial Model]**

* The following matters will be included in the Risk Register

**[insert project specific risks]**

**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

…………………….. ………………………………

**Option A**

* The *activity schedule* is ……………………………………

The tendered total of the Prices is **[insert project specific price]**

**If Option Y(UK)1 is used**

* The *project bank* is …………………..……………………………….
* *named suppliers* are ………………………………………………….