**5.6**

**NEC4 PROFESSIONAL SERVICES CONTRACT**

*.*

NEC Professional Services Contract

**THIS AGREEMENT** is made on [ ] 202[ ]

BETWEEN:

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

AND

(2) Willmott Dixon Construction Limited whose registered office is at Suite 201, The Spirella Building, Bridge Road, Letchworth Garden City, Hertfordshire SG6 4ET (**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 4th April 2022 made between **PLACES FOR PEOPLE GROUP LTD** and the Contractor (the ‘Framework Agreement’)

**When using the Professional Services Contract, the Contractor (as stated in the Framework Agreement) is the party named as ‘*Consultant’.***

**IT IS AGREED** as follows:-

1. **The *Consultant ’s* obligations**

The *Consultant*  Provides the Service and complies with his obligations, acting as the *Consultant* in accordance with the conditions of contract set out in the Contract Data herein.

2. **The *Client’s* obligations**

The *Client* pays the amount of money and complies with its obligations in accordance with the conditions

Contract Data

**PART ONE – DATA PROVIDED BY THE *CLIENT***

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

**1 General**

The *conditions of contract* are the core clauses and the clauses for the following main Option, the Option for resolving and avoiding disputes and secondary Options of the NEC4 Professional Service Contract June 2017

|  |  |  |  |
| --- | --- | --- | --- |
| Main Option | A | Option for resolving and avoiding disputes | W2 |

|  |  |
| --- | --- |
| Secondary Options | X1, X2, X4, X5, X7, X8, X9, X10, X11, X12, X13, X18, [Y(UK)1], Y(UK)2, Y(UK)3 |

|  |  |
| --- | --- |
| The service is | [insert] |

The *Client* is

|  |  |
| --- | --- |
| Name |  |

|  |  |
| --- | --- |
| Address for communications |  |

|  |  |
| --- | --- |
| Address for electronic communications |  |

The *Service Manager* is

|  |  |
| --- | --- |
| Name |  |

|  |  |
| --- | --- |
| Address for communications |  |

|  |  |
| --- | --- |
| Address for electronic communications |  |

|  |  |
| --- | --- |
| The Scope is in | **Project Brief** [insert project specific brief ] |

|  |  |
| --- | --- |
| The *language of the contract* is | **English** |

|  |  |
| --- | --- |
| The *law of the contract* is the law of | **England and Wales** |

|  |  |  |
| --- | --- | --- |
| The *period for reply* is | **2 weeks** | except that |

|  |  |  |  |
| --- | --- | --- | --- |
| • The *period for reply* for |  | is |  |

|  |  |  |  |
| --- | --- | --- | --- |
| • The *period for reply* for |  | is |  |

|  |  |  |
| --- | --- | --- |
| The *period for retention* is | **12** | year(s) following Completion or earlier temination |

The following matters will be included in the Early Warning Register

|  |
| --- |
|  |

|  |  |
| --- | --- |
| Early warning meetings are to be held at intervals no longer than |  |

**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*

|  |  |  |  |
| --- | --- | --- | --- |
| (1) |  |  |  |

|  |  |  |  |
| --- | --- | --- | --- |
| (2) |  |  |  |

|  |  |  |  |
| --- | --- | --- | --- |
| (3) |  |  |  |

|  |
| --- |
| 4 weeks |

If Option A is used The *Consultant* prepares forecasts of the total expenses at

intervals no longer than

|  |
| --- |
| 4 weeks |

If Option C or E is The *Consultant* prepares forecasts of the total Defined Cost

used plus Fee and *expenses* at intervals no longer than

**3 Time**

|  |  |
| --- | --- |
| The *starting date* is |  |

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

access access date

|  |  |  |  |
| --- | --- | --- | --- |
| (1) |  |  |  |

|  |  |  |  |
| --- | --- | --- | --- |
| (2) |  |  |  |

|  |  |  |  |
| --- | --- | --- | --- |
| (3) |  |  |  |

|  |  |
| --- | --- |
| The *Consultant* submits revised programmes at intervals no longer than |  |
| **5 weeks** |

|  |  |  |  |
| --- | --- | --- | --- |
| If the *Client* has decided the *completion date* for the whole of the *service* |  | The *completion date* for the whole of the *service* is |  |
|  |

|  |  |  |  |
| --- | --- | --- | --- |
| If no programme is identified in part two of the Contract Data |  | The period after the Contract Date within which the *Consultant* is to submit a first programme for acceptance is |  |
| **2 weeks** |
|  |

**4 Quality management**

|  |  |
| --- | --- |
| The period after the Contract Date within which the *Consultant* is to submit a quality policy statement and quality plan is |  |
|  |

|  |  |
| --- | --- |
| The period between Completion of the whole of the *service* and the *defects date* is |  |
|  |

**5 Payment**

|  |  |
| --- | --- |
| The *currency of the contract* is the | **the pound sterling** |

|  |  |
| --- | --- |
| The *assessment interval* is | **monthly** |

|  |  |  |
| --- | --- | --- |
| The *interest rate* is | **3** | % per annum (not less than 2) above the |

|  |  |  |  |
| --- | --- | --- | --- |
| **Base** | rate of the | **Bank of England** | [bank] |

|  |  |  |
| --- | --- | --- |
| 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 | **14 days** |
|  |
|  |

|  |  |  |
| --- | --- | --- |
| If Option C or E is used and the Client starts any locations | The locations for which the Consultant provides a charge for the cost of support people and office overhead are |  |

If Option C is used The *Consultant’s share percentages* and the *share ranges* are

|  |  |
| --- | --- |
| *share range* | *Consultant’s share percentage* |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| less than |  | % |  | % |

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| from |  | % to |  | % |  | % |

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| from |  | % to |  | % |  | % |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| greater than |  | % |  | % |

|  |  |  |
| --- | --- | --- |
| If Option C or E is used | 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) |

**6 Compensation events**

If there are additional compensation events

These are additional compensation events

|  |
| --- |
|  |

**8 Liabilities and insurance**

If there are additional *Client’s* liabilities

These are additional *Client’s* liabilities

|  |  |
| --- | --- |
| (1) |  |

|  |  |
| --- | --- |
| (2) |  |

|  |  |
| --- | --- |
| (3) |  |

|  |
| --- |
| The minimum amount of cover 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 – The Consultant’s failure to use the skill and care normally used by professionals providing services similar to the *service* | £5,000,000 in the aggregate, **and** limited to £5,000,000 in the aggregate in respect of pollution and contamination related claims and any claims arising directly, indirectly or in any way connected with fire safety and / or the use of any facade material (including but not limited to cladding, insulation, wall panelling, cavity barriers and fire stopping) that does not comply with the relevant regulatory regime. | 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 |

|  |  |  |  |
| --- | --- | --- | --- |
| If the *Client* is to provide any of the insurances stated in the Insurance Table |  | The *Client* provides these insurances from the Insurance Table | |
| (1) Insurance against |  |
|  |

|  |  |
| --- | --- |
| Minimum amount of cover is |  |

|  |  |
| --- | --- |
| The deductibles are |  |

|  |  |
| --- | --- |
| (2) Insurance against |  |

|  |  |
| --- | --- |
| Minimum amount of cover is |  |

|  |  |
| --- | --- |
| The deductibles are |  |

|  |  |
| --- | --- |
| (3) Insurance against |  |

|  |  |
| --- | --- |
| Minimum amount of cover is |  |

|  |  |
| --- | --- |
| The deductibles are |  |

|  |  |  |  |
| --- | --- | --- | --- |
| If additional insurances are to be provided |  | The *Client* provides these additional insurances | |
| (1) |  |
| **Insurance for all existing buildings and property existing within the Site or at the sole discretion of the *Client* he may elect to ‘self-insure’ such existing buildings and property and in doing so accepts all of the *Client’s* associated risks arising out of or in relation to such ‘self-insurance’. In accordance with an Client’s decision to ‘self-insure’ they do not accept any additional insurance premium/cost from the *Consultant* .** |

|  |  |
| --- | --- |
| Minimum amount of cover is |  |

|  |  |
| --- | --- |
| The deductibles are |  |

|  |  |
| --- | --- |
| (2) Insurance against |  |

|  |  |
| --- | --- |
| Minimum amount of cover is |  |

|  |  |
| --- | --- |
| The deductibles are |  |

|  |  |
| --- | --- |
| (3) Insurance against |  |

|  |  |
| --- | --- |
| Minimum amount of cover is |  |

|  |  |
| --- | --- |
| The deductibles are |  |

The *Consultant* provides these additional insurances

|  |  |
| --- | --- |
| (1) Insurance against |  |

|  |  |
| --- | --- |
| Minimum amount of cover is |  |

|  |  |
| --- | --- |
| The deductibles are |  |

|  |  |
| --- | --- |
| (2) Insurance against |  |

|  |  |
| --- | --- |
| Minimum amount of cover is |  |

|  |  |
| --- | --- |
| The deductibles are |  |

|  |  |
| --- | --- |
| (3) Insurance against |  |

|  |  |
| --- | --- |
| Minimum amount of cover is |  |

|  |  |
| --- | --- |
| The deductibles are |  |

The *Consultant’s* total liability to the *Client* for all matters arising under or in connection with this contract, other than the excluded matters is limited to

**£5,000,000**

**Resolving and avoiding disputes**

|  |  |
| --- | --- |
| The *tribunal* is | **the Courts of England and Wales** |

|  |  |  |  |
| --- | --- | --- | --- |
| If the *tribunal* is arbitration |  | The *arbitration procedure* is |  |

|  |  |
| --- | --- |
| The place where arbitration is to be held is |  |
|  |

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

|  |
| --- |
|  |

The *Senior Representatives* of the *Client* are

|  |  |
| --- | --- |
| Name (1) |  |

|  |  |
| --- | --- |
| Address for communications |  |

|  |  |
| --- | --- |
| Address for electronic communications |  |

|  |  |
| --- | --- |
| Name (2) |  |

|  |  |
| --- | --- |
| Address for communications |  |

|  |  |
| --- | --- |
| Address for electronic communications |  |

The *Adjudicator* is

|  |  |
| --- | --- |
| Name |  |

|  |  |
| --- | --- |
| Address for communications |  |

|  |  |
| --- | --- |
| Address for electronic communications |  |

|  |  |
| --- | --- |
| The *Adjudicator nominating body* is | **the Royal Institution of Chartered Surveyors** |

**X1: Price adjustment for inflation (used only with Options A, B, C and D)**

If Option X1 is used The proportions used to calculate the Price Adjustment Factor are

|  |  |  |  |
| --- | --- | --- | --- |
| 0. |  | linked to the index for |  |

|  |  |  |  |
| --- | --- | --- | --- |
| 0. |  |  |  |

|  |  |  |  |
| --- | --- | --- | --- |
| 0. |  |  |  |

|  |  |  |  |
| --- | --- | --- | --- |
| 0. |  |  |  |

|  |  |  |  |
| --- | --- | --- | --- |
| 0. |  |  |  |

|  |  |  |  |
| --- | --- | --- | --- |
| 0. |  |  |  |

|  |  |  |  |
| --- | --- | --- | --- |
| 0. |  | non-adjustable |  |

|  |  |
| --- | --- |
| 1.00 |  |

|  |  |
| --- | --- |
| The *base date* for indices is |  |

|  |  |
| --- | --- |
| These indices are |  |

**X2: Changes in Law**

|  |
| --- |
| **the law of England and Wales** |

**If Option X2 is used The law of the project is**

**X3: Multiple currencies (used only with Options A and B)**

If Option X3 is used The *Client* will pay for the items or activities listed below in the currencies stated

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| items and activities |  | other currency |  | total maximum  payment in the currency |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  |  |  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  |  |  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  |  |  |  |

|  |  |
| --- | --- |
| The *exchange rates* are those published in |  |

|  |  |  |
| --- | --- | --- |
| on |  | (date) |

**X5: Sectional Completion**

If Option X5 is used The *completion date* for each *section* of the *service* is

*section* description *completion date*

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| (1) |  |  |  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| (2) |  |  |  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| (3) |  |  |  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| (4) |  |  |  |  |

**X6: Bonus for early Completion**

|  |  |  |  |
| --- | --- | --- | --- |
| If Option X6 is used without Option X5 | The bonus for the whole of the *service* is |  | per day |
|  |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| If Option X6 is used with Option X5 |  | The bonus for each *section* of the *service* is | | | |
| *section* | description |  | amount per day | |

|  |  |  |  |
| --- | --- | --- | --- |
| (1) |  |  |  |

|  |  |  |  |
| --- | --- | --- | --- |
| (2) |  |  |  |

|  |  |  |  |
| --- | --- | --- | --- |
| (3) |  |  |  |

|  |  |  |  |
| --- | --- | --- | --- |
| (4) |  |  |  |

|  |  |
| --- | --- |
| The bonus for the remainder of the *service* is |  |

**X7: Delay damages**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| If Option X7 is used without Option X5 |  | Delay damages for Completion of the whole of the *service* are |  | **£nil** | per day |
|  | |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| If Option X7 is used with Option X5 |  | Delay damages for each *section* of the *service* are | | | |
| *section* | description |  | amount per day | |

|  |  |  |  |
| --- | --- | --- | --- |
| (1) |  |  |  |

|  |  |  |  |
| --- | --- | --- | --- |
| (2) |  |  |  |

|  |  |  |  |
| --- | --- | --- | --- |
| (3) |  |  |  |

|  |  |  |  |
| --- | --- | --- | --- |
| (4) |  |  |  |

|  |  |
| --- | --- |
| The delay damages for the remainder of the *service* are |  |

**X8: Undertakings to the *Client* or Others**

If Option X8 is used The *undertakings to Others* are

provided to

|  |
| --- |
|  |

|  |
| --- |
|  |

**X10: Information modelling**

If Option X10 is used

|  |  |  |  |
| --- | --- | --- | --- |
| If no *information execution plan* is identified in part two of the Contract Data |  | The period after the Contract Date within which the *Consultant* is to submit a first | |
| Information Execution Plan for acceptance is |  |
|  |

**X12: Multiparty collaboration (not used with Option X20)**

If Option X12 is used The *Promoter* is

|  |
| --- |
|  |

The Schedule of Partners is in

|  |
| --- |
|  |

The *Promoter’s objective* is

|  |
| --- |
|  |

TThe Partnering Information is in

|  |
| --- |
|  |

**X13: Performance bond**

|  |  |  |
| --- | --- | --- |
| If Option X13 is used | The amount of the performance bond is |  |

**18: Limitation of liability**

|  |  |  |
| --- | --- | --- |
| If Option X18 is used | The *Consultant’s* liability to the *Client* for indirect or consequential loss is limited to | **£1,000,000** |

|  |  |  |
| --- | --- | --- |
|  | For any one event, the *Consultant’s* liability to the *Client* for loss of or damage to the *Client’s* property is limited to |  |

|  |  |  |
| --- | --- | --- |
|  | The *Consultant’s* liability for Defects due to its design which are not listed on the Defects Certificate is limited to | **The higher of £5,000,000 or 120% of the tendered total of the Prices subject to a maximum of £……………..** |

|  |  |  |
| --- | --- | --- |
|  | The *Consultant’s* total liability to the *Client* for all matters arising under or in connection with the contract, other than excluded matters, is limited to | **£5,000,000** |

|  |  |  |
| --- | --- | --- |
| The *end of liability date* is | **12** | years after the Completion of the whole of the *service* |

**X20: Key Performance Indicators (not used with Option X12)**

|  |  |  |
| --- | --- | --- |
| If Option X20 is used | The *incentive schedule* for Key Performance Indicators is in |  |

|  |  |  |
| --- | --- | --- |
| A report of performance against each Key Performance Indicator is provided at intervals of for |  |  |
|  | months |
|  |  |  |

**Y(UK)1: Project Bank Account**

Charges made and interest paid by the *project bank*The *Consultant* **is/is not** to pay any charges made and to be paid any interest paid by the *project bank* (Delete as applicable)

**Y(UK)3: The Contracts (Rights of Third Parties) Act 1999**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  |  | The period for payment is |  | **14** | days after the date on which payment becomes due |
|  |  |  |

**Y(UK)3: The Contracts (Rights of Third Parties) Act 1999**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| If Option Y(UK)3 is used |  | term |  | *beneficiary* |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  |  |  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  |  |  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  |  |  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  |  |  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| If Y(UK)3 is used with Y(UK)1 the following entry is added to the table for Y(UK)3 |  | term |  | *beneficiary* |
| The provisions of Options Y(UK)1 |  | Named Suppliers |
|  |
|  |  |  |

**Z: *Additional conditions of contract***

If Option Z is used The *additional conditions of contract* are

**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(24) Insert a new definition:

‘Framework Agreement’ is the framework agreement between **PLACES FOR PEOPLE GROUP LIMITED** and the *Consultant* dated 4th April 2022

11.2(25) **Fire Safety Strategy** means the specifications and drawings setting out the detailed design for the *works* and specifying all systems, methods, products and materials to be used in the construction and delivery of the external walls of the *works* 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.”

**The Consultant’s Main Responsibilities**

20.Amend as follows:

20.2 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 *service* being performed and who is experienced in undertaking services such as the *service* in a similar timescale and also in connection with projects equivalent to the Project in connection with which the *service* is being performed.’

**The Consultant’s Obligations**

20.4 Insert new clause 20.4

20.4.1 Notwithstanding any contrary provision in the Contract or any documents forming part of the Contract it is hereby expressly agreed and acknowledged that: -

1. no fitness for purpose warranty is either given or implied, whether under statute or otherwise, in relation to the *service* to be delivered under this Contract and/or method, system, design, products and materials provided by the Consultant , and
2. the Consultant in delivering the *service* and complying with the requirements of the Contract and any documents forming part of the Contract shall exercise reasonable skill and care and shall have the like liability to the Client, whether under statute, this Contract or otherwise, as would an architect or, as the case may be, any other appropriate professional designer holding himself out as competent to take on such work for such design and material selection who, acting independently under a separate contract with the Client, has supplied such design for or in connection with the works to be carried out by a building consultant who is not the supplier of the design.’

Insert a new clause 20.4.2

20.4.2 Where and to the extent any method, system, design, product or materials that are expressly set out in the Fire Strategy Document and/or in any Specification, information or Drawings prepared by or on behalf of the Client have been installed and fitted by the Consultant and building regulation approval has been issued then the issue of such building regulation approval on practical completion of the works shall be deemed conclusive evidence that such method, system, design products or materials comply with such requirements of this Contract in respect of all regulations connected with such approval, the Statutory Requirements and, in particular, the Building Control Regulations.’

**Payment**

51.6 Insert new clause 51.6

The Client is an “end user” or an “intermediary supplier” who is “connected” with the expected “end user” for the purposes of section 55A VAT Act 1994 reverse charge for building and construction services. The Client shall not account for the reverse charge. If, at any time during the term of the Contract, the Client ceases to be an end user or an intermediary supplier for these purposes it shall promptly notify the Contractor in writing that this is the case. From the date of receipt of such notification, the Contractor shall cease to charge the Client VAT in accordance with section 55A VAT Act 1994.”

**Compensation Events**

60.1 (12) Amend clause 60.1(12) by adding to the end of the third bullet point: “and for the avoidance of doubt the impact of coronavirus shall remain within the scope of this definition”

60.1(17) Insert new clause 60.1(17):

Any change to the Fire Safety Strategy after the Contract Date required as a result of any direction, interpretation or requirement of any statutory body or relevant third party, including but not limited to any local authority building control or approved inspector and which affects the execution of the *service* shall be a Client’s risk.

**Indemnity Insurance and Liability**

83.3 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.’

**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.

**1 General**

The *Consultant* is

|  |  |
| --- | --- |
| Name | **(Insert LCO details to be agreed on a project specific basis)** |
|  |  |
| Address for communications |  |

|  |  |
| --- | --- |
| Address for electronic communications |  |

|  |  |  |
| --- | --- | --- |
| The *fee percentage* is | **[insert fee percentage]** | % |

|  |  |
| --- | --- |
| The *key persons* are |  |

|  |  |  |
| --- | --- | --- |
| Name (1) |  |  |

|  |  |  |
| --- | --- | --- |
| Job |  |  |

|  |  |  |
| --- | --- | --- |
| Responsibilities |  |  |

|  |  |  |
| --- | --- | --- |
| Qualifications |  |  |

|  |  |  |
| --- | --- | --- |
| Experience |  |  |

|  |  |  |
| --- | --- | --- |
| Name (2) |  |  |

|  |  |  |
| --- | --- | --- |
| Job |  |  |

|  |  |  |
| --- | --- | --- |
| Responsibilities |  |  |

|  |  |  |
| --- | --- | --- |
| Qualifications |  |  |

|  |  |  |
| --- | --- | --- |
| Experience |  |  |

The following matters will be included in the Early Warning Register

|  |
| --- |
|  |

**2 The *Consultant’s* main responsibilities**

|  |  |  |
| --- | --- | --- |
| If the *Consultant* is to provide Scope for its design | The Scope provided by the *Consultant* for its design is in |  |

**3 Time**

|  |  |  |
| --- | --- | --- |
| If a programme is to be identified in the Contract Data | The programme identified in the Contract Data is |  |

|  |  |  |
| --- | --- | --- |
| 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 |  |

**5 Payment**

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

expenses

item amount

|  |  |  |
| --- | --- | --- |
|  |  |  |

|  |  |  |
| --- | --- | --- |
|  |  |  |

|  |  |  |
| --- | --- | --- |
|  |  |  |

|  |  |  |
| --- | --- | --- |
|  |  |  |

|  |  |  |
| --- | --- | --- |
| If Option A or C is used | The activity schedule is |  |

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

**Resolving and avoiding disputes**

The *Senior Representatives* of the *Consultant* are

|  |  |
| --- | --- |
| Name (1) |  |

|  |  |
| --- | --- |
| Address for communications |  |

|  |  |
| --- | --- |
| Address for electronic communications |  |

|  |  |
| --- | --- |
| Name (2) |  |

|  |  |
| --- | --- |
| Address for communications |  |

|  |  |
| --- | --- |
| Address for electronic communications |  |

The *Consultant’s* nomination for the Dispute Avoidance Board is

|  |  |
| --- | --- |
| Name |  |

|  |  |
| --- | --- |
| Address for electronic communications |  |

**X10: Information modelling**

If Option X10 is used

|  |  |  |  |
| --- | --- | --- | --- |
| If an *information execution plan* is to be identified in the Contract Data |  | The *information execution plan* identified in the Contract Data is |  |
|  |

**Y(UK)1: Project Bank Account**

If Option Y(UK)1 is used The *project bank* is

|  |
| --- |
|  |

*named suppliers* are

|  |
| --- |
|  |

**Data for the Schedule of Cost Components (only used with Options C or E)**

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

location overhead percentage

|  |  |  |
| --- | --- | --- |
|  |  |  |

|  |  |  |
| --- | --- | --- |
|  |  |  |

|  |  |  |
| --- | --- | --- |
|  |  |  |

|  |  |  |
| --- | --- | --- |
|  |  |  |

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

The people rates are **[as set out in the Commercial Model]**

category of person rate

|  |  |  |
| --- | --- | --- |
|  |  |  |

|  |  |  |
| --- | --- | --- |
|  |  |  |

|  |  |  |
| --- | --- | --- |
|  |  |  |

|  |  |  |
| --- | --- | --- |
|  |  |  |

**[Insert Client specific execution details]**

**THE COMMON SEAL of**

**THE DISTRICT COUNCIL of**

**A TOWN** was hereunto affixed

In the presence of:

…………………………………………

Chairman

…………………………………………

Authorised signatory

Executed as a deed for and on behalf of )

**Willmott Dixon Construction Limited** )

by )

…………………………………………

Director

…………………………………………

Full name (BLOCK CAPITALS)

…………………………………………

Position/title

…………………………………………

Director/ Secretary

…………………………………………

Full name (BLOCK CAPITALS)

…………………………………………

Position/title