THIS DEED is dated [DATE]

Parties

1. City of Lincoln Council of City Hall, Beaumont Fee, Lincoln, LN1 1DB (**Council**) and (Client).
2. [FULL COMPANY/LLP NAME] incorporated and registered in England and Wales with [company][registration] number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] (Contractor).

Background

1. The *Client* wishes to appoint the *Contractor* to Provide the Service for the Project.
2. The *Contractor* has agreed to Provide the Service in accordance with the *conditions of contract* specified in clause 4 of this Agreement.

Agreed terms

# Interpretation

Unless the context otherwise requires:

### any term used with initial capital letters has the meaning given to it in the *conditions of contract* specified in clause 4 below;

### any italicised term has the meaning given to it in the Contract Data; and

### The definitions in the *conditions of contract* have the same meaning in the *additional conditions of contract*, unless the meaning given in the *conditions of contract* is different from, or conflicts with, the meaning given in the *additional conditions of subcontract* in which case the *additional conditions of subcontract* shall prevail.

# Contractor’s responsibilities

The *Contractor* will Provide the Service in accordance with the *conditions of contract*.

# Client's responsibilities

The *Client* will pay the *Contractor* for the *service* and carry out his other duties in relation to them in accordance with the *conditions of contract*.

# Contract for the services

The contract for the *service* comprises this Deed of Agreement and incorporates the following documents (attached or deemed attached) namely:

1. the completed Contract Data at Appendix 1;
2. the Scope at Appendix 2;
3. the *conditions of contract* in the form of the NEC4 Term Services Contract, June 2017 edition;
4. the *additional conditions of contract* at Appendix 3a; and
5. The documents identified in the Scope and Contract Data.

# Additional Conditions of Contract

# The *conditions of contract* shall be amended as set out in the *additional conditions of contract* (Special Conditions - Appendix 3a) annexed hereto and such amendments are incorporated into this contract and the provisions of the *conditions of contract* shall take effect entirely as so modified.

# Priority of documents

If there is any ambiguity or inconsistency in or between the documents comprising this contract, the priority of the documents is in accordance with the following sequence:

### this Agreement;

### the completed Contract Data,

### the *additional conditions of contract*;

### the other *conditions of contract*;

### the Scope; and

### any other document forming part of the contract.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

|  |  |  |
| --- | --- | --- |
| **THE COMMON SEAL** of **CITY OF LINCOLN COUNCIL**Was hereunto affixed: | ))) | In the presence of:………………………………………………………. Authorised signatory Name: ……………………………………………………….Title: ………………………………………………………. |
| **EXECUTED** as a **DEED** by By attested signature of a single Director of the company | ))))) | Signed ….…………………………………………..Director Name (print) ……………………………………………………….In the presence of:Witness’ signature ……………………………………………………….(print name) ……………………………………………………….Witness’ address ………………………………………………………. |
| **EXECUTED** as a **DEED** by **[*CONTRACTOR*]**By attested signature of a [single Director of the company][single member][[1]](#footnote-1) | )))) | Signed ….…………………………………………..[Director/ Member] Name (print) ……………………………………………………….In the presence of:Witness’ signature ……………………………………………………….(print name) ……………………………………………………….Witness’ address ………………………………………………………. |

Appendix 1 Completed Contract Data

**Contract Data: The *Client’s* Contract Data**

1. **General**

Main Option A Option for resolving and avoiding disputes W2

Secondary Options X2

X11

The service is one of the following:-

Delivering a void property clearance, maintenance, refurbishment and cleaning service

The *Client* is

|  |  |
| --- | --- |
| Name | THE CITY OF LINCOLN COUNCIL |
| Address for communication | CITY HALLBEAUMONT FEELINCOLNLN1 1DB |
| Address for electronic communications | daryl.wright@lincoln.gov.uk |

The *Service Manager* is

|  |  |
| --- | --- |
| Name | Daryl Wright |
| Address for communication | CITY HALLBEAUMONT FEELINCOLNLN1 1DB |
| Address for electronic communications | daryl.wright@lincoln.gov.uk |

|  |  |
| --- | --- |
| The Affected Property is | Various properties in the city of Lincoln Council’s boundary |
| The Scope is in  | The specification in the Contract documentation |
| The shared services which may be carried out outside the Services Areas  | n/a |

|  |  |
| --- | --- |
| The language of the contract is | English |
| The law of the contract is the law of  | England & Wales |

|  |  |  |
| --- | --- | --- |
| The *period for reply* is | two | weeks |
| The *defects date* is | n/a | weeks after Completion |

The following matters will be included in the Early Warning Register

|  |
| --- |
| The Contractor to notify the Client if the financial standing of the Contractor is such that it may affect their ability to deliver the ServicesThe Contractor to notify the Client if the availability of labour for the Contractor is such that it may affect their ability to deliver the Services |

Early warning meetings are to be held at intervals no longer than in accordance with contract management meetings

1. **The Contractor’s main responsibilities**

If Option C or E is used The Contractor prepares forecasts of the total Defined Cost for the whole of the *service* at intervals no longer than [ ]

1. **Time**

|  |  |
| --- | --- |
| The *starting date* is | 1st June 2022 |
| The *service period date* is | 36 months |
| The Contractor submits revised plans at intervals no longer than |  |  |
| The period within which the Contractor is to submit a Task Order programme for acceptance is |  |  |

If no plan is identified in part The period after the Contract Data within which the Contractor is to submit a first

two of the Contract Data plan for acceptance is [ ]

1. **Quality Management**

The period after the Contract Date within which the *v*is to submit a quality policy statement and quality plan is [ n/a ]

1. **Payment**

The *currency of the contract* is the pound sterling

The assessment interval is monthly

The interest rate is 2 % per annum (not less than 2) above the base rate of the Bank of England.

|  |  |
| --- | --- |
| If the period in which payments are made is not three weeks and Y(UK) 2 is not used.If the period for certifying a final assessment is not thirteen weeks  | The period within which payments are made is 30 daysThe period for certifying a final assessment is |
|  |  |
|  |  |

n/a If Option C is used The Contractor’s *share percentages* and the *share ranges* are

 *share range Contractor’s* share percentage

 less than [ ]% [ ]%

 from [ ]% to [ ]% [ ]%

 from [ ]% to [ ]% [ ]%

 greater than [ ]% [ ]%

 The *Contractor’s* share is assessed on (dates)

 [ ]

n/a If Option C or E is used The *exchange rates* are those published in [ ] on [ ] (date)

1. **Compensation Events**

If Option A is used The *Value engineering percentage* is 50%, unless another percentage is stated here in which case it is [ ]%

If there are additional These are additional compensation events

compensation events

**8. Liabilities and Insurances**

See Contract Documentation/Additional Clauses for applicable Insurance information

If there are additional *client’s* liabilities there are additional *Client’s* liabilities

 (1) [ ]

 (2) [ ]

 (3) [ ]

The minimum amount of cover for insurance against loss of or damage to property (except Plant and Materials and Equipment) and liability for bodily injury to or death of a persona (not an employee of the *Contractor)* arising from or in connection with the *Contractor* Providing the Service for any one event is [ ]

The minimum amount of cover for insurance against death and of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with the contract for any one event is [ ]

If the *Client* is to provide Plant and Materials The insurance against loss of or damage to Plant and Materials and Equipment is to include cover for Plant and Materials provided by the Client for an amount of [ ]

If the *Client* is to provide any of the insurances The *Client* provides these insurances from the Insurance Table

stated in 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 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 *Contractor* 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 [ ]

**Resolving and avoiding disputes**

|  |  |  |
| --- | --- | --- |
| The *Senior Representatives* of the *Client* are  | The t*ribunal* is If the *tribunal* is arbitration  | The *arbitration* procedure isThe 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 [ ] |

|  |  |
| --- | --- |
| Name (1) | Daren Turner, Director (Housing)  |
| Address for communication | City Hall, Beaumont Fee, LINCOLN, LN1 1DB |
| Address for electronic communications | daren.turner@lincoln.gov.uk |
| Name (2) |  |
| Address for communication |  |
| Address for electronic communications |  |
|  |  |

|  |  |
| --- | --- |
| The Adjudicator is |  |
| Name  |  |
| Address for electronic communications |  |

The *Adjudicator* nominating body is n/a

|  |  |
| --- | --- |
| The *Client* provides this insurance: | N/A |

Appendix 2 Scope

Appendix 3 A*dditional conditions of contract*

1. . [↑](#footnote-ref-1)