

New Build Housing Development

Consultants

**Schedule 2 - Contract Data**

**NEC4 Professional Services Contract**

**March 2021**

Professional Service Contract

Contract Data Forms

**June 2017**

**(with amendments January 2019)**

**TRUST DEED**

|  |  |  |
| --- | --- | --- |
|  |  | This agreement is made between the *Client*, the *Consultant* and the Named Suppliers. |
|  | Terms in this deed have the meanings given to them in the contract between and . . . . . . . . . . . for (the *service*). |
|  | **Background** |
|  | The *Client* and the *Consultant* have entered into a contract for the *service.* |
|  | The Named Suppliers have entered into contracts with the *Consultant* or a Subcontractor in connection with the *service*. |
|  | The *Consultant* has established a Project Bank Account to make provision for payment to the *Consultant* and the Named Suppliers. |
|  | **Agreement** |
|  | The parties to this deed agree that   * sums due to the *Consultant* and Named Suppliers and set out in the Authorisation are held in trust in the Project Bank Account by the *Consultant* for distribution to the *Consultant* and Named Suppliers in accordance with the banking arrangements applicable to the Project Bank Account, * further Named Suppliers may be added as parties to this deed with the agreement of the *Client* and *Consultant*. The agreement of the *Client* and *Consultant* is treated as agreement by the Named Suppliers who are parties to this deed, * this deed is subject to the law of the contract for the service, * the benefits under this deed may not be assigned. |
|  | **Executed as a deed on** . . . . . . . . . . . . . . . . . . . |
|  | **by**  . . . . . . . . . . . . . . . . . . . . . . . (*Client*)  . . . . . . . . . . . . . . . . . . . . . . . (*Consultant*)  . . . . . . . . . . . . . . . . . . . . . . .  . . . . . . . . . . . . . . . . . . . . . . .  . . . . . . . . . . . . . . . . . . . . . . .  . . . . . . . . . . . . . . . . . . . . . . .  (Named Suppliers) |

**JOINING DEED**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  |  |  | This agreement is made between the *Client*, the *Consultant* and . . . . . . . . . (the Additional Supplier). |
|  |  |  |  | Terms in this deed have the meanings given to them in the contract between . . . . . . . . . and . . . . . . . . . . . . . . for . . . . . . . . . . . . . . (the *service*). |
|  |  |  |  | **Background** |
|  |  |  |  | The *Client* and the *Consultant* have entered into a contract for the *service.* |
|  |  |  |  | The Named Suppliers have entered into contracts with the *Consultant* or a Subcontractor in connection with the *service*. |
|  |  |  |  | The *Consultant* has established a Project Bank Account to make provision for payment to the *Consultant* and the Named Suppliers. |
|  |  |  |  | The *Client*, the *Consultant* and the Named Suppliers have entered into a deed as set out in Annex 1 (the Trust Deed), and have agreed that the Additional Supplier may join that deed. |
|  |  |  |  | **Agreement** |
|  |  |  |  | The Parties to this deed agree that   * the Additional Supplier becomes a party to the Trust Deed from the date set out below, * this deed is subject to the law of the contract for the *service*, * the benefits under this deed may not be assigned. |
|  |  |  |  | **Executed as a deed on** . . . . . . . . . . . . . . . . . . . |
|  |  |  |  | **by** |
|  |  |  |  | . . . . . . . . . . . . . . . . . . . . . . . (*Client*) |
|  |  |  |  | . . . . . . . . . . . . . . . . . . . . . . . (*Consultant*) |
|  |  |  |  | . . . . . . . . . . . . . . . . . . . . . . . (Additional Supplier) |

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 (with amendments January 2019)

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

|  |  |
| --- | --- |
| Secondary Options | X2, X4, X9, X10, X11, X18, X20, Y(UK)2, Y(UK)3 |

|  |  |
| --- | --- |
| The *service* is | Consultancy services in relation to the design and delivery of new build housing. |

The *Client* is

|  |  |
| --- | --- |
| Name | Gosport Borough Council |

|  |  |
| --- | --- |
| Address for communications | Town Hall  High Street  Gosport  PO12 1EB |

|  |  |
| --- | --- |
| Address for electronic communications | [Julie.smith@gosport.gov.uk](mailto:Julie.smith@gosport.gov.uk) |

The *Service Manager* is

|  |  |
| --- | --- |
| Name | Adam Hardwick |

|  |  |
| --- | --- |
| Address for communications | Portsmouth City Council  Somerstown Housing Office, Mezzanine  Tyseley Road,  Portsmouth PO5 4EZ |

|  |  |
| --- | --- |
| Address for electronic communications | Adam.hardwick@portsmouthcc.gov.uk |

|  |  |
| --- | --- |
| The Scope is in | Schedule 4 - Scope of Service |

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

|  |  |
| --- | --- |
| The *law of the contract* is the law of | England and Wales, subject to the jurisdiction of the courts of England and Wales |

|  |  |  |
| --- | --- | --- |
| The *period for reply* is | 10 working days | 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 termination |

The following matters will be included in the Early Warning Register

|  |
| --- |
| Please refer to Risk Register. |

|  |  |
| --- | --- |
| Early warning meetings are to be held at intervals no | |
| longer than | 4 weeks |

**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) | As per consultants programme |  | TBC |

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

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

|  |  |
| --- | --- |
| The *Consultant* prepares forecasts of the total *expenses* at | |
| intervals no longer than | 1 month |

If Option A is used

|  |  |
| --- | --- |
| The *Consultant* prepares forecasts of the total Defined Cost | |
| plus Fee and *expenses* at intervals no longer than | N/A |

If Option C or E is used

**3 Time**

|  |  |
| --- | --- |
| The *starting date* is | 04/10/2021 |

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

access *access date*

|  |  |  |  |
| --- | --- | --- | --- |
| (1) | The Sites |  | 25/10/2021 |

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

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

|  |  |
| --- | --- |
| The *Consultant* submits revised programmes at intervals no | |
| longer than | 3 months |

If the *Client* has decided

the *completion date* for the whole of the *service*

~~If no programme is identified in part two of the Contract Data~~

|  |  |
| --- | --- |
| The *completion date* for the whole of the *service* is | TBC - based on consultants programme |

|  |  |
| --- | --- |
| ~~The period after the Contract Date within which the~~ | |
| *~~Consultant~~* ~~is to submit a first programme for acceptance is~~ |  |

**4 Quality management**

|  |  |
| --- | --- |
| The period after the Contract Date within which the *Consultant* | |
| is to submit a quality policy statement and quality plan is | 4 weeks |

|  |  |
| --- | --- |
| The period between Completion of the whole of the *service* | |
| and the *defects date* is | 52 weeks |

**5 Payment**

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

|  |  |
| --- | --- |
| The *assessment interval* is | Monthly |

~~If the~~ *~~Client~~* ~~states any The~~ *~~expenses~~* ~~stated by the~~ *~~Client~~* ~~are~~

*~~expenses~~*

~~item amount~~

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

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

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

|  |  |  |  |
| --- | --- | --- | --- |
| Base lending | 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~~

~~If Option C or E is used and the~~ *~~Client~~* ~~states any locations~~

|  |  |
| --- | --- |
| ~~The period within which payments are made is~~ |  |

|  |  |
| --- | --- |
| ~~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~~ |  | ~~%~~ |  | ~~%~~ |

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

~~If Option C or E is used~~

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

**6 Compensation events**

If there are additional These are additional compensation events

|  |
| --- |
| None |

**8 Liabilities and insurance**

If there are additional

*Client’s* liabilities

These are additional *Client’s* liabilities

|  |  |
| --- | --- |
| (1) | None |

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

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

The minimum amount of cover and the periods for which the *Consultant* maintains insurance are

|  |  |  |
| --- | --- | --- |
| **EVENT** | **MINIMUM AMOUNT OF COVER** | **PERIOD FOLLOWING COMPLETION OF THE WHOLE OF THE *SERVICE* OR TERMINATION** |
| The *Consultant’s* failure to  use the skill and care normally used by professionals providing services similar to the *service* | |  | | --- | | £2millon | | in respect of each claim, without limit to the number of claims | | 12 years |
| Loss of or damage to property and liability for bodily injury to or death of a person (not an employee of the *Consultant*) arising from or in connection with the *Consultant* Providing the Service | |  | | --- | | £10million | | in respect of each event, without limit to the number of events | | 12 years |
| Death of or bodily injury to employees of the *Consultant* arising out of and in the course of their employment in connection with the contract | |  | | --- | | £5million | | in respect of each event, without limit to the number of events | | 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 The~~ *~~Client~~* ~~provides these additional insurances to be provided~~

|  |  |
| --- | --- |
| ~~(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~~* ~~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 the contract, other than | |
| the excluded matters is limited to | Unlimited |

**Resolving and avoiding disputes**

|  |  |
| --- | --- |
| The *tribunal* is | Arbitration |

|  |  |
| --- | --- |
| The *arbitration procedure* is | The latest version of the Institute of Civil Engineers Arbitration Procedure or any amendment or modification to it in force when the arbitrator is appointed |

If the *tribunal* is arbitration

|  |  |
| --- | --- |
| The place where arbitration | |
| is to be held is | A mutually convenient location in Gosport, Hampshire, England |

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

|  |
| --- |
| Institute of Civil Engineers |

The *Senior Representatives* of the *Client* are

|  |  |
| --- | --- |
| Name (1) | Paul Grant |

|  |  |
| --- | --- |
| Address for communications | Town Hall  High Street  Gosport  PO12 1EB |

|  |  |
| --- | --- |
| Address for electronic communications | Paul.grant@gosport.gov.uk |

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

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

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

The *Adjudicator* is

|  |  |
| --- | --- |
| Name | TBC |

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

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

|  |  |
| --- | --- |
| The *Adjudicator nominating body* is | The Institution of Civil Engineers |

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

~~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 the law**

|  |  |
| --- | --- |
| The *law of the project* is | England and Wales, subject to the jurisdiction of the courts of England and Wales |

If Option X2 is used

**~~X3: Multiple currencies (used only with Option A)~~**

~~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~~**

|  |  |  |
| --- | --- | --- |
| ~~The bonus for the whole of the~~ *~~service~~* ~~is~~ |  | ~~per day~~ |

~~If Option X6 is used without~~

~~Option X5~~

~~If Option X6 is used with The~~ *~~bonus~~* ~~for each~~ *~~section~~* ~~of the~~ *~~service~~* ~~is~~

~~Option X5~~

*~~section~~* ~~description amount per day~~

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

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

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

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

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

**~~X7: Delay damages~~**

|  |  |  |
| --- | --- | --- |
| ~~Delay damages for Completion of the whole of the~~ *~~service~~* ~~are~~ |  | ~~per day~~ |

~~If Option X7 is used without~~

~~Option X5~~

~~If Option X7 is used with Delay damages for each~~ *~~section~~* ~~of the~~ *~~service~~* ~~are~~

~~Option X5~~

*~~section~~* ~~description amount per day~~

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

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

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

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

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

**~~X8: Undertakings to 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 | 4 weeks |

**~~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~~

|  |
| --- |
|  |

~~The Partnering Information is in~~

|  |
| --- |
|  |

**~~X13: Performance bond~~**

|  |  |
| --- | --- |
| ~~The amount of the performance bond is~~ |  |

If Option X13 is used

**X18: Limitation of liability**

|  |  |
| --- | --- |
| The *Consultant’s* liability to the *Client* for indirect or | |
| consequential loss is limited to | Unlimited |

If Option X18 is used

|  |  |
| --- | --- |
| The *Consultant’s* liability to the *Client* for Defects that are | |
| not found until after the *defects date* is limited to | Unlimited |

|  |  |  |
| --- | --- | --- |
| 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)**

|  |  |
| --- | --- |
| The *incentive schedule* for Key Performance Indicators is in | Schedule 1 - Part 4 |

If Option X20 is used

|  |  |  |
| --- | --- | --- |
| A report of performance against each Key Performance | | |
| Indicator is provided at intervals of | 3 | months |

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

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

**Y(UK)2: The Housing Grants, Construction and Regeneration Act 1996**

If Option Y(UK)2 is used and the final date for payment is not fourteen days after the date on which payment becomes due

|  |  |  |
| --- | --- | --- |
| The period for payment is | 21 | 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*

|  |  |  |
| --- | --- | --- |
| None |  | None |

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

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

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

~~If Y(UK)3 is used with~~

~~term~~ *~~beneficiary~~*

~~Y(UK)1 the following entry is added to the table for Y(UK)3~~

|  |
| --- |
| ~~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

|  |
| --- |
|  |

**Amendments to Core Clauses**

**Clause 11.2** Add new sub-clause 11.2 (14):

Services Period is the *Services Period* from the Contract Date to the Completion Date.

**Clause 11.2** Add new definitions as follows:

|  |  |
| --- | --- |
| Contractors Design Documents | are the drawings, design details and specifications of work, Plant and Materials prepared by the *Contractor* for the *works*.” |
| Document or Documents | are data, records, reports, documents, manuals, designs, drawings, plans, specifications of any nature in any form or medium (excluding proprietary software). |
| Disclosure Request | A **Disclosure Request** is a request for information relating to this contract received by the *Client* pursuant to the Freedom of Information Act 2000, the Environmental Information Regulations 2004 or otherwise. |
| Intellectual Property Rights | are any current and future legal and equitable interests in patents, trademarks, design rights, copyright, know-how and other similar rights, whether or not registered or capable of registration. |
| **Material( or Materials** | means all documents including but not limited to designs, drawings, models, plans, specifications, design details, photographs, brochures, reports, notes of meetings, CAD materials, calculations, schedules, programmes, bills of quantities, budgets and any other materials provided in connection with the *services* and all updates, amendments, additions and revisions to them and any works, designs or inventions incorporated or referred to in them for any purpose relating to the *services*. |
| **Permitted Uses** | means the design, construction, completion, reconstruction, modification, refurbishment, development, maintenance, funding, management, disposal, letting, occupation, fitting-out, advertisement, demolition, reinstatement, extension and repair of the *services*. |
| Prohibited Acts | 1. Corruptly offering, giving or agreeing to give any person an inducement or reward in respect of this or any other *Client* contract (even if the Contractor does not know this has been done); 2. Showing or forbearing to show favour or disfavour to any person in relation to this Contract or any other contract with the *Client*; 3. Committing any offence under the Bribery Act 2010; or 4. Committing an offence under sub-section (2) of Section 117 of the Local Government Act 1972 |

**Clause 13** Add new sub-clause 13.10 as below:

Subject to receipt of a Disclosure Request referred to in clause Z8.2 below, the Parties shall not disclose to any third party information obtained in connection with this contract except where necessary to enable them to carry out their duties under this contract.

**Clause 15.1** Amend line 8 of sub-clause 15.1 as follows:

Delete ‘The *Consultant* may give ….’

and

Add ‘The *Consultant* must give ….’

**Clause 20** Add new sub-clause 20.4:

A *Client* instruction is to be immediately implemented by the *Consultant* unless it will cause a significant compensation event that the *Consultant* believes the *Client* is unaware of. In such a case written notification must be provided to the *Client* within 48 hours.

**Clause 30.2** After the words ‘….certifies it within’

Delete

the words ‘one week’

and

replace with ’10 days….’

**Clause 34** Add new sub-clause 34.2:

The *Client's* nominated Safety Officer may stop any work they consider is unsafe until they are satisfied that a notice, approved by the *Client*, has been provided to them in writing by the *Consultant’s* Safety Officer, showing that a safe manner of working practice has been adopted. Any work so terminated will not constitute a compensation event.

**Clause 64.3** Add new final sentence:

The *Service Managers* assessment is final, subject only to Option W1.

**Clause 70** Delete clause 70 and sub-clauses 70.1 through to and including sub-clause 70.4 substituting them by the following clauses:

70.1 The *Consultant* and any Subcontractoragrees that the Client owns all Intellectual Property Rights in all Material prepared for this contract by or on behalf of the Consultant

70.2 The Consultant assigns to the Client all present and future Intellectual Property Rights in all Material created by the Consultant any Subcontractor in providing the Works. The Consultant agrees it will obtain from any Subcontractor equivalent rights over the Material prepared by the Subcontractor.

70.3.The Consultant will make available to the Client all Material created by the Consultant or any Subcontractor in Providing the services in their possession at the time it is needed by the *Client* for use by the Client to carry out any statutory duty or perform any function in connection with the Site or the works either before or after Completion. The Consultant and/or Subcontractor will make available the Material in the format specified in the Works Information.

70.4 The Consultant has the right to use Material provided by the Client only to provide the services. The *Client* permits the Consultant to make this right available to the Subcontractors. On Completion of the whole of the services or termination of the Consultant and/or the Subcontractor returns all Material to the Client.

Where any Material created by the Contractor or by any Subcontractor are held on computer or in other machine readable format, the Consultant and any Subcontractor will provide a licence for and supply any software necessary to enable the Client and/or his representatives to access and use Material for the purpose of performing any statutory duty or carrying out any function in connection with the Site or the works either before or after Completion.

The Consultant agrees it shall do anything reasonably necessary to confirm the terms of any assignment of Intellectual Property Rights or license to use the Materials so that they belong absolutely to the *Client.*

The Consultant may retain copies of the Material for the period stated in the Services Information and agrees to provide copies of the Material to the Client at the times and in the format stated in the Services Information.

**Clause 81** Add new sub-clause 81.3:

The insurances shall allow for claims made by or on behalf of the *Client* and claims for damage to the *Clients* property, to be paid directly to the *Client*.

**Amendments to Option X2**

**Clause X2.1** After the words ‘….the *law of the project*’

add

‘stated in the Contract Data……’

**Amendments to Option X9**

**Clause X9** Amend sub-clause X9.1 so that the word “material” in line one reads:

“*Material*”

and so that the word “documents” in line six reads:

“*Documents*”

**Clause X9** Add new sub-clause X9.2

The Consultant shall not be liable in respect of any direct or indirect loss howsoever it might arise for use by the *Client* of the Material for any purpose other than for that which it was prepared and / or provided.

**Amendments to Option X10**

**Clause X10** Add new sub-clause X10.3:

The *Service Manager*, after notifying the *Consultant*, may delegate any of his actions and may cancel any delegation. A reference to an action of the *Client* or the *Service Manager* in this Contract includes an action by their delegate.

**Amendments to Option X11**

**Clause X11.2** Delete Clause X11.2 in its entirety.

**Amendments to Option X20**

**Clause X20.2** Delete and replace with the following:

‘From the starting date until the *defects date,* the *Client* reports to the *Consultant* the *Consultant’s* performance against each of the Key Performance Indicators. Reports are provided at the intervals stated in the Contract Data and include the forecast final measurement against each indicator.’

**Clause X20.3** Delete and replace with the following:

‘If the forecast final measurement against a Key Performance Indicator will not achieve the target stated in the Incentive Schedule, the *Consultant* submits to the *Client* his proposals for improving performance.’

**Clause X20.4** Delete and replace with the following:

‘The *Consultant* acknowledges:

a. the right of the *Client* to terminate the Contract on account of inadequate performance according to the criteria set out in Schedule 3 – (Part 2);

b. that such criteria shall be non-exclusive and that the *Client* may terminate the Contract in any event where such termination is justified by reference to any other provision of the Contract or the general law including justification founded in performance relative to a particular Key Performance Indicator or combination of Key Performance Indicators not specifically prescribed in Schedule 3 – (Part 2) as justifying termination.

**Clause X20.5** After the words ‘….Key Performance Indicator’

Delete

the words ‘and associated payment’

**Clause X20.5** After the words ‘….Incentive Schedule’ (first mention)

Delete

the remainder of the sentence.

**Amendments to Option Y(UK)2**

Y2.2 replace the third paragraph with the following:

The *Consultant’s* invoice is the notice of payment specifying the sum that the *Consultant* considers to be due at the payment due date (the notified sum). The *Consultant’s* invoice states the basis on which the amount is calculated and includes details of the calculation in accordance with the contract.

**Z1.0 Priority of Documents**

**Z1.1** The following documents together constitute this Contract

* this Agreement;
* the additional conditions of contract (Option Z);
* the amendments to Core Clauses;
* the amendments to Option W2;
* the amendments to Option X2;
* the amendments to Option X9;
* the amendments to Option X10;
* the amendments to Option X11;
* the amendments to Option X20;
* the amendments to Option Y(UK)2;
* the conditions of contract (excluding the additional conditions of contract);
* Schedule 2 - Contract Data and the documents referred to in it (excluding the *conditions of contract*);
* Schedule 3 – Scope of Service and the documents referred to in it;

with the first listed document having the highest priority in the event of a conflict between documents.

**Z2.0** **Core Clause 11 Identified and defined terms**

**Z2.1** Reference to a clause is a reference to the whole of that clause unless stated otherwise.

**Z2.2** When in the opinion of the *Client* the *Consultant’s* work is failing to achieve the required standard and the situation has been recorded as such for two consecutive months or two individual months in any six months, then the *Client* shall be entitled to determine the Contract in accordance with Clause 90 with the amount due to be calculated in accordance with Clause 92.

**Z3.0 Environmental Requirements**

**Z3.1** The *Consultant* shall perform their Environmental obligations under the Contract to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.

**Z4.0 Severability**

**Z4.1** The illegality, invalidity or unenforceability of any part of the Contract will not affect the legality or enforceability of the remainder.

**Z4.2** If any such part as aforesaid is found by any competent Court or authority to be illegal or unenforceable the Parties agree that they will substitute provisions in a form as similar to the offending provisions as is possible without thereby rendering them illegal invalid or unenforceable.

**Z5.0 Value Added Tax**

**Z5.1** Prices and charges quoted in this Contract shall exclude VAT. All invoices and charges must show VAT as a separate figure at the ruling rate.

**Z6.0 Waiver**

**Z6.1** The failure of either party to insist upon strict performance of any provision of the Contract, or the failure of either party to exercise, or any delay in exercising, any remedy shall not constitute a waiver of that right or remedy and shall not cause diminution of the obligations established by the Contract.

**Z6.2** No waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other party in writing.

**Z7.0 Disclosure of Information**

**Z7.1** A **Disclosure Request** is a request for information relating to this Contract received by the *Client* pursuant to the Freedom of Information Act 2000,the Environmental Information Regulations 2004 or otherwise.

**Z7.2** The *Consultant* acknowledges that the *Client* may receive Disclosure Requests and that the *Client* may be obliged (subject to the application of any relevant exemption and, where applicable, the public interest test) to disclose information (including commercially sensitive information) pursuant to a Disclosure Request. Where practicable, the *Client* consults with the *Consultant* before doing so in accordance with the relevant Code of Practice. The *Consultant* shall use his best endeavours to respond to any such consultation promptly and within any deadline set by the *Client* and acknowledges that it is for the *Client* to determine whether or not such information should be disclosed.

**Z7.3** When requested to do so by the *Client*, the *Consultant* shall promptly provide information in its possession relating to this contract and assist and co-operate with the *Client* to enable the *Client* to respond to a Disclosure Request within the time limit set out in the relevant legislation.

**Z7.4** The *Consultant* shall promptly pass any Disclosure Request which it receives relating to this Contract to the *Client*. The *Consultant* shall not respond directly to a Disclosure Request unless instructed to do so by the *Client*.

**Z8.0 Compliance with Legislation**

**Z8.1** The *Consultant* shall provide the *services* in a proper and workmanlike manner and in compliance with all statutes, statutory instruments, regulations, rules and orders made under any statute or directive having the force of law which affect the *services* or performance of any obligations under this Contract and any regulation or byelaw of any local authority or statutory undertaker which has any jurisdiction with regard to the *services* or with whose systems the *services* are, or are to be, connected.

**Z9.0 Assignment**

**Z9.1** The *Consultant* shall not assign his interest in or any rights under this Contract without the consent of the *Client*. The *Client* may assign, charge or transfer his interest in this Contract or any rights arising under it at any time without the consent of the *Consultant* and the *Client* shall notify the *Consultant* of any such assignment, charge or transfer.

**Z10.0 Fair Payment**

**Z10.1** The *Consultant* assesses the amount due to a Subconsultant without taking into account the amount paid by the *Client*.

**Z10.2** The *Consultant* includes in the contract with each Subconsultant a period for payment of the amount due to the Subconsultant not greater than 19 days after the due date in this Contract. The amount due includes, but is not limited to, work which the Subconsultant has completed from the previous assessment date up to the current assessment date in this Contract. A provision requiring the Subconsultant to include in each sub-subcontract the same requirement, except that the period for payment is to be no greater than 23 days after the due date in this Contract. A provision requiring the Subconsultant to assess the amount due to a sub-subconsultant without taking into account the amount paid by the *Consultant*.

**Z10.3** The due date in this Contract is 30 days following the date on which the *Consultant* presents his invoice to the *Client* for the amount assessed as being due.

**Z10.4** The *Consultant* notifies non-compliance with the timescales for payment through the Efficiency and Reform Group Supplier Feedback Service. The *Consultant* includes this provision in each subcontract and required Subconsultants to include the same provision in each sub-subcontract.

**Z11.0 Termination for Prohibited Acts**

**Z11.1** The following definitions shall have the following meanings in relation to this clause Z12

“Prohibited Act” means:

a. corruptly offering, giving or agreeing to give any person an inducement or reward in respect of this or any other *Client* Contract even if the *Consultant* does not know this has been done);

b. showing or forbearing to show favour or disfavour to any person in relation to this Contract or any other contract with the *Client*;

c. committing any offence under the Bribery Act 2010; or

d. committing an offence under sub-section (2) of Section 117 of the Local Government Act 1972.

**Z11.2** If a Prohibited Act is committed by the *Consultant* or any of its representatives, not acting independently of the *Consultant*, then the *Client* may without prejudice to any accrued rights or remedies under the Contract, terminate the Contract forthwith by written notice having immediate effect.

**Z11.3** Any notice of termination under this clause Z12 shall specify the nature of the Prohibited Act, the identity of the party whom the *Client* believes has committed the Prohibited Act and the date on which the Contract will terminate, in accordance with the applicable provision of this clause Z12.

**Z12.0 Termination**

**Z12.1** The *Client* may terminate the contract in line with completion of the *services* as follows:

1. The results of the feasibility study show the scheme is not viable due to budgetary constraints or any other matter that the *Client* views as making the project(s) not viable.
2. Failure to obtain Planning Permission following submission of the application.
3. Failure to obtain approval under building regulations following submission of the application.
4. The cost of returned tenders is considered prohibitive.
5. Upon completion of any RIBA Workstage for any Site at the discretion of the *Client*.

**Z14.0 The Scope**

Z14.1 The Contract Data should be read in conjunction with the Scope and supporting documents referred to therein, all forming the Conditions of Contract.

**Z15.0 Services Regulations**

Z15.1 All work carried out to or which affects new or existing services must be in accordance with the Bye Laws or Regulations of the relevant Statutory Authority.

**Z16.0 Equal opportunities**

Z16.1 The *Client* is committed to deliver Equal Opportunities for both its staff and customers.

Z16.2 The *Client* seeks to ensure that all its employees, including volunteers and every member of the community feel that they have been fairly treated and recognise that some disadvantage has been experienced by individuals and groups in the past. It wholeheartedly accepts, therefore, its legal responsibilities to safeguard the rights of individuals and groups and to ensure the achievement of its core values.

Z16.3 The *Client* therefore is committed to pursuing an active and positive strategy for change through

* the delivery of policy and good practice for all employees and customers
* the production and implementation of Business Plans reviewed on an annual basis for equality of opportunity and access in employment and service delivery

Z16.4 The Client opposes all forms of discrimination on the basis of racial or ethnic origin, religious belief, colour, gender, marital status, age, sexual orientation or disability. The Client intends to implement equality policies in relation to the way it manages its business, its employment practices and the delivery of its services.

Z16.5 The Client recognises and values the importance of each individual within the whole community it serves. It therefore believes that as a service provider it should consult with the community receiving its services in order to ensure that they are relevant and accessible to all. It identifies a particular need to consult with groups likely to be disadvantaged in service delivery such as members of minority ethnic groups, women and people with disabilities.

Z16.6 The Client recognises the relationship between its own employment practices, the composition of its workforce and its ability to realise its goals in equality of access.

Z16.7 The Client views the promotion of fairness and equality as a mainstream activity and therefore as the responsibility of all its employees, volunteers and managing committee members.

Z16.8 It is expected that all Consultants and their employees will operate in accordance with the ethos of the above statements.

**Z17.0 Discrimination**

Z17.1 The Consultant is required to have in place an equal opportunities policy. This policy must specify that the Consultant will not treat staff less favourably on the grounds of their colour, race, ethnic or national origin, nationality (including citizenship), marital status, sex, sexual orientation, religion or belief, or because they have a disability. The policy must also specify that the Consultant will not tolerate behaviour, which is inconsistent with it, and detail the measures it will take if this occurs.

The Gosport Borough Council document referring to Equality and Diversity which must be followed can be found in Appendix 1 - Commitment to Equality and Diversity.

Z17.2 The *Consultant* does not discriminate directly or indirectly or by way of victimisation or harassment against any person contrary to the Equality Act 2010 (and legislation/code referred to therein)(the "Discrimination Acts").

Z17.3 Where possible in providing the *services*, the *Consultant* co-operates with and assists the *Client* to satisfy its duty under the Discrimination Acts to eliminate unlawful discrimination and to promote equality of opportunity between persons of different racial groups and between disabled people and other people.

Z17.4 Where an employee or subconsultant employed by the *Consultant* is required to carry out any activity at the *Client's* premises, the *Consultant* must ensure that each such employee or subcontractor complies with the *Client's* employment policies and codes of practice relating to discrimination and equal opportunities.

Z17.5 The *Consultant* notifies the *Client* in writing as soon as he becomes aware of any investigation or proceedings brought against the *Consultant* under the Discrimination Acts in connection with this contract and provide any information requested by the investigating body, court or tribunal in the timescale allotted. Attend (and permits a representative from the *Client* to attend) any associated meetings, promptly allow access to any relevant documents and information and co-operates fully and promptly with the investigatory body, court or tribunal.

Z17.6 The *Consultant* indemnifies the *Client* against all costs, charges, expenses (including legal and administrative expenses) and payments made by the *Client* arising out of or in connection with any investigation or proceedings under the Discrimination Acts resulting from any act or omission of the *Consultant*.

Z17.7 The *Consultant* should include in the conditions of contract for each subconsultant obligations substantially similar to those set out above.

Z17.8 In the event that the *Consultant* is permitted by the Project Manager to enter into any sub-contract in connection with this Contract, it shall impose obligations on its sub-*Consultant*s in terms substantially similar to those imposed on it pursuant to this Condition X4.

**Z18.0 Data Protection**

Z18.1 In this Clause the following terms take the following meanings:

**Consultant Personnel** means all directors, officers, employees, agents, consultants of the Consultant and/or of any subcontractor engaged in the performance of the Consultant's obligations under this contract.

**Controller, Data Subject, Data Protection Officer, Personal Data, Personal Data Breach** and **Processor** all take their respective meanings given in the Data Protection Legislation.

**Data Loss Event**: any event that results, or may result, in unauthorised access to Personal Data held by the Consultant under this contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this contract, including any Personal Data Breach.

**Data Protection Legislation**: (i) the General Data Protection Regulation (Regulation (EU) 2016/679), the Law Enforcement Directive (Directive (EU) 2016/680) and any applicable national implementing laws as amended from time to time (ii) the Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy; (iii) all applicable law about the processing of personal data and privacy;

**Data Subject Access Request**: a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.

**Protective Measures**: appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it.

Z18.2 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the Controller and the Consultant is the Processor. The only processing that the Consultant is authorised to do is listed in this Clause X5.2 by the Client and may not be determined by the Consultant:

Z18.2.1 Subject matter of the processing;

It is not foreseen that personal data will be provided for processing. If personal data is captured during inspection it shall be processed and handled according to the data protection regulation.

Z18.2.2 Duration of the processing;

Permitted during the contract duration between Monday 4th October 2021 and Completion of the Services (date TBC).

Z18.2.3 Nature and purposes of the processing;

Recording and using contact information, advising time sheets and costs of services or photographs which accidentally capture images of staff or service users to enable the service to be carried out.

Z18.2.4 Type of Personal Data;

Personal data collected as part of this contract includes

* Photographs which may capture staff and service users accidentally;
* Time records/time sheets of worked hours and rates of pay for persons involved in the contract;
* Contact details, including address and telephone numbers of employees of both the *Client* and the *Consultant* and stake holders

Z18.2.5 Categories of Data Subject;

Data subjects may be *Consultants* and *Client's* staff, facility staff and service users.

Z18.2.6 Plan for Destruction of Data;

Personal data will be retained for as long as there is a business need to enable the service to be carried out and to support requests for further information from the *Client* and/or relevant legislation applies after which time it will be disposed of securely.

Z18.3 The Consultant shall notify the Client immediately if it considers that any of the Client's instructions infringe the Data Protection Legislation.

Z18.4 The Consultant shall, in relation to any Personal Data processed in connection with its obligations under this contract:

Z18.4.1 process that Personal Data only in accordance with Clause Z18.2 unless the Consultant is required to do otherwise by law. If it is so required the Consultant shall promptly notify the Client before processing the Personal Data unless prohibited by law;

Z18.4.2 ensure that it has in place Protective Measures, which have been reviewed and approved by the Client as appropriate to protect against a Data Loss Event;

Z18.4.3 ensure that the Consultant Personnel do not process Personal Data except in accordance with this contract (and in particular Clause Z3.2);

Z18.4.4 not transfer Personal Data outside of the United Kingdom unless the prior written consent of the Client has been obtained.

Z18.4.5 at the written direction of the Client, delete or return Personal Data (and any copies of it) to the Client on termination of the contract unless the Consultant is required by law to retain the Personal Data.

Z18.5 Subject to clause Z18.6, the Consultant shall notify the Client immediately if it:

Z18.5.1 receives a Data Subject Access Request;

Z18.5.2 receives a request to rectify, block or erase any Personal Data;

Z18.5.3 receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;

Z18.5.4 receives any communication from the Information Commissioner in connection with Personal Data processed under this contract;

Z18.5.5 receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by law; or

Z18.5.6 becomes aware of a Data Loss Event.

Z18.6 The Consultant’s obligation to notify under clause X5.5 shall include the provision of further information to the Client in phases, as details become available.

Z18.7 The Consultant shall provide the Client with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under Clause Z18.5.

Z18.8 The Consultant shall maintain complete and accurate records and information to demonstrate its compliance with this clause Z18.

Z18.9 The Consultant shall allow for audits of its Data Processing activity by the Client or the Client’s designated auditor.

Z18.10 The Consultant shall designate a Data Protection Officer if required by the Data Protection Legislation.

Z18.11 Before allowing any subprocessor or subcontractor to process any Personal Data related to this contract, the Consultant must obtain the written consent of the Client.

Z18.12 The Consultant shall remain fully liable for all acts or omissions of any subprocessor or subcontractor

**Z19.0 Disclosure of Information**

Z19.1 Subject to receipt of a Disclosure Request referred to below, the Parties shall not disclose to any third party information obtained in connection with this contract except where necessary to enable them to carry out their duties under this contract.

Z19.2 A Disclosure Request is a request for information relating to this Contract received by the Client pursuant to the Freedom of Information Act 2000, the Environmental Information Regulations 2004 or otherwise.

Z19.3 The Consultant acknowledges that the Client may receive Disclosure Requests and that the Client may be obliged (subject to the application of any relevant exemption and, where applicable, the public interest test) to disclose information (including commercially sensitive information) pursuant to a Disclosure Request. Where practicable, the Client consults with the Consultant before doing so in accordance with the relevant Code of Practice. The Consultant shall use his best endeavours to respond to any such consultation promptly and within any deadline set by the Client and acknowledges that it is for the Client to determine whether or not such information should be disclosed.

Z19.4 When requested to do so by the Client, the Consultant shall promptly provide information in its possession relating to this contract and assist and co-operate with the Client to enable the Client to respond to a Disclosure Request within the time limit set out in the relevant legislation.

Z19.5 The Consultant shall promptly pass any Disclosure Request which it receives relating to this Contract to the Client. The Consultant shall not respond directly to a Disclosure Request unless instructed to do so by the Client.

**Z20.0 Third Party Communication**

Z20.1 In all external communications relating to the services other than purely administrative or technical, the Consultant:

* shall have regard to the policies and aspirations of the Client
* shall have regard to the Client’s requirement for positive publicity
* shall comply with the Client’s complaints procedure.

Z20.2 The Consultant will obtain the authority of the Client before communicating with Members of Parliament, City Councillors, other local and neighbouring authorities, the media or any individual or body on a general or subject-specific basis related to this contract.

Z20.3 Where authority is given for:

* oral communication - the Consultant, following the communication, informs the Client of the content as soon as practicable
* written communication - the Consultant provides to the Client a full copy of the whole correspondence within 2 days.

Z20.4 Where no authority has been given to the Consultant for communication on a subject and he is approached on it, he will:

* arrange a deferred response by the Client
* immediately provide the Client with response options and a recommendation for adoption.

Z20.5 Press releases are to be pursued positively and actively by the submission of draft releases by the Consultant to the Client, who arranges for their release to the media. The Consultant does not issue any press release relating to this Contract or any work commissioned by the Client unless instructed or approved in writing by the Client to do so.

Z20.6 Under no circumstances is the Consultant or his staff to respond to any communication, the subject of which is known to be under litigation involving the Client other than as described below:

* in the case of a written communication it is passed immediately to the Client with a plain acknowledgement to the sender to that effect
* in the case of an oral communication the Consultant seeks a written communication and failing this takes note of the content before a witness wherever possible, taking care to make no response other than acknowledgement of the understanding of the content and intent of handing the matter to the Client for his consideration. The matter is handed to the Client by means of a detailed note of the conversation including the responses made by the Consultant.

# Z21.0 Additional COVID -19 Clauses

**Z21.1**  **Termination**

Z.21.1 Any suspension of works that arises as a result of COVID-19 or any other epidemic or pandemic shall not constitute grounds to terminate this contract under clause 90, unless agreed by both parties.

**Z21.2** **Force Majeure**

Z21.2.1 Neither party shall rely on COVID-19 or any other epidemic or pandemic as a force majeure event for the purposes of meeting their obligations under this contract.

**Z21.3 Compensation Events**

Z21.3.1 Where the service has been, is being or is likely to be delayed beyond the relevant completion date by a change in Government policy in relation to COVID - 19 or any other epidemic or pandemic, this will be treated as a *Compensation Event*, provided that the Consultant complies with clause 60.

**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 |  |

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

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

|  |  |  |
| --- | --- | --- |
| The *fee percentage* is |  | % |

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**

|  |  |
| --- | --- |
| The Scope provided by the *Consultant* is in |  |

If the *Consultant* is to

provide Scope

**3 Time**

|  |  |
| --- | --- |
| The programme identified in the Contract Data is |  |

If a programme is to be

identified in the

Contract Data

|  |  |
| --- | --- |
| The *completion date* for the whole of the *service* is |  |

If the *Consultant* is to decide

the *completion date* for the

whole of the *service*

**5 Payment**

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

item amount

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

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

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

|  |  |
| --- | --- |
| The *activity schedule* is |  |

If Option A or C is used

|  |  |
| --- | --- |
| The tendered total of the Prices is |  |

**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 |  |

**X10: Information modelling**

If Option X10 is used

|  |  |
| --- | --- |
| The *information execution plan* identified | |
| in the Contract Data is |  |

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

**~~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 (used only 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 (used only with Option A)**

The *people rates* are

category of person unit rate

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

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

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

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