



# Professional Service Contract

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## 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**

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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**

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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**

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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**

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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  Option for resolving and avoiding disputes

Secondary Options

The *service* is

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

The *language of the contract* is

The *law of the contract* is the law of

The *period for reply* is  except that

• The *period for reply* for  is

• The *period for reply* for  is

The *period for retention* is  year(s) following Completion or earlier termination

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) | <input type="text"/> | <input type="text"/> |
| (2) | <input type="text"/> | <input type="text"/> |
| (3) | <input type="text"/> | <input type="text"/> |

If Option A is used

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

If Option C or E is used

The *Consultant* prepares forecasts of the total Defined Cost 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)	<input type="text"/>	<input type="text"/>
(2)	<input type="text"/>	<input type="text"/>
(3)	<input type="text"/>	<input type="text"/>

The *Consultant* submits revised programmes at intervals no longer than

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

#### 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 *assessment interval* is

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

item	amount
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

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

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

on  (date)

## 6 Compensation events

If there are additional

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	MINIMUM AMOUNT OF COVER	PERIOD FOLLOWING COMPLETION OF THE WHOLE OF THE <i>SERVICE</i> OR TERMINATION
The <i>Consultant's</i> failure to use the skill and care normally used by professionals providing services similar to the <i>service</i>	<input type="text"/> in respect of each claim, without limit to the number of claims	
Loss of or damage to property and liability for bodily injury to or death of a person (not an employee of the <i>Consultant</i> ) arising from or in connection with the <i>Consultant</i> Providing the <i>Service</i>	<input type="text"/> in respect of each event, without limit to the number of events	
Death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with the contract	<input type="text"/> in respect of each event, without limit to the number of events	

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

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## Resolving and avoiding disputes

The *tribunal* is

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

**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.	<input type="text"/>	linked to the index for	<input type="text"/>
0.	<input type="text"/>		<input type="text"/>
0.	<input type="text"/>		<input type="text"/>
0.	<input type="text"/>		<input type="text"/>
0.	<input type="text"/>		<input type="text"/>
0.	<input type="text"/>		<input type="text"/>
0.	<input type="text"/>		<input type="text"/>
0.	<input type="text"/>	non-adjustable	<input type="text"/>
1.00	<input type="text"/>		

The *base date* for indices is

These indices are

**X2: Changes in the law**

If Option X2 is used

The *law of the project* is

**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
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

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)	<input type="text"/>	<input type="text"/>
(2)	<input type="text"/>	<input type="text"/>
(3)	<input type="text"/>	<input type="text"/>
(4)	<input type="text"/>	<input type="text"/>

**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

<i>section</i>	<i>description</i>	<i>amount per day</i>
(1)	<input type="text"/>	<input type="text"/>
(2)	<input type="text"/>	<input type="text"/>
(3)	<input type="text"/>	<input type="text"/>
(4)	<input type="text"/>	<input type="text"/>
The bonus for the remainder of the <i>service</i> is		<input type="text"/>

**X7: Delay damages**

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

If Option X7 is used with Option X5 Delay damages for each *section* of the *service* are

<i>section</i>	<i>description</i>	<i>amount per day</i>
(1)	<input type="text"/>	<input type="text"/>
(2)	<input type="text"/>	<input type="text"/>
(3)	<input type="text"/>	<input type="text"/>
(4)	<input type="text"/>	<input type="text"/>
The delay damages for the remainder of the <i>service</i> are		<input type="text"/>

**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

**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**

If Option X13 is used

The amount of the performance bond is

### X18: Limitation of liability

If Option X18 is used      The *Consultant's* liability to the *Client* for indirect or consequential loss is limited to

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

   The *end of liability date* is  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  months

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

Charges made and interest the paid by the *project bank*      The *Consultant is / is not* to pay any charges made and to be paid any interest paid by *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  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
	<input type="text"/>	<input type="text"/>

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

**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

If the *Consultant* is to provide Scope

The Scope provided by the *Consultant* 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 *expenses*

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

item

amount

If Option A or C is used

The *activity schedule* is

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

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 (used only with Options C or E)

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

location	overhead percentage
<input type="text"/>	<input type="text"/> %
<input type="text"/>	<input type="text"/> %
<input type="text"/>	<input type="text"/> %

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

The *people rates* are

category of person	unit	rate
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>