

# 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, the clauses for main Option C, the following Option for resolving and avoiding disputes and secondary Options of the NEC4 Engineering and Construction Contract June 2017 (with amendments January 2023)

Option for resolving and avoiding disputes

W2

Secondary Options

X2, X4, X7, X9, X10, X11, X13, X15, X18, Y(UK)2, and Y(UK)3

The *works* are

Construction a new timber groyne field, shing recharge of the new groyne bays and inclusion of environmental enhancement to the groynes (Area 5) and for Area 2C & 2D the construction of timber kingpost sea wall and repair of existing along enhancement of existing vegetated bank and provide a new vegetated planter/habitat. Please refer to drawings and specification

The *Client* is

Name

Brighton & Hove City Council

Address for communications

Hove Town Hall, Norton Road, Hove,  
BN3 3BQ

Address for electronic communications

[Steven.Parker@brighton-hove.gov.uk](mailto:Steven.Parker@brighton-hove.gov.uk)

The *Project Manager* is

Name

David Coltery

Address for communications

Mott MacDonald House, 8-10 Sydenham  
Road, Croydon CR0 2EE

Address for electronic communications

[David.collery@mottmac.com](mailto:David.collery@mottmac.com)

The *Supervisor* is

Name

Jeremy Benn Associates Ltd

Address for communications

35 Perrymount Road  
Haywards Heath  
West Sussex  
RH16 3BW

Address for electronic communications

TBC

The Scope is in

The Site Information is in

The boundaries of the site are

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 following matters will be included in the Early Warning Register

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

## 2 The Contractor'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)

The *Contractor* prepares forecasts of the total Defined Cost for the whole of the *works* at intervals no longer than

### 3 Time

The *starting date* is

The *access dates* are

part of the Site

date

(1)

(2)

(3)

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

If the *Client* has decided the *completion date* for the whole of the *works*

The *completion date* for the whole of the *works* is

Taking over the *works* before the Completion Date

The *Client* is willing to take over the *works* before the Completion Date

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

The period after the Contract Date within which the *Contractor* is to submit a first programme for acceptance is

### 4 Quality management

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

The period between Completion of the whole of the *works* and the *defects date* is

The *defect correction period* is  except that

• The *defect correction period* for  is

• The *defect correction period* for  is

### 5 Payment

The *currency of the contract* is the

The *assessment interval* is

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

The period within which payments are made is

Three weeks

The Contractor's share percentages and the share ranges are

share range

Contractor's share percentage

less than

80

%

0 % (all further savings to Client)

%

from

80

% to

120

%

Savings / Excess allocated 50% Contractor

%

from

% to

%

%

greater than

120

%

Excess allocated 100% to Contractor

%

The exchange rates are those published in

Financial Time

on

1 August 2025

(date)

## 6 Compensation events

The place where weather is to be recorded is

Met Office Weather Station calibrated at Shoreham Airport

The weather measurements to be recorded for each calendar month are

- the cumulative rainfall (mm)
- the number of days with rainfall more than 5 mm
- the number of days with minimum air temperature less than 0 degrees Celsius
- the number of days with snow lying at 09:00 hours GMT

and these measurements:

Water Level - Shoreham Airport

Number of days with wind speed exceeding 25 knots for more than 2 hours

The weather measurements are supplied by

The Met Office, Building Consultancy Units, Johnson House, Lonad Road, Bracknell, Berkshire RG12 2SY

The weather data are the records of past weather measurements for each calendar month which were recorded at

Shoreham Airport

and which are available from

The Met Office, Building Consultancy  
Units, Johnson House, Lonad Road,  
Bracknell, Berkshire RG12 2SY

Where no recorded data are available

Assumed values for the ten year weather return *weather data* for each *weather measurement* for each calendar month are

Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec

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 for insurance against loss of or damage to property (except the *works*, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) arising from or in connection with the *Contractor* Providing the Works for any one event is

£15,000,000

The minimum amount of cover for insurance against death 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

£10,000,000

If the *Client* is to provide Plant and Materials

The insurance against loss of or damage to the *works*, Plant and Materials is to include cover for Plant and Materials provided by the *Client* for an amount of

£5,000,000

## Resolving and avoiding disputes

	The <i>tribunal</i> is	arbitration
If the <i>tribunal</i> is arbitration	The <i>arbitration procedure</i> is	the latest version of the Institution of Civil Engineers Arbitration Procedure in force when the arbitrator is appointed
	The place where arbitration is to be held is	London
	The person or organisation who will choose an arbitrator if the Parties cannot agree a choice or if the <i>arbitration procedure</i> does not state who selects an arbitrator is	the Institution of Civil Engineers, London

If Option W1 or W2 is used	The <i>Senior Representatives</i> of the <i>Client</i> are	
	Name (1)	Mr Nick Bean
	Address for communications	Hove Town Hall Norton Road Hove Town Hall BN3 3BQ
	Address for electronic communications	Nick.Bean@brighton-hove.gov.uk
	Name (2)	Andrew Westwood
	Address for communications	Hove Town Hall Norton Road Hove Town Hall BN3 3BQ
	Address for electronic communications	Andrew.Westwood@brighton-hove.gov.uk
	The <i>Adjudicator</i> is	
	Name	To be confirmed
	Address for communications	To be confirmed
	Address for electronic communications	To be confirmed
	The <i>Adjudicator nominating body</i> is	The Institution of Civil Engineers



**X7: Delay damages**

If Option X7 is used without  
Option X5

Delay damages for Completion of the whole of the *works* are

£812

per day

## 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 *Contractor* is to submit a first Information Execution Plan for acceptance is

Four weeks

The minimum amount of insurance cover for claims made against the *Contractor* arising out of its failure to use the skill and care normally used by professionals providing information similar to the Project Information is, in respect of each claim

£5,000,000

The period following Completion of the whole of the *works* or earlier termination for which the *Contractor* maintains insurance for claims made against it arising out of its

failure to use the skill and care is

12 years

### X15: The Contractor's design

If Option X15 is used	The <i>period for retention</i> following Completion of the whole of the <i>works</i> or earlier termination is	12 years
	The minimum amount of insurance cover for claims made against the <i>Contractor</i> arising out of its failure to use the skill and care normally used by professionals designing works similar to the <i>works</i> is, in respect of each claim	£5,000,000
	The period following Completion of the whole of the <i>works</i> or earlier termination for which the <i>Contractor</i> maintains insurance for claims made against it arising out of its failure to use the skill and care is	12 years

### X18: Limitation of liability

If Option X18 is used	The <i>Contractor's</i> liability to the <i>Client</i> for indirect or consequential loss is limited to	£1,000,000
	For any one event, the <i>Contractor's</i> liability to the <i>Client</i> for loss of or damage to the <i>Client's</i> property is limited to	£1,000,000
	The <i>Contractor's</i> liability for Defects due to its design which are not listed on the Defects Certificate is limited to	£5,000,000
	The <i>Contractor's</i> total liability to the <i>Client</i> for all matters arising under or in connection with the contract, other than excluded matters, is limited to	£5,000,000
	The <i>end of liability date</i> is	12 years after the Completion of the whole of the <i>works</i>

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

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

term

*beneficiary*

**Z: Additional conditions of contract**

If Option Z is used

The *additional conditions of contract* are

**PART TWO – DATA PROVIDED BY THE CONTRACTOR**

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

**1 General**

The *Contractor* is

Name

Address for communications

Address for electronic communications

The *fee percentage* is  %

The *working areas* are

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 Contractor's main responsibilities

If the Contractor is to provide Scope for its design      The Scope provided by the Contractor 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 Contractor is to decide the completion date for the whole of the works      The completion date for the whole of the works is

## 5 Payment

The activity schedule is

The tendered total of the Prices is

## Resolving and avoiding disputes

If Option W1 or W2 is used      The Senior Representatives of the Contractor are

Name (1)

Address for communications

Address for electronic communications

Name (2)

Address for communications

Address for electronic communications

If Option W3 is used and the number of members of the Dispute Avoidance Board is three

The Contractor's nomination for the Dispute Avoidance Board is

Name

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

**Data for the Schedule of Cost Components**

The people listed in Contract Data who are employed by the *Contractor*, whose normal place of working is not within the Working Areas and who are working outside of the Working Areas other than on manufacture and fabrication and design are

category of person	work
<input type="text"/>	<input type="text"/>

The listed items of Equipment purchased for work on the contract, with an on cost charge, are

Equipment	time-related on cost charge	per time period
<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"/>

The rates for special Equipment are

Equipment	rate
<input type="text"/>	<input type="text"/>

The rates for Defined Cost of manufacture and fabrication outside the Working Areas by the *Contractor* are

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

The rates for Defined Cost of design outside the Working Areas are

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

The categories of design people whose travelling expenses to and from the Working Areas are included as a cost of design of the *works* and Equipment done outside the Working Areas are

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