

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 Engineering and Construction Contract June 2017 (with amendments January 2023)

Main Option	F	Option for resolving and avoiding disputes	W2
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Secondary Options	X2, X5, X7, X8, X11, X16, X17, X18, X20, Y(UK)2, Y(UK)3
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The works are	As stated within the “Contractor’s Terms of Engagement for Services – Warm Homes” document.
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The Client is East Lindsey District Council

Address for communications	The Hub, Mareham Road, Horncastle, LN9 6PH
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Address for electronic	
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The Project Manager is

Name	
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Address for communications	The Hub, Mareham Road, Horncastle, LN9 6PH
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Address for electronic communications	
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The Supervisor is

Name	
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Address for communications	The Hub, Mareham Road, Horncastle, LN9 6PH
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Address for electronic communications	
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Contractor’s Terms of Engagement for Services – Warm Homes” document.	The Scope is in
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The Site Information is in

Contractor's Terms of Engagement for Services – Warm Homes" document.

The boundaries of the site are

Properties contained within the districts of South Holland District, East Lindsey District and Boston Borough Councils

The language of the contract is

English

The law of the contract is the law of

Subject to the exclusive jurisdiction of the courts of England

The period for reply is except that

10 Working Days

The period for reply for

The period for reply for

The following matters will be included in the Early Warning Register

- 1 Risk of not completing the agreed number of properties as per Key Performance Indicators
2. Material supply shortages
- 3 Grant funding release (Warm Homes) 4 Cost limitations

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

Fortnightly

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	
(1)	condition to be met	key date
(2)		
(3)		

If Option C, D, E or F is used	The Contractor prepares forecasts of the total Defined Cost for the whole of the works at intervals no longer than	
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3 Time

The starting date is	
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	Warm Homes	
The access dates are		
	part of the Site	date

(1)

(2)

(3)

The Contractor submits revised programmes at intervals no longer than	2 Weeks
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If the Client has decided	The completion date for the whole of the works is the completion date for	
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the whole of the works	
Taking over the works before the Completion Date	The Client is is not willing to take over the works before the Completion Date (Delete as applicable)

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
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4 Quality management

The period after the Contract Date within which the Contractor is to submit a quality policy statement and quality plan is	2 Weeks
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The period between Completion of the whole of the works and the defects date is	N/A (lodgment certifies completion)
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The defect correction period is except that	8 Weeks
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The defect correction period for	Health, Safety or Environmental	1 Day
The defect correction period for	Defects that interfere with the use of the property	3 Days

5 Payment

The currency of the contract is the	Pounds Sterling (GBP)	
The assessment interval is	the fourth working day of each calendar month. If the fourth day is a Saturday, Sunday, public or bank holiday in England, the assessment date is the first working day following the Saturday, Sunday, public or bank holiday.	
The interest rate % per annum (not less than 2) above the is	3	
bank		
Basic	rate of the	Bank Of England
If the period in which payments are made is not three weeks and Y(UK)2 is	The period within which payments are made is	

	%		%		
	to%		%		
	to		%		

not used
If Option C or D is used The Contractor's share percentages and the share ranges are

share range	Contractor's share percentage
less than % from % from % greater than %	%
If Option C, D, E or F is used	The exchange rates are those published in
	on (date)

6 Compensation events

The place where weather is to be recorded is	Horncastle
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 hours GMT	

and these measurements:

The weather measurements are supplied by

The Meteorological Office, FitzRoy
Road, Exeter Devon, EX1 3PB.

The weather data are the records of past weather measurements for each
calendar month

which were recorded at

Horncastle

and which are available from

The Meteorological Office, FitzRoy
Road, Exeter Devon, EX1 3PB.

%

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

If Option A or B is
used

The value engineering percentage is 50%, unless another percentage is
stated here, in which case it is

If Option B or D is

The method of measurement is used

If there are additional
compensation events

These are additional
compensation events

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

£10,000,000 (ten million pounds sterling)

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 (ten million pounds sterling)

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

If the Client is to provide
any of the insurances
stated in the Insurance
Table

The Client provides these insurances from the Insurance Table

Insurance against

Minimum amount of cover is

The deductibles are

Insurance against

Minimum amount of cover is	<div></div>
The deductibles are	<div></div>
Insurance against	<div></div>
Minimum amount of cover is	<div></div>
The deductibles are	<div></div>

If additional insurances are to be provided

The Client provides these additional insurances	
Insurance against	Professional indemnity insurance.
Minimum amount of cover is	£5m
The deductibles are	<div></div>
Insurance against	<div></div>
Minimum amount of cover is	<div></div>
The deductibles are	<div></div>
Insurance against	<div></div>
Minimum amount of cover is	<div></div>
<div></div>	
The deductibles are	<div></div>

The Contractor provides these additional insurances	
Insurance against	<div></div>
Minimum amount of cover is	<div></div>
The deductibles are	<div></div>
Insurance against	<div></div>

Minimum amount of cover is	
The deductibles are	
Insurance against	
Minimum amount of cover is	
The deductibles are	

Resolving and avoiding disputes

The tribunal is	English Court
If the tribunal is The arbitration procedure is arbitration	W2
The place where arbitration is to be held is	Horncastle

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
RICS

If Option W1 or W2 is used

The Senior Representatives of the Client are	
Name (1)	<div>Climate Change and Environment Manager</div>
Address for communications	<div>The Hub, Mareham Road, Horncastle, LN9 6PH</div>
Address for electronic	
Name (2)	<div>Project Manager</div>
Address for communications	<div>The Hub, Mareham Road, Horncastle, LN9 6PH</div>
Address for electronic communications	
The Adjudicator is	
Name	<div>The Royal Institution of Chartered Surveyors</div>

Address for communications

55 Colmore Row, Birmingham, B3
2AA

Address for electronic communications

contactrics@rics.org

The Adjudicator nominating body is

The Royal Institution of Chartered
Surveyors

If Option W3 is used

The number of members of the Dispute Avoidance Board is one/three (delete as applicable)

The Client's nomination for the Dispute Avoidance Board is

Name

Address for communications

Address for electronic communications

The Dispute Avoidance Board visit the Site at intervals no longer than mo nths

The Dispute Avoidance Board nominating body is

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

If Option X1 is used

The proportions used to calculate the Price Adjustment Factor are

0 .	<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"/>	non-adjustable	<input type="text"/>
1 . 0 0	<input type="text"/>		

The base date for indices is

These indices are

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

If Option X3 is used

The Client will pay for the items or activities listed below in the currencies stated

items and activities	other currency	total maximum payment in the currency
<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 works 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 Option X5	The bonus for the whole of the works is per used without	<input type="text"/>	day
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If Option X6 is used with Option X5

The bonus for each section of the works is

section	description	amount per day
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(1)

(2)

(3)

(4)

The bonus for the remainder of the works is

X7: Delay damages

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

Option X5

If Option X7 is used with Option X5

Delay damages for each section of the works are

section	description	amount per day
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(1)

(2)

(3)

(4)

The delay damages for the remainder of the works are

X8: Undertakings to the Client or Others

If Option X8 is used the undertakings to Others are

provided to

Not required see Y(UK)3

The Subcontractor undertaking to Others are

works provided to

Works in relation to Warm Homes and provided to Council Partners.

Subject to base undertaking and additional sites driven by KPI performance.

The Subcontractor undertaking to the Client are

works

In relation to Warm Homes as stipulated within the “Contractor’s Terms of Engagement for Services – Warm Homes” document.

Subject to base undertaking and additional sites driven by KPI performance.

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

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

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

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	<input type="text" value="0"/>
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X14: Advanced payment to the Contractor

If Option X14 is used	The amount of the advanced payment is	<input type="text"/>
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	The period after the Contract Date from which the Contractor repays the instalments in assessments is	<input type="text"/>
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	The instalments are (either an amount or a percentage of the payment otherwise due)	<input type="text"/>
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Advanced payment bond	An advanced payment bond is/is not required. (Delete as applicable)
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X15: The Contractor's design

If Option X15 is used	The period for retention following Completion of the whole of the works or earlier termination is	<input type="text"/>
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	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 designing works similar to the works is, in respect of each claim	<input type="text"/>
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	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	<input type="text"/>
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X16: Retention

If Option X16 is used

The retention free amount is

The retention %
percentage is

5

Retention bond The Contractor may/may not give the Client a retention bond. (Delete as applicable)

X17: Low performance damages

If Option X17 is used The amounts for low performance damages are referred to in the KPI's document (Appendix A KPIsLeadVolume)

amount	performance level
	<div><div>Between 0 and 100% of the cost</div><div>for</div><div><div>- Minor non-compliance (no impact on DESNZ funding): 0%</div><div>- Moderate non-compliance (delays or conditions imposed by DESNZ): 25–75%</div><div>- Severe non-compliance (DESNZ refuses to fund the project): 100%</div></div></div>
	<div><div></div><div>for</div><div></div></div>
	<div><div></div><div>for</div><div></div></div>
	<div><div></div><div>for</div><div></div></div>

X18: Limitation of liability

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

£1,000,000

For any one event, the Contractor's liability to the
Client for loss of or damage to the Client's property is
limited to

£5,000,000

The Contractor's liability for Defects due to its design
which are not listed on the Defects Certificate is limited to

£2,000,000

The Contractor's total liability to the Client for all matters arising under or in connection with the contract, other than excluded matters, is limited to

£10,000,000

The end of liability date is works

12

 years after the Completion of the whole of the

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

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

Refer to KPI's
(Appendix A
KPIsLeadVolume)

A report of performance against each Key Performance Indicator is provided at intervals of month

1

X22: Early Contractor involvement (only used with Options C and E)

If Option X22 is used

The Budget is

item	description	amount
(1)	<div></div>	<div></div>
(2)	<div></div>	<div></div>
(3)	<div></div>	<div></div>
(4)	<div></div>	<div></div>
Total		<div></div>

The Contractor prepares forecasts of the total Defined Cost of the work to be done in Stage One at intervals no longer than

The Contractor prepares forecasts of the total Project Cost at intervals no longer than

If there are additional events which could change the Budget

These are additional events which could change the Budget

(1)

(2)

(3)

The budget % of the saving incentive is

If no climate change plan is identified in part two of the Contract Data The performance table is in

X29: Climate change

If Option X29 is used

The period after the Contract Date within which the Contractor is to submit a first climate change plan for acceptance is

Y(UK)1: Project Bank Account

If Option Y(UK)1 is used

The Contractor is/is not to pay any charges made and to be paid any interest paid by the project bank (Delete as applicable)
The account holder is the Contractor/the Parties (Delete as applicable)

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

If Option Y(UK)2 is used and the final becomes due date for payment is days after the date on which payment becomes due The period for payment is days after the

14

 date on which payment not fourteen

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

If Option Y(UK)3 is term beneficiary used

All terms except clauses 90, 91 and X11	East Lindsey District Council
All terms except clauses 90, 91 and X11	Boston Borough Council
All terms except clauses 90, 91 and X11	South Holland District Council

If Y(UK)3 is used with term beneficiary
Y(UK)1 the

All the benefits arising from clauses 22, 27.4, 30.1, 44, 81-84 and X18	Any landlord

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

Z: Additional conditions of contract

If Option Z is used The additional conditions of contract are

As stated within the “Contractor’s Terms of Engagement for Services – Warm Homes” document.

