



Economy & Culture

Venue Cymru Futures Project

Integrated Design Team

Appendix D

Contract Data

December 2025

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Issue and Revision Record

Document Title	Venue Cymru Futures Project, Appendix D, Contract Data for Integrate Design Team
Version	T2
Status	Tender Issue
Filename	Appendix D - Contract Data

Revision	Notes	Date
T1	Tender Issue Draft	16/12/25
T2	Tender Issue	19/12/25

CONTENTS

PART ONE – DATA PROVIDED BY THE <i>CLIENT</i>	1
PART TWO – DATA PROVIDED BY THE <i>CONSULTANT</i>	9

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 2023)

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

<i>condition</i> to be met	<i>key date</i>
(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 *base* rate of the 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 % %

If Option C or E is used

The *exchange rates* are those published in

on (date)

6 Compensation events

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 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 <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"/> £5,000,000 in respect of each claim, without limit to the number of claims	6 Years
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 Service	<input type="text"/> £10,000,000 in respect of each event, without limit to the number of events	12 Months
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"/> £10,000,000 in respect of each event, without limit to the number of events	12 Months

Venue Cymru Futures Project
 Integrated Design Team
 Appendix D, Contract Data

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

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

X2: Changes in the law

If Option X2 is used

The *law of the project* is

England and Wales

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

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 seven days after the date on which payment becomes due

The period for payment is days after the date on which payment becomes due

Z: Additional conditions of contract

If Option Z is used

The *additional conditions of contract* are

Option Z1 – Corrupt Practices

The Consultant has warranted that he has not committed any Prohibited Act and he does not do any of the Prohibited Acts.

The Consultant does not:

- offer to give to any person in the service of the Client any gift or consideration of any kind as an inducement or reward in relation to the obtaining or execution of this contract or any other contract with the Client or for showing favour or disfavour to any person in relation to this contract or any other contract with the Client, or
- enter into this contract or any other contract with the Client if, in connection with this contract or any such other contract, commission has been paid or an agreement for the payment of commission has been made by him or on his behalf or to his knowledge, in accordance with the terms of the Bribery Act 2010.

Option Z2 – Fair Wages and Conditions of Labour

The Consultant shall in respect of all persons employed by him (whether in execution of the contract or otherwise) in every factory, workshop or place occupied or used by him for the execution of the contract comply with the following conditions, namely:

- Pay rates of wages and observe hours and conditions of labour not less favourable than those established, for the trade or industry in the district where the work is carried out.
- The Consultant shall recognise the right of his work people to be members of such trade unions as they may choose or subject to Section 58 of the Employment Protection (Consolidation) Act 1978, as amended, not to be members of a trade

union or other organisation of workers or to refuse to be a member of any particular trade union in other organisation of workers.

- The Consultant shall at all times during the continuance of the contract display, for the information of his work people in every factory, workshop or place occupied or used by him for the execution of the contract a copy of Clause (a) and (b) above.
- The Consultant shall be responsible for the observance of this clause by sub-Consultants employed in the execution of the contract, and shall if required notify the County Borough Council of the names and addresses of all such sub-Consultants.
- In the event of any question arising as to whether the foregoing conditions are being observed, the question shall, if not otherwise disposed of, be referred for decision to an independent arbitrator jointly agreed by the County Borough Council and the Consultant.
- The Consultant shall keep proper books and time sheets in relation to wages paid to persons in his employ and engaged in the execution of the contract, and such document shall, if required by the County Borough Council, be produced for inspection by any officer so authorised by the County Borough Council.

Option Z3 – Prevention of Canvassing

The Consultant, by submitting his tender, confirms that he has not canvassed or solicited now or in the future any Member, Officer or Employee of the Council in connection with the award of this or any other tender or proposed tender for the Council and that no person employed by him or acting on his behalf has done any such act
Any breach of this Clause will entitle the Council to reject a tender and/or cancel a contract.

Option Z4 – Equality and Diversity

The Client is committed to the active promotion of equality and to valuing diversity in all its work. It is committed to honouring the duties and rights enshrined in legislation and where possible, will go further than the requirements of law. The Client believes that promoting diversity and equality of opportunity among its work force and more widely, will assist in meeting the needs and aspirations of the people of Wales. The Client therefore seeks to contract with companies with similar aspirations and this is reflected in the consideration of the Quality submissions made by tendering companies.

Option Z5 – VAT Invoice

The Consultant shall submit a valid VAT invoice, for the amount stated upon the payment certificate, to the Client within a maximum of 24 hours of being requested of such or at any time as requested by the Client

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

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

