NEC4 Engineering and Construction Subcontract A

Subcontract Data

**TRUST DEED**

This agreement is made between the *Client*, the *Contractor* and the Named Suppliers.

Terms in this deed have the meanings given to them in the contract between . . . . . . . . . . . . and . . . . . . . . . . . for . . . . . . . . . . . . . (the *works*).

**Background**

The *Client* and the *Contractor* have entered into a contract for the *works*.

The Named Suppliers have entered into contracts with the *Contractor* or a Subcontractor in connection with the *works*.

The *Contractor* has established a Project Bank Account to make provision for payment to the

*Contractor* and the Named Suppliers.

**Agreement**

The parties to this deed agree that

• sums due to the *Contractor* and Named Suppliers and set out in the Authorisation are held in trust in the Project Bank Account by the *Contractor* for distribution to the *Contractor* 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 *Contractor.* The agreement of the *Client* and *Contractor* 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 *works*,

• the benefits under this deed may not be assigned.

**Executed as a deed on** . . . . . . . . . . . . . . . . . . . by

. . . . . . . . . . . . . . . . . . . . . . . (*Client*)

. . . . . . . . . . . . . . . . . . . . . . . (*Contractor*)

. . . . . . . . . . . . . . . . . . . . . . .

. . . . . . . . . . . . . . . . . . . . . . .

. . . . . . . . . . . . . . . . . . . . . . .

. . . . . . . . . . . . . . . . . . . . . . . (Named Suppliers)

**JOINING DEED**

This agreement is made between the *Client*, the *Contractor* and . . . . . . . . . (the Additional

Supplier).

Terms in this deed have the meanings given to them in the contract between . . . . . . . . . . . . and . . . . . . . . . . . . . . for . . . . . . . . . . . . . . (the *works*).

**Background**

The *Client* and the *Contractor* have entered into a contract for the *works*.

The Named Suppliers have entered into contracts with the *Contractor* or a Subcontractor in connection with the *works*.

The *Contractor* has established a Project Bank Account to make provision for payment to the

*Contractor* and the Named Suppliers.

The *Client,* the *Contractor* 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 *works*,

• the benefits under this deed may not be assigned.

**Executed as a deed on** . . . . . . . . . . . . . . . . . . . by

. . . . . . . . . . . . . . . . . . . . . . . (*Client*)

. . . . . . . . . . . . . . . . . . . . . . . (*Contractor*)

. . . . . . . . . . . . . . . . . . . . . . . (Additional Supplier)

Subcontract Data

**PART ONE – 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 *conditions of subcontract* 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 Subcontract June 2017

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

|  |  |
| --- | --- |
| Secondary Options |  |

|  |  |
| --- | --- |
| The *works* in the main contract are |  |

|  |  |
| --- | --- |
| The *subcontract works* are |  |

The *Contractor* is

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

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

The *Client* in the main contract is

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

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

The *Project Manager* in the main contract is

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

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

The *Supervisor* in the main contract is

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

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

|  |  |
| --- | --- |
| The Subcontract Scope is in |  |

|  |  |
| --- | --- |
| The Site Information is in |  |

|  |  |
| --- | --- |
| The *boundaries of the site* are |  |

|  |  |
| --- | --- |
| The *language of the subcontract* is |  |

|  |  |
| --- | --- |
| The *law of the subcontract* is the law of |  |

|  |  |  |
| --- | --- | --- |
| The *period for reply* by the *Contractor* is |  | except that |

|  |  |  |  |
| --- | --- | --- | --- |
| • The *period for reply* for |  | is |  |

|  |  |  |  |
| --- | --- | --- | --- |
| • The *period for reply* for |  | is |  |

|  |  |  |
| --- | --- | --- |
| The *period for reply* by the *Subcontractor* 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 *Subcontractor’s* main responsibilities**

If the *Contractor* 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) |  |  |  |

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

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

|  |  |  |
| --- | --- | --- |
| If Option C, D or E is used | The *Subcontractor* prepares forecasts of the total Defined Cost for the *subcontract works* at intervals no longer than |  |

**3 Time**

|  |  |  |
| --- | --- | --- |
| The *subcontract starting date* is |  |  |

|  |
| --- |
| The *subcontract access dates* are |

part of the Site date

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

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

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

|  |  |  |
| --- | --- | --- |
| The *Subcontractor* submits revised programmes at intervals no no longer than |  |  |

|  |  |  |
| --- | --- | --- |
| If the *Contractor* has decided the *subcontract completion date* for the whole of the *subcontract works* | The *subcontract completion date* for the whole of the *subcontract works* is |  |
|  |

|  |  |  |
| --- | --- | --- |
| Taking over the *subcontract* works before the Subcontract Completion Date | The *Contractor* **is / is not** willing to take over the *subcontract works* before the Subcontract Completion Date.  (Delete as applicable) |  |
|  |

|  |  |  |
| --- | --- | --- |
| If no programme is identified in part two of the Subcontract Data | The period after the Subcontract Date within which the  *subcontractor* is to submit a first programme for  acceptance is |  |
|  |

**4 Quality management**

|  |  |  |
| --- | --- | --- |
|  | The period after the Subcontract Date within which the *Subcontractor* is to submit a quality policy statement and quality plan is |  |
|  |

|  |  |  |
| --- | --- | --- |
|  | The period between Completion of the whole of the *subcontract 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 subcontract* is the |  |

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

|  |  |  |
| --- | --- | --- |
| 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 four weeks and Y(UK)2 is not used | The period within which payments are made is |  |
|  |
|  |

If Option C or D is used The *Subcontractor’s share percentages* and the *share ranges* are

|  |  |
| --- | --- |
| *share range* | *Subcontractor’s share*  *percentage* |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| less than |  | % |  | % |

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| from |  | % to |  | % |  | % |

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| from |  | % to |  | % |  | % |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| greater than |  | % |  | % |

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| If Option C,D or E is used | The *exchange rates* are those published in | | | |  |  | |
| on |  | (date) |  | | |  |

**6 Compensation events**

|  |  |
| --- | --- |
| The place where weather is to be recorded is |  |

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

|  |  |
| --- | --- |
| which were recorded at |  |

|  |  |
| --- | --- |
| and which are available from |  |

Where no recorded data are Assumed values for the ten year weather return *weather data* for each *weather*

available *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 used | The *method of measurement* is |  |

If there are additional These are additional compensation events

compensation events

|  |
| --- |
|  |

**8 Liabilities and insurance**

If there are additional These are additional *Client’s* liabilities

*Client’s* liabilities

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

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

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

If there are additional These are additional *Contractor’s* liabilities

*Contractor’s* liabilities

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

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

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

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

|  |  |
| --- | --- |
| The minimum amount of cover for insurance against death and of or bodily injury to | |
| employees of the *Subcontractor* arising out of and in the course of their employment in | |
| connection with the subccontract for any one event is |  |

If the *Client* or *Contractor* is to provide Plant and MaterialsThe insurance against loss of or damage to the *subcontract works*, Plant and Materials is to include cover for Plant and Materials provided by the *Client* or *Contractor* for an amount of

|  |
| --- |
|  |

|  |  |  |
| --- | --- | --- |
| If the *Client* or *Contractor* is to provide any of the insurances stated in the Insurance Table | The *Client* or *Contractor* 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* or *Contractor* 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 *Subcontractor* 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 |  |

**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 *Contractor* are

|  |  |
| --- | --- |
| Name (1) |  |
|  |  |
| Address for communications |  |

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

|  |  |
| --- | --- |
| Name (2) |  |
|  |  |
| Address for communications |  |

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

The *Adjudicator* in the subcontract is

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

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

The *main contract 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, B, C and D)**

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 |  |

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

If Option X3 is used The *Contractor* 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 *subcontract completion date* for each *section* of the *subcontract works* is

*section* description *subcontract completion date*

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

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

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

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

**X6: Bonus for early Completion**

|  |  |  |  |
| --- | --- | --- | --- |
| If Option X6 is used without Option X5 | The bonus for the whole of the *subcontract works* is |  | per day |
|  |

If Option X6 is used with The bonus for each *section* of the *subcontract works* is

Option X5

*section* description amount per day

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

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

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

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

|  |  |
| --- | --- |
| The bonus for the remainder of the *subontract works* is |  |

**X7: Delay damages**

|  |  |  |  |
| --- | --- | --- | --- |
| If Option X7 is used without Option X5 | Delay damages for Completion of the whole of the *subcontract works* are |  | per day |
|  |

If Option X7 is used with Delay damages for each *section* of the *subcontract works* are

Option X5

*section* description amount per day

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

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

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

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

|  |  |
| --- | --- |
| The delay damages for the remainder of the *subcontract*  *works* are |  |

X8: Undertakings to the *Client* or Others

If Option X8 is used The *undertakings to Others* are

provided to

|  |
| --- |
|  |

|  |
| --- |
|  |

The *undertaking to the Client* are

subcontract works

|  |
| --- |
|  |

|  |
| --- |
|  |

**X10: Information modelling**

If Option X10 is used

|  |  |  |
| --- | --- | --- |
| If no *information execution plan* is identified in part two of the Subcontract Data | The period after the Subcontract Date within which the *Subcontractor* is to submit a first | |
| Information Execution Plan for acceptance is |  |
|  |  |

|  |  |  |
| --- | --- | --- |
|  | The minimum amount of insurance cover for claims made against the *Subcontractor* | |
| 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 *subcontract works* or earlier | |
| termination for which the *Subcontractor* 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 |  |

**X14: Advanced payment to the *Subcontractor***

|  |  |  |
| --- | --- | --- |
| If Option X14 is used | The amount of the advanced payment is |  |

|  |  |
| --- | --- |
| The period after the Subcontract Date from which the *Subcontractor* repays the | |
| instalments in assessments is |  |

|  |  |
| --- | --- |
| The instalments are |  |
| (either an amount or a percentage of the payment otherwise due) | |

Advanced payment bond An advanced payment bond **is / is not** reqired. (Delete as applicable)

**X15: The *Subcontractor’s* design**

|  |  |  |
| --- | --- | --- |
| If Option X15 is used | The *period for retention* following Completion of the whole of the *subcontract works* or | |
|  | earlier termination is |  |

|  |  |
| --- | --- |
| The minimum amount of insurance cover for claims made against the *Subcontractor* arising out of its failure to use the skill and care normally used by professionals designing works similar to the *subcontractor works* is, in respect of each claim | |
|  |  |

|  |  |
| --- | --- |
| The period following Completion of the whole of the *subcontract works* or earlier | |
| termination for which the *Subcontractor* maintains insurance for claims made against it | |
| arising out of its failure to use the skill and care is |  |

**X16: Retention**

|  |  |  |
| --- | --- | --- |
| If Option X16 is used | The *retention free* amount is |  |

|  |  |  |  |
| --- | --- | --- | --- |
|  | The *retention percentage* is |  | % |

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

**X17: Low performance damages**

If Option X17 is used The amounts for low performance damages are

amount performance level

|  |  |  |
| --- | --- | --- |
|  | for |  |

|  |  |  |
| --- | --- | --- |
|  | for |  |

|  |  |  |
| --- | --- | --- |
|  | for |  |

|  |  |  |
| --- | --- | --- |
|  | for |  |

**X18: Limitation of liability**

|  |  |  |
| --- | --- | --- |
| If Option X18 is used | The *Subcontractor’s* liability to the *Contractor* for indirect or consequential loss is limited to |  |
|  |  |

|  |  |
| --- | --- |
| For any one event, the *Subcontractor’s* liability to the *Contractor* for loss of or damage to the *Client’s* or *Contractor’s* property is limited to |  |
|  |

|  |  |
| --- | --- |
| The *Subcontractor’s* liability for Defects due to its design which are not listed on the Defects Certificate is limited to |  |
|  |

|  |  |
| --- | --- |
| The *Subcontractor’s* total liability to the *Contractor* for all matters arising under or in connection with the subcontract, other than excluded matters, is limited to |  |
|  |

|  |  |  |
| --- | --- | --- |
| The *end of liability date* is |  | years after the Completion of the whole of the |
| *subcontract works* | | |

**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)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*

|  |  |  |
| --- | --- | --- |
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If Y(UK)3 is used with Y(UK)1 the following entry is added to the table for Y(UK)3term

|  |
| --- |
| The provisions of Options Y(UK)1 |

*beneficiary*

|  |
| --- |
| Named Suppliers |

**Z: *Additional conditions of contract***

If Option Z is used The *additional conditions of contract* are

|  |
| --- |
|  |

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

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

**1 General**

The *Subcontractor* is

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

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

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

|  |  |
| --- | --- |
| The *subcontract 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 *Subcontractor’s* main responsibilities**

|  |  |  |
| --- | --- | --- |
| If the *Subcontractor* is to provide Subcontract Scope for its design | The Subcontract Scope provided by the *Subcontractor* for its design is in |  |
|  |

**3 Time**

|  |  |  |
| --- | --- | --- |
| If a programme is to be identified in the Subcontract Data | The programme identified in the Subcontract Data is |  |
|  |

|  |  |  |
| --- | --- | --- |
| If the *Subcontractor* is to decide the *completion date* for the whole of the *subcontract works* | The *subcontract completion date* for the whole of the *subcontract works* is |  |
|  |

**5 Payment**

|  |  |  |
| --- | --- | --- |
| If Option A or C is used | The *activity schedule* is |  |

|  |  |  |
| --- | --- | --- |
| If Option B or D is used | The *bill of quantities* is |  |

|  |  |  |
| --- | --- | --- |
| If Option A, B, C or D is used | The tendered total of the Prices is |  |

**Resolving and avoiding disputes**

The *Senior Representatives* of the *Subcontractor* 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 Subcontract Data | The *information execution plan* identified in the Subcontract Data is |  |
|  |

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

If Option Y(UK)1 is used *named suppliers* are

|  |
| --- |
|  |

**Data for the Schedule of Cost Components (used only with Options C, D or E)**

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

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
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| --- | --- | --- | --- | --- |
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The rates for special Equipment are

Equipment rate

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

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

The rates for Defined Cost of manufacture and fabrication outside the Workings Areas by the *Subcontactor* are

category of person rate

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

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

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

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

category of person rate

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

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

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

|  |
| --- |
|  |

**Data for the Short Schedule of Cost Components (used only with Options A or B)**

The *people rates* are

category of person unit rate

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

|  |  |
| --- | --- |
| The published list of Equipment is the edition current at the Subcontact Date of the list published by |  |
|  |

The percentage for adjustment for Equipment in the published

|  |  |  |
| --- | --- | --- |
| list is |  | % (state plus or minus) |

The rates for other Equipment are

Equipment rate

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

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

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

The rates for Defined Cost of manufacture and fabrication outside the Workings Areas by the *Subcontactor* are

category of person rate

|  |  |  |
| --- | --- | --- |
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| --- | --- | --- |
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The rates for Defined Cost of design outside the Workings Areas are

category of person rate

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

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

The categories of design people whose traveling expenses to and from the Working Areas are included in Defined Cost are

|  |
| --- |
|  |