

# Short Contract

**A contract between**

WH Scott & Son Engineers Ltd

**and**

UK Research and Innovation

**for**

The Provision of STFC Cranes, Hoists and Associated Services  
Maintenance Contract

Contract Forms

Contract Data

The *Contractor's Offer* and *Client's Acceptance*

Price List

Scope

Site Information

# Contract Data

## The *Client's* Contract Data

### The *Client* is

Name	UK Research and Innovation	
Address for communications	2 <sup>nd</sup> Floor, David Philips Building, Polaris House, North Star Avenue, Swindon, SN2 1FL	
Address for electronic communications	TBC	
The <i>works</i> are	The Provision of STFC Cranes, Hoists and Associated Services Maintenance Contract	
The <i>site</i> is	The Rutherford Appleton Laboratory in Oxfordshire; The STFC Chilbolton Observatory in Hampshire; The Cosener's House in Abingdon.	
The <i>starting date</i> is	01 February 2024	
The <i>completion date</i> is	31 January 2026	
The <i>delay damages</i> are		per day
The <i>period for reply</i> is	2	weeks
The <i>defects date</i> is		weeks after Completion
The <i>defect correction period</i> is	2	weeks
The <i>assessment day</i> is the	20th	of each month
The <i>retention</i> is		%

The United Kingdom Housing Grants, Construction and Regeneration Act (1996) does not apply

### The *Adjudicator* is

Name	The Royal Institute of Chartered Surveyors (RICS)	
	12 Great George Street, London, SW1P 3AD	
Address for electronic communications	Contactrics@rics.org	

# Contract Data

## The *Client's* Contract Data

The interest rate on late payment is  % per complete week of delay.

The *Client* provides this insurance

No insurance is provided by the Client

The minimum amount of cover for the third insurance stated in the Insurance Table is, for any one event

Not Applicable

The minimum amount of cover for the fourth insurance stated in the Insurance Table is, for any one event

Not Applicable

Is the *Contractor's* obligation for design to use the skill and care normally used by professionals designing works similar to the *works*? **Yes**

The *Contractor* provides the following insurance cover

INSURANCE AGAINST	MINIMUM AMOUNT OF COVER	PERIOD FOLLOWING COMPLETION OR EARLIER TERMINATION
Liability of the <i>Contractor</i> for claims made against it arising out of its failure to use the skill and care normally used by professionals designing works similar to the <i>works</i>	Employer's (Compulsory) Liability Insurance = £5 Million Public Liability Insurance = £5 Million Loss, Damage or destruction of any UKRI property under the custody & control of the Tenderer = £5 Million Product Liability Insurance = £5 Million Professional Indemnity Insurance = £2 Million  in respect of each claim, without limit to the number of claims	If at any time, up to 12 months after or earlier, during the Contract Period or termination of the Contract unless statutory time limits apply.

# Contract Data

## The *Client's* Contract Data

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

£10m

The Contractor's total liability to the Client which arises under or in connection with the contract is limited to

£10m

The *Adjudicator nominating body* is

The Royal Institute of Chartered Surveyors (RICS)

The *tribunal* is

Arbitration

If the *tribunal* is arbitration, the arbitration procedure is

The Court of England and Wales

The *conditions of contract* are the NEC4 Engineering and Construction Short Contract June 2017 (with amendments January 2023) and the following additional conditions

### Payment to other parties

The Contractor shall ensure, pursuant to obligations imposed on the Client under Regulation 113(2)(c) of the Public Contracts Regulations 2015 (as amended), that any subcontract awarded by the Contractor contains suitable provisions to impose, as between the parties to the subcontract, requirements that –

- (i) any payment due from the Contractor to the subcontractor under the subcontract is to be made no later than the end of a period of 30 days from the date on which the relevant invoice is regarded as valid and undisputed;
- (ii) any invoices for payment submitted by the subcontractor are considered and verified by the Contractor in a timely fashion and that undue delay in doing so is not to be sufficient justification for failing to regard an invoice as valid and undisputed; and
- (iii) any subcontractor will include, in any subcontract which it in turn awards, suitable provisions to impose, as between the parties to that subcontract, requirements to the same effect as those imposed in paragraphs (i), (ii) and (iii) of this Clause 4, subject to suitable amendment to reflect the identities of the relevant parties.

For the avoidance of doubt, in any situations that the Client is making payments to the Contractor without being presented with an invoice, the absence of an invoice does not waive any obligation regarding payments made by the Contractor to its subcontractors or supply chain.

## **Modern Slavery Act 2015**

The Contractor shall not use, or allow its Subcontractors to use, forced, bonded or involuntary prison labour.

The Contractor shall not require any Contractor staff or Subcontractor staff to lodge deposits or identify papers with the Employer or deny Contractor staff freedom to leave their employer after reasonable notice.

The Contractor warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world.

The Contractor warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offenses anywhere around the world.

The Contractor shall make reasonable enquiries to ensure that its officers, employees and Subcontractors have not been convicted of slavery or human trafficking offences anywhere around the world.

The Contractor shall have and maintain throughout the term of each Contract its own policies and procedures to ensure its compliance with the Modern Slavery Act 2015 and shall include in its contracts with its Subcontractors anti-slavery and human trafficking provisions.

The Contractor shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under a Contract.

The Contractor shall not use, or allow its employees or Subcontractors to use, physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Subcontractors.

The Contractor shall not use, or allow its Subcontractors to use, child or slave labour.

The Contractor shall report the discovery or suspicion of any slavery or trafficking by it or its Subcontractors to the Client without delay during the performance of this Contract to utilise the following help and advice service, so as to ensure that it suitably discharges its statutory obligations.

The "Modern Slavery Helpline" refers to the point of contact for reporting suspicion, seeking help or advice and information on the subject of modern slavery available online at <https://www.modernslaveryhelpline.org/report> or by telephone on 08000 121 700

The Contractor agrees that during any term or extension it shall complete and return a slavery and trafficking report as advised below, covering the following, but not limited to areas as relevant and proportionate to the Contract evidencing the actions taken, relevant to the Contractor and your supply chain associated with this Contract.

- Impact assessments undertaken
- Steps taken to address risk/actual instances of modern slavery and how actions have been prioritised
- Evidence of stakeholder engagement
- Evidence of ongoing awareness training
- Business-level grievance mechanisms in place to address modern slavery
- Actions taken to embed respect for human rights and zero tolerance of modern slavery throughout the organization

The Client reserve the right to audit any and all slavery and trafficking reports submitted by the Contractor to an extent as deemed necessary and the Contractor shall unreservedly assist Client in doing so.

Note: The Client also reserves the right to amend or increase these frequencies, as it deems necessary to secure assurance in order to comply with the Modern Slavery Act.

The Client requires such interim assurances to ensure that the Contractor is compliant and is monitoring its supply chain, so as to meet the requirements of the Modern Slavery Act.

The Contractor shall complete and return the slavery and trafficking report to the contact named in the Contract on the anniversary of the commencement of the Contract.

The Contractor agrees that any financial burden associated with the completion and submission of this report and associated assistance at any time, shall be at the Contractors cost to do so and will not be reimbursable.

### **Taxation obligations of the Contractor**

The relationship between Client and the Contractor shall be that of “independent contractor” which means that the Contractor is not a Client employee, worker, agent or partner, and the Contractor shall not give the impression that they are.

As this is not an employment Contract, the Contractor shall be fully responsible for all their own tax, including any national insurance contributions arising from carrying out the Services.

- (1) The Contractor in respect of consideration received under this Contract, the Contractor shall at all times comply with the Income Tax (Earnings and Pensions) Act 2003 (ITEPA) and all other statutes and regulations relating to income tax in respect of that consideration.
- (2) Where the Contractor is liable to National Insurance Contributions (NICs) in respect of consideration received under this Contract, it shall at all times comply with the Social Security Contributions and Benefits Act 1992 (SSCBA) and all other statutes and regulations relating to NICs in respect of that consideration.
- (3) The Client may, at any time during the term, completion extension or post termination of this Contract, request the Contractor to provide information which demonstrates how the Contractor complies with its obligations under tax and National insurance Clauses (1) and (2) above or why those Clauses do not apply to it.

A request under Clause (3) above may specify the information which the Contractor shall provide and the period within which that information must be provided.

In the case of a request mentioned in clause (3) above, the provision of inadequate information or a failure to provide the information within the requested period, during any term or extension, may result in the Client terminating the Contract.

Any obligation by the Contractor to comply with Clause (1), (2), (3) shall survive any term, extension, completion or termination and the Contractors obligations to Indemnify the Client shall survive without limitation until such time as any of these obligations are complied with.

The Client may supply any information, including which it receives under Clause (3) to the Commissioners of Her Majesty’s Revenue and Customs for the purpose of the collection and management of revenue for which they are responsible.

If the Client has to pay any such obligations owed by the Contractor under Clauses (1) and (2) then the Contractor shall pay back to the Client in full, any money that the Client has to pay, and the Contractor shall also pay back the Client for any fine or compensate the Client for any other punishment imposed on the Client because the tax or national insurance due was not paid by the Contractor.

### **Assignment and Subcontracting**

The Client or UK SBS acting as an agent on behalf of the Client may at any time assign, transfer, charge, subcontract or deal in any other manner with any or all of their rights or obligations under the Contract.

The Contractor may not assign, transfer, charge, subcontract or deal in any other manner with any or all of its rights or obligations under the Contract, without prior written consent from the Client or UK SBS, acting as an agent on behalf of the Client.

# Contract Data

## The Contractor's Contract Data

The Contractor is

Name

WH Scott & Son Engineers Ltd

Address for communications

Unit 6, Highgate Business Park, 16-44 Trench Park, Mullask,  
Newtonabbey, Ellon, AB41 8BR

Address for electronic  
communications

The fee percentage is

N/A

%

The people rates are

category of person

unit

rate

category of person	unit	rate
As per the Suppliers "Appendix B: UKRI-3509 Price Schedule" attached		

The published list of Equipment is

The percentage for adjustment for Equipment is

% (state plus  
or minus)

# The Contractor's Offer and Client's Acceptance

The Contractor offers to Provide the Works in accordance with these conditions of contract for an amount to be determined in accordance with these conditions of contract.

The offered total of the Prices is

£37,000.00 for Year 1 and 2 PPM

Signed on behalf of the Contractor

Name FOIA Section 40 Personal Information

Position

Signature

Date

The Client accepts the Contractor's Offer to Provide the Works

Signed on behalf of the Client

Name FOIA Section 40 Personal Information

Position

Signature

Date



# Price List

**The total of the Prices**

As per the Bidders Price Schedule

The method and rules used to compile the Price List are

As per the Suppliers "Appendix B: UKRI-3509 Price Schedule" attached.  
A maximum of £142,000.00 GBP ex VAT shall be placed via this contract.  
UKRI reserve the right to extend the services to a third year at its discretion.

# Scope

## 1 Description of the *works*

Please refer to the UKRI-3509 Invitation to Tender documentation and all supporting Appendices for full details of this project. All documents are provided within the Contract Pack.

## 2 Drawings

Please refer to the UKRI-3509 Invitation to Tender documentation and all supporting Appendices for full details of this project. All documents are provided within the Contract Pack.

# Scope

## 3 Specifications

Please refer to the UKRI-3509 Invitation to Tender documentation and all supporting Appendices for full details of this project. All documents are provided within the Contract Pack.

## 4 Constraints on how the Contractor Provides the Works

Please refer to the UKRI-3509 Invitation to Tender documentation and all supporting Appendices for full details of this project. All documents are provided within the Contract Pack.

# Scope

## 5 Requirements for the programme

Please refer to the UKRI-3509 Invitation to Tender documentation and all supporting Appendices for full details of this project. All documents are provided within the Contract Pack.

## 6 Services and other things provided by the *Client*

Please refer to the UKRI-3509 Invitation to Tender documentation and all supporting Appendices for full details of this project. All documents are provided within the Contract Pack.

# Site Information

Please refer to the UKRI-3509 Invitation to Tender documentation and all supporting Appendices for full details of this project. All documents are provided within the Contract Pack.