 **PRIVATE & CONFIDENTIAL**

 ***[GUIDANCE NOTE: THIS DOCUMENT SHOULD BE USED FOR CONSULTANTS WITH MINOR NON-DESIGN ROLES. IF IN DOUBT, PLEASE CONTACT THE GROUP TECHINCAL DIRECTOR. ]***

CREST NICHOLSON OPERATIONS LIMITED

and

[INSERT NAME OF CONSULTANT]

SHORT FORM FRAMEWORK AGREEMENT RELATING TO THE SUPPLY OF
CONSULTANCY SERVICES

***[YOU NEED TO REMOVE ALL [ ]S AND COMPLETE/DELETE THE INFORMATION HIGHLIGHTED YELLOW BEFORE SENDING THIS DOCUMENT TO THE CONSULTANT.]***

**[DRAFT FOR DISCUSSION – April 2021 – Not available for Acceptance]**

This Framework Agreement is dated this day of 202[ ][[1]](#footnote-2)

**BETWEEN**

1. **CREST NICHOLSON OPERATIONS LIMITED** a company registered in England & Wales with Company No. 01168311 whose registered office is at Crest House, Pyrcroft Road, Chertsey, Surrey KT16 9GN ("**Crest Nicholson**"); and

*[for use where the consultant is a limited company*\*

(2) [FULL COMPANY NAME] **LIMITED** a company incorporated and registered in [England and Wales] [Scotland] with company number [INSERT REGISTERED NUMBER] whose registered office is at [INSERT REGISTERED OFFICE ADDRESS] (the "Consultant").]

*[for use where the consultant is incorporated as a limited liability partnership (LLP)*\*

1. [FULL PRACTICE NAME] **LLP** a limited liability partnership incorporated and registered in [England and Wales] [Scotland] with company number [INSERT REGISTERED NUMBER] whose registered office is at [INSERT REGISTERED OFFICE ADDRESS] (the "Consultant").]

**Note** - YOU CAN CHECK COMPANY AND LLP NAMES, REGISTERED NUMBERS AND REGISTERED OFFICES BY USING THE FREE WEBCHECK SERVICE AVAILABLE AT
<http://www.companieshouse.gov.uk/> **IT IS ESSENTIAL THAT THESE DETAILS ARE CORRECT**

*[for use where the consultant is an unincorporated partnership\**

(2) [FULL PRACTICE NAME] a firm whose principal place of business is at [INSERT MAIN OFFICE ADDRESS] (the "Consultant").]

*[for use where the consultant is a sole trader*\*

1. [FULL CONSULTANT NAME] trading on his own account [as INSERT ANY TRADING NAME] and whose principal place of business is at [INSERT OFFICE ADDRESS] (the "Consultant").]

**WHEREAS**:

1. Crest Nicholson is a leading developer of residential and mixed use properties within the UK.
2. Crest Nicholson wishes to enter into this Framework Agreement with the Consultant pursuant to which Crest Nicholson and/or one or more Group Company and/or any joint venture or limited liability partnership including Crest Nicholson and/or a Group Company as a participant, shareholder or member (as the case may be) from time to time may place and/or let an appointment or series of appointments to the Consultant to provide certain consultancy services which may be required by a Client or Clients in relation to for one or more Sites.
3. When a Client requests services from the Consultant, and the Consultant is able to provide such services, the relevant parties will enter into a Services Order in accordance with this Framework Agreement.
4. A Services Order may be issued by Crest Nicholson or any Group Company and/or any joint venture or limited liability partnership including Crest Nicholson and/or a Group Company as a participant, shareholder or member (as the case may be) from time to time identified in or identifiable under this Framework Agreement.

**NOW IT IS HEREBY AGREED** as follows:

1. Definitions and Interpretation
	1. In this Framework Agreement, the following words and expressions shall (except where the context otherwise requires) have the following meanings:

1.1.1 ‘**Additional Services**’ any services to be provided by the Consultant to the Client additional to the Services set out in a Services Order as may be instructed by a Client from time to time;

1.1.2 ‘**Additional Services Instruction’** means an instruction to undertake additional services in relation to any Site and/or Sites substantially in the form attached at Schedule 3 of this Framework Agreement in relation to any Site or Sites;

1.1.3 ‘**Associated Persons**’means in relation to the Consultant, any person (including but not limited to Consultant’s Employee’s agents or subsidiaries of the Consultant) who is authorised to perform services for or on behalf of the Consultant;

### 1.1.4 ‘**Client**’ means such of Crest Nicholson and/or or any Group Company and/or any joint venture or limited liability partnership including Crest Nicholson and/or a Group Company as a participant, shareholder or member (as the case may be) from time to time as places and/or lets a Services Order to the Consultant;

### 1.1.5‘**Commencement Date**’ means the date of this Framework Agreement;

1.1.6 ‘**Consultant's Employees**’any individual who is employed or otherwise engaged by the Consultant or any subcontractor of the Consultant and who provides the whole or any element the Services;

1.1.7 ‘**Group Company**’means any subsidiary or holding company of Crest Nicholson or of another subsidiary or holding company of Crest Nicholson, as subsidiary and holding company are understood within Section 1159 Companies Act 2006, but on the basis that the holding of not less than 25% of the voting rights shall be deemed to satisfy the condition in Section 1159(1)(a);

### 1.1.8‘**Services**’means the services to be provided by the Consultant to the Client set out in any Services Order (as may be amended by the relevant Services Order) and any Additional Services requested by the Client from time to time during the Term;

### 1.1.9‘**Services Order**’ means any specific appointment entered into between any Client and the Consultant substantially in the form attached at Schedule 2 of this Framework Agreement in relation to any Site or Sites;

1.1.10 ‘**Site**’means the site or sites set out in the Services Order at or in relation to which Services are to be performed;

1.1.11 ‘**Term**’ means the period from the Commencement Date up to and including the earlier of 31st July 2025 and the date of termination of this Framework Agreement;

1.1.12 ‘**Terms and Conditions**’ means the terms and conditions set out at Schedule 1 of this Framework Agreement.

* 1. A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
	2. Clause, schedule and paragraph headings shall not affect the interpretation of this Framework Agreement or any Services Order.
	3. The Schedules form part of this Framework Agreement and shall have effect as if set out in full in the body of this Framework Agreement. Any reference to this Framework Agreement includes the Schedules.
	4. A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
	5. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
	6. Unless expressly provided otherwise in this Framework Agreement, a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that legislation or legislative provision.
	7. A reference to **writing** or **written** includes email but does not include fax.
	8. Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
	9. A reference to this Framework Agreement or to any other agreement or document is a reference to this Framework Agreement or such other agreement or document, in each case as varied from time to time.
	10. References to clauses and Schedules are to the clauses and Schedules of this Framework Agreement.
	11. Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
1. **FRAMEWORK AGREEMENT**
	1. This Framework Agreement comprises:
		1. this Framework Agreement;
		2. the Terms and Conditions attached at Schedule 1;
		3. the draft Services Order attached at Schedule 2; and
		4. the draft Additional Services Instruction attached at Schedule 3;

2.2 In consideration of the payment of £10 (Ten Pounds Sterling) by Crest Nicholson to the Consultant, receipt of which is hereby acknowledged by the Consultant, Crest Nicholson for the benefit of itself and any Group Company and/or any joint venture or limited liability partnership including Crest Nicholson and/or a Group Company as a participant, shareholder or member (as the case may be) from time to time hereby appoints the Consultant and the Consultant accepts such appointment to carry out at any time during the Term such Services as are required by any Services Order issued by any Client pursuant to clause 3 below in accordance with the Terms and Conditions.

**3. SERVICES ORDERS**

3.1 During the Term, any Client may request the Consultant to carry out Services by issue of one or more Services Order in relation to one or more Site.

* 1. Unless previously withdrawn by the relevant Client, within seven (7) days of receipt of any Services Order the Consultant shall execute the Services Order as a deed and deliver the same to the Client.
	2. Any Services Order issued by a Client pursuant to this Framework Agreement and any Additional Services Instruction issued pursuant to the Terms and Conditions incorporate or shall be deemed to incorporate the Terms and Conditions. Any quotation, fee proposal or tender received by any Client or Clients from the Consultant in respect of any Services or Additional Services performed or to be performed by the Consultant pursuant to a Services Order or any Additional Services Instruction shall be of no effect and do not form part or apply to any Services Order, any Additional Services Instruction and/or this Framework Agreement under any circumstances unless expressly incorporated and/or set out in the relevant Services Order or Additional Services Instruction.
	3. This Framework Agreement shall not be an exclusive arrangement between any Client and the Consultant as to any Services Orders which may be placed and/or let under it nor shall any Client be bound to offer any Services Order to the Consultant under this Framework Agreement or otherwise in preference to any other consultant or at all.
	4. Without prejudice and subject to clause 3.4 above, any Services carried out by the Consultant pursuant to this Framework Agreement other than as the result of the issue of a Services Order shall be carried out in accordance with the Terms and Conditions as if a Services Order had been issued.
	5. This Framework Agreement shall be effective from the Commencement Date and shall continue to be effective until the earlier of either termination pursuant to clause 4.1 or the expiry of the Term. Nothing in this Framework Agreement shall affect or reduce the Consultant's obligations or liabilities under any Services Order or Additional Services Instruction.
1. **TERMINATION/EXPIRY OF THE FRAMEWORK AGREEMENT**
	1. Crest Nicholson may terminate this Framework Agreement at any time and for any reason by giving written notice to the Consultant stating that it is terminating this Framework Agreement pursuant to this clause 4.1 and that the Framework Agreement will terminate on the date falling fourteen (14) days after the date of the receipt by the Consultant of the written notice.
	2. Termination or expiry of this Framework Agreement shall not terminate the Consultant’s engagement under any Services Order, which shall remain in full force and effect unless terminated in accordance with the Terms and Conditions.
	3. The termination of any Services Order shall not affect any other Services Order or this Framework Agreement.
	4. Termination or expiry of this Framework Agreement shall be without prejudice to the accrued rights and/or remedies of either party.
2. **LIABILITY AS BETWEEN CLIENTS**

5.1 The Consultant acknowledges and accepts that Crest Nicholson is entering this Framework Agreement for the benefit of itself and any Group Company and/or any joint venture company or limited liability partnership including Crest Nicholson and/or a Group Company as a shareholder or member (as the case may be) from time to time to enable Services Orders to be issued by Client’s from time to time. The Consultant acknowledges and accepts that no party, other than the Client named in the relevant Services Order, for whose benefit Crest Nicholson has entered into this Framework Agreement shall have any liability to the Consultant under or arising from that Services Order and the Consultant’s sole recourse in relation thereto shall be against the Client named in the relevant Services Order.

1. **EXISTING APPOINTMENTS**

6.1 Any instruction or order issued or made by Crest Nicholson to the Consultant prior to the Effective Date will continue in full force and effect upon the relevant contractual terms and/or conditions applicable to the said instruction or order.

1. **VARIATION**

7.1 No variation of this Framework Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

1. **ASSIGNMENT**
	1. Neither Crest Nicholson nor the Consultant shall assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Framework Agreement without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed).
2. Relationship of Parties
	1. Nothing contained in this Framework Agreement shall be construed so as to imply that there is any relationship between any Client and the Consultant of partnership or of principal/agent or of employer/employee.
3. Bribery & Corruption
	1. The Consultant warrants to Crest Nicholson and to each Client that as at the date of this Framework Agreement and throughout the Term that it and/or its Associated Persons will comply with all obligations arising out of the Bribery Act 2010 and will comply with Crest Nicholson's Anti-Bribery and Corruption Policy as amended, superseded and replaced from time to time. A copy of the latest version will be available during the Term on Crest Nicholson's website at: <http://www.crestnicholson.com/legal-information/supply-chain>.
	2. Any breach of Clause 10.1 by the Consultant or any of its Associated Persons (whether with or without the knowledge of the Consultant) shall be a ground for termination of any and all Services Orders then in place under clause 8.2 of the Terms and Conditions.
4. MODERN SLAVERY ACT
	1. In performing its obligations under this Framework Agreement and any Services Order, the Consultant will, and will ensure that any of its employees will, comply with all applicable laws, statutes, and regulations in force relating to modern slavery including, but not limited to, the Modern Slavery Act 2015. The Consultant represents, warrants and undertakes that it conducts its business in a manner that is consistent with the requirements and principles of the Modern Slavery Act 2015.

11.2 Any breach of Clause 11.1 by the Consultant shall be a ground for termination of any and all Services Orders then in place under clause 8.2 of the Terms and Conditions.

1. Waiver, Forbearance and Variation
	1. The rights of either party under this Framework Agreement shall not be prejudiced or restricted by any indulgence or forbearance extended to the other party. No waiver by either party in respect of a breach shall operate as a waiver in respect of any subsequent breach.
	2. This Framework Agreement shall not be varied, unless the variation is expressly agreed in writing by a duly authorised signatory of each party.
2. Entire Agreement
	1. Except as set out in any Services Order, this Framework Agreement and all documents referred to herein, constitutes the entire agreement between the parties in connection with its subject matter and supersedes all prior representations, communications, agreements negotiations and understandings whether oral or written concerning the subject matter of this Framework Agreement.
3. **THIRD PARTY RIGHTS**
	1. Except as set out in Clause 14.2, nothing in this Framework Agreement is intended to confer any rights on any third party pursuant to the Contracts (Rights of Third Parties) Act 1999.
	2. The obligations and duties imposed on the Consultant and the rights and remedies vested in Crest Nicholson under or in connection with this Framework Agreement shall be enforceable by and shall (in addition) vest in each Client pursuant to the Contracts (Rights of Third Parties) Act 1999.
	3. The rights of Crest Nicholson to terminate or the rights of the parties to vary this Framework Agreement are not subject to the consent of any person.
4. Service of Notices
	1. Any written notices to be given under this Framework Agreement shall either be delivered personally or sent by pre-paid recorded or special delivery or other ‘signed for’ post to:

In the case of Crest Nicholson: to Crest Nicholson Operations Limited, Crest House, Pyrcroft Road, Chertsey, Surrey KT16 9GN. Marked FAO: the Company Secretary.

In the case of the Consultant: to [ ]

* 1. A communication sent according to clause 15.1 shall be deemed to have been received:
		1. if delivered by hand, at the time of delivery; or
		2. if sent by pre-paid recorded or special delivery or other ‘signed for’ post, at the time of delivery.

If, under the preceding provisions of this clause15.2, a communication would otherwise be deemed to have been received outside normal business hours in the place of receipt, being 9.30 a.m. to 5.30 p.m. on a Working Day, it shall be deemed to have been received at 9.30 a.m. on the next Working Day.

15.3 This clause does not apply to the service of any proceedings or other documents in any legal action or other method of dispute resolution.

15.4 A notice given under this Framework Agreement is not valid if sent by email.

1. Governing law and jurisdiction
	1. This Framework Agreement shall be governed by and construed in accordance with English law and the courts of England & Wales shall have exclusive jurisdiction with regard to all matters arising from it.

**IN WITNESS WHEREOF** the parties have executed this Framework Agreement as a deed and delivered it on the date written above.

|  |  |
| --- | --- |
| Executed as a Deed by [INSERT NAME OF ATTORNEY HERE] as attorney for **CREST NICHOLSON OPERATIONS LIMITED** in the presence of:Signature of Attorney:Signature of Witness:Name: Occupation:Address: | Executed as a Deed by **[INSERT NAME OF CONSULTANT]** acting by a [director[ [applicable to limited companies ONLY] [member] [applicable to LLPs ONLY] in the presence of a witness:Signature of [Director] [Member]:Name:Signature of Witness:Name:Occupation:Address: [For execution clauses for unincorporated partnerships (not LLPs) or sole traders please consult with CNO CoSec Team] |

1. Terms and Conditions
2. Definitions and Interpretation

1.1 In this Agreement unless the context otherwise requires:

**"Additional Fees”** the fees payable by the Client to the Consultant in respect of any Additional Services;

**"Agreed Fees"** the fee payable to the Consultant in accordance with these Terms and Conditions and set out in the Services Order;

**"Business Day"** any day that is not a Saturday, Sunday or public holiday in England;

**"Client Personal Data"**the Personal Data relating to the Client’s customers, employees, suppliers, contractors and employees of suppliers and contractors that are processed by the Consultant under this Agreement;

**"CDM Regulations"** the Construction (Design and Management) Regulations 2015 as may be amended, superseded or replaced from time to time during the Term;

**"Confidential Information"** secret or confidential commercial, financial, marketing, technical or other information know-how; trade secrets and other information in any form or medium; whether disclosed orally or in writing before or after the date of the Services Order, together with any reproductions of such information in any form or medium or any part(s) of this information. The term "**confidential**" means that the information, either in its entirety or in the precise configuration or assembly of its components, is not publicly available;

**"Data Protection Laws"**all applicable data protection and privacy legislation in force from time to time in the UK;

**"Deleterious Materials"** substances, materials, processes or methods of working that are according to the latest UK construction industry guidance known at the time of specification to be:

1. deleterious to or pose a hazard to health and safety; or
2. likely to adversely affect performance or durability of the works or the completed works at the Site in the particular circumstances in which they are used;
3. other substances, materials, processes or methods of working not in accordance with:

#### British or (where applicable) European Standards;

#### codes of practice or applicable Agrément Certificates issued by the British Board of Agrément;

#### good building practice; or

1. the recommendations contained in the guide "Good Practice in the Selection of Construction Materials 2011" March 2011 (British Council for Offices) or the BRE Digest;

**"Environmental Laws"** all and any applicable laws in force from time to time in the UK relating to, or concerning, the protection of the environment;

**"Force Majeure"** any event outside the reasonable control of either the Client or the Consultant affecting its ability to perform any of its obligations under the Services Order and/or any Additional Services Instruction including an Act of God, fire, flood, lightning, war, revolution, an act of terrorism, riot or civil commotion but excluding strikes, lock-outs or other industrial action;

**"Framework Agreement"** the agreement between Crest Nicholson and the Consultant pursuant to which the Services Order is let/placed;

**"Health and Safety Laws"** all and any applicable laws in force from time to time in the UK relating to human health and safety or the condition of the workplace;

**"Intellectual Property"** any patent, registered design, copyright (including rights in software), design right, database right, moral right, trade mark, service mark, domain name, rights in confidential information and all similar property rights anywhere in the world, whether registered or not, and including any application for registration of the aforementioned;

**"Invoice Date"** the dates upon which the Consultant is to make a Payment Application pursuant to clause 7 as set out in the Services Order and/or Additional Services Instruction (as applicable);

**"Key Deliverables"** the designs, reports, specifications and other documents and materials to be prepared by or on behalf of the Consultant as part of or in relation to the Services or Additional Services in any form as set out in the Services Order and/or any Additional Services Instruction;

**"Milestones"** the milestones set out in the Services Order and/or any Additional Services Instruction;

**“Personal Data”** shall be as defined in the Data Protection Laws;

‘**Services**’means the services to be provided by the Consultant to the Client set out in the Services Order;

**"Services Commencement Date"** the date stated in the Services Order for the commencement of the Services and in relation to any Additional Services, the date stated in the relevant Additional Services Instruction;

**"Scheme of Construction Contracts"** Part I of the Scheme for Construction Contracts (England and Wales) Regulations 1998 as amended and as may be further amended from time to time;

**“Termination Date”** the date upon which a termination of the Consultant’s appointment pursuant to the Services Order and any Additional Services Instruction becomes effective; and

**“Third Party Agreement”** means any agreement between the Client and a third party relating to the Services, any Additional Services and/or the Site of which the Client notifies the Consultant from time to time.

* 1. In these Terms and Conditions, unless the context otherwise requires, the words or expressions that begin with capital letters not otherwise defined in clause 1.1 shall have the meanings as set out in the Framework Agreement.
	2. In these Terms and Conditions, save where the context otherwise requires, “Client” refers to the Client as enters into lets and/or places the Services Order with the Consultant pursuant to the Framework Agreement and these Terms and Conditions shall be construed accordingly.
	3. The headings to clauses are inserted for convenience only and will not affect the interpretation or construction of this Agreement. Words and numbers imparting the singular will include the plural and vice versa. Words imparting a gender include every gender, and references to persons include an individual, company, corporation, firm or partnership.
	4. References to any statute or statutory provision will include (i) any subordinate legislation made under it, (ii) any provision that it has modified or re-enacted (whether with or without modification), and (iii) any provision that subsequently supersedes it or re-enacts it (whether with or without modification).
	5. References to applicable laws will include all or any statute, common law, rule, regulation, treaty, directive, direction, decision of the Court, byelaw, code of practice, circular, guidance note, statutory guidance, order, notice, demand or official guideline or permit of any governmental, statutory or regulatory authority, agency or body.
	6. Unless the context otherwise requires, any reference to European Union law that is directly applicable or directly effective in the UK at any time is a reference to it as it applies in England and Wales from time to time including as retained, amended, extended, re-enacted on or after 11 pm on 31 December 2020.
	7. The words and phrases "other", "including" and "in particular" will not limit the generality of any preceding words, or be construed as being limited to the same class as any preceding words where a wider construction is possible.
	8. All references in these Terms and Conditions to Clauses relate to the clauses of these Terms and Conditions only, unless otherwise stated.
1. Services prior to Services Order & Additional Services
	1. Notwithstanding the date of the Services Order, the parties agree that any Services and/or any Additional Services (if any) carried out by the Consultant in connection with the subject matter of the Services Order prior to the date thereof are deemed to have been carried out subject to these Terms and Conditions and any and all consideration paid by or on behalf of the Client in respect of such Services shall be deemed to have been paid on account of the Agreed Fees and/or the Additional Fees (as applicable).
	2. The Client and the Consultant recognise that Additional Services may be required beyond those set out in the Services Order. The Client and the Consultant will use the Additional Services Instruction(s) to document any Additional Services and any Additional Fees from time to time.
2. Specified Person
	1. Notwithstanding that the Client under any Services Order may not be Crest Nicholson unless specifically stated in the Services Order to the contrary Crest Nicholson shall have full authority to receive and issue applications, consents, instructions, notices (including, but not limited to, any Payment Notice or Pay Less Notice), requests or statements and otherwise act for the Client under any of these Terms and Conditions.
	2. The Client may at any time revoke the whole or any part of Crest Nicholson's authority and the Consultant is entitled to rely on such authority until it receives by notice in writing from the Client of such revocation.
3. The Consultant's Obligations
	1. Subject to clause 2.1, from the relevant Services Commencement Date the Consultant shall provide the Services and Additional Services in accordance with these Terms and Conditions as may be amended in the Services Order and/or any Additional Services Instruction.
	2. The Consultant will provide the Services and/or any Additional Services, including delivering the Key Deliverables by the specified Milestones:
		1. exercising the degree of reasonable skill, care and diligence to be expected of a properly qualified and competent professional consultant experienced in undertaking services of a similar nature to the Services; and
		2. regularly and diligently;
		3. in accordance with any reasonable instructions notified to it by the Client from time to time; and
		4. in accordance with all applicable laws and regulations
	3. Insofar as the Services and/or any Additional Services require the Consultant to specify materials for use in any works at the Site and/or the Consultant does so specify such materials, the Consultant shall exercise the degree of reasonable skill, care and diligence referred to in clause 4.2.1 so as not to specify any Deleterious Materials.
	4. The Consultant, its employees, agents, representatives and sub-contractors will at all times maintain high ethical standards and adhere to, and act in accordance with, Crest Nicholson’s ‘Supply Chain Code of Conduct’ (as amended and updated from time to time). A copy of the latest version will be available during the Term from Crest Nicholson’s website at: <https://www.crestnicholson.com/legal-information/supply-chain>.
	5. Any breach by the Consultant or the Consultant’s Employees (whether with or without the Consultant’s knowledge) of the ‘Supply Chain Code of Conduct’ will be deemed to be a material breach for the purposes of Clause 8.
	6. The Consultant will supply the Client with such information and reports, including any copies, as the Client reasonably requires in relation to the provision of the Services and any Additional Services.
	7. Upon request by the Client, the Consultant will execute and deliver without additional charge to the Client up to four (4) collateral warranties in such form as may be reasonably required by the Client and agreed between the Client and the Consultant and/or up to four (4) letters of reliance in such form as may be reasonably required by the Client and agreed between the Client and the Consultant each in favour of any person having and/or acquiring an interest in the Site or Sites or any part or parts thereof (excluding any purchaser, tenant or funder/mortgagee of a single residential unit).
	8. Any collateral warranties and/or letters of reliance in excess of the numbers required by clause 4.7 as may be required by the Client may be subject to the payment of a reasonable fee by the Client.
	9. Where any warranties and/or letters of reliance requested by the Client pursuant to clause 4.7 and/or clause 4.8 have not been executed and delivered to the Client by the Consultant within 14 days of receipt of the necessary engrossment or engrossments, without prejudice to any other remedy it may have, the Client may, notwithstanding any other provision of these Terms and Conditions, retain, deduct and/or withhold the entirety of any sum as may be or may become due to the Consultant under the relevant Services Order until such time as the said warranties and/or letters of reliance have been satisfactorily executed and delivered to the Client.
4. The Consultant's Warranties
	1. The Consultant warrants to the Client on a continuing basis that:
		1. it and the Consultant's Employees will comply with all applicable laws relating to the Services and any Additional Services;
		2. it is fully aware of the provisions of the CDM Regulations and that it possesses the requisite degree of competence and level of resources to meet (and will meet) the duties and obligations imposed on it, including, but not limited to, any obligations to co-operate with others. It will, at all times, use reasonable endeavours to ensure that the Client does not breach its obligations under the CDM Regulations;
		3. where required to visit and/or perform the Services and/or any Additional Services or any part thereof at a Site, it will observe all health and safety rules and regulations and any other reasonable security requirements that apply at the relevant Site; and
		4. it will not cause or contribute to any breach by the Client of any Third Party Agreement, provided that, where the Client notifies the Consultant of a Third Party Agreement after the date of the Services Order, the Consultant shall within 10 Business Days of receipt of a copy or relevant extracts of the said Third Party Agreement if it considers that compliance with the said Third Party Agreement will require Additional Services and/or a change to the Milestones and/or Key Deliverables.
5. The Client's Obligations
	1. The Client will provide the Consultant and the Consultant's Employees with such information, assistance and access to the relevant Site as the Consultant reasonably requires to comply with its obligations under the Services Order and/or any Additional Services Instruction.
6. Fees and Payment
	1. Provided that the Consultant has properly executed the Services Order and any Additional Services Instruction and returned the same to the Client (which shall be a condition precedent to any sums becoming due to the Consultant thereunder), in consideration of the proper execution by the Consultant of its duties and obligations under, and in accordance with, the Services Order and any Additional Services Instruction, the Client will pay the Consultant the Agreed Fees and any Additional Fees in accordance with this Clause 7.
	2. The Consultant will issue an invoice to the Client in respect of a payment instalment on the relevant Invoice Date with such information as the Client may reasonably require, including a purchase order number, Site name and confirmation of the Milestone to which the invoice relates, time sheets and details of progress made (a "**Payment Application**"). Each Payment Application must state the sum that the Consultant considers has or will become due to it on the relevant Invoice Date and the basis upon which that sum has been calculated. Each payment instalment will become due for payment on the date on which the Client receives the Payment Application ("**the Due Date for Payment**") and the final date for payment of each payment instalment will be 60 days from the relevant Due Date for Payment ("**the Final Date for Payment**").
	3. Where any payment instalment becomes due to the Consultant under the Services Order or any Additional Services Instruction, the Client will, no later than five (5) days after the Due Date for Payment, give notice to the Consultant specifying the amount (if any) of the payment instalment it considers to be or have been due to the Consultant on the Due Date for Payment and the basis on which the amount is calculated ("**Payment Notice**").
	4. In respect of each payment instalment, the Client will pay the Consultant by the Final Date for Payment (subject to any Pay Less Notice), the sum detailed in the Payment Notice or where a Payment Notice is not served, the sum stated in the Payment Application ("**Notified Sum**"). If the Client intends to pay less than the Notified Sum it will, no later than two (2) days before the Final Date for Payment give notice to the Consultant ("**Pay Less Notice**") of the sum that it considers is due to the Consultant on the date such Pay Less Notice is given and the basis upon which that sum has been calculated.
	5. If the Consultant becomes the subject of any of the circumstances described in Clause 8.1.2 between the last day for service of a Pay Less Notice under clause 7.4 and the Final Date for Payment, the Client will not be required to pay the Consultant the Notified Sum or any revised amount identified in a Pay Less Notice served in accordance with Clause 7.4.
	6. Should any sums be due to the Client from the Consultant under, or in connection with, the Services Order and/or any Additional Services Instruction then the Consultant will, subject to any Pay Less Notice served under this Clause, pay the sum requested by the Client ("**Notified Sum**") within 14 days of receiving notice of the same from the Client ("**Final Date for Payment**"). If the Consultant intends to pay less than the Notified Sum then it will, no later than two (2) days before the Final Date for Payment, give notice to the Client ("**Pay Less Notice**") of the sum that the Consultant considers to be due on the date such Pay Less Notice is served and the basis upon which the sum has been calculated.
	7. In relation to giving notices under this Clause 7 it is immaterial that the amount considered to be due may be zero.
	8. The Client will not be liable for any expenses incurred as a result of the Consultant's performance of its obligations under a Services Order or Additional Services Instruction unless such expenses have been approved in advance and in writing, and the relevant receipts have been provided. All approved and agreed expenses must be invoiced separately.
	9. All sums payable to the Consultant under the Services Order and any Additional Services Instruction are exclusive of VAT. Any VAT will be added if appropriate at the rate prevailing at the relevant tax point.
	10. The Client may set-off any sums, demands, penalties or interest owed to it by the Consultant against any outstanding element of the Agreed Fees and/or any Additional Fees.
	11. If the Client fails to make any payment of the Notified Sum (subject to any Pay Less Notice) on the relevant Final Date for Payment then the Consultant may charge the Client interest on the unpaid amount at the rate of 3% per annum above the base rate of Barclays Bank Plc for the time being from the Final Date for Payment until payment of the relevant amount is received in full by the Consultant. The parties agree that this provision constitutes a substantial remedy for the purposes of Section 9(1) of the Late Payment of Commercial Debts (interest) Act 1998.
7. Termination
	1. Either party may terminate the Consultant’s engagement under the Services Order and any Additional Services Instruction immediately on giving the other written notice if:
		1. the other party commits any material or repeated breach of its obligations under these Terms and Conditions or the relevant Services Order, and which in the case of a breach capable of being remedied, is not remedied within 20 days of a written request to remedy the same; or
		2. the other party becomes the subject of a voluntary arrangement, receivership, administration, liquidation or winding up; is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, if it convenes any meeting of its creditors or makes an arrangement or compromise with its creditors, if it applies for or obtains a moratorium under Part A1 of the Insolvency Act 1986 or it otherwise becomes insolvent or suffers any similar process or event, whether in the UK or otherwise.
	2. The Client may terminate the whole or any part of the Consultant’s engagement under the Services Order and any Additional Services Instruction immediately on giving the Consultant written notice if:
		1. any of the Consultant's Employees are, in the reasonable opinion of the Client, negligent or incompetent in the performance of the Services; or
		2. the Consultant is at any time in breach of its obligations under Clause 10 and/or Clause 11 of the Framework Agreement;

upon any termination under this Clause 8.2, the Client shall not be liable to the Consultant for any losses, costs, damages, claims or expenses suffered or incurred by the Consultant arising from or in connection with such termination including, without limitation, any amounts in respect of loss of profit, loss of contract, loss of opportunity.

* 1. Upon termination of the whole or any part of the Consultant’s engagement under the Services Order and/or any Additional Services Instruction for any reason whatsoever:
		1. the obligations of the parties under the Services Order and/or any Additional Services Instruction (as applicable) will cease in relation to that part so terminated save as to the extent expressly provided for in Clause 8.5; and
		2. where the whole of the Consultant’s engagement is terminated, each party will immediately return to the other party (or if the other party so requests, destroy) all of the other party's Confidential Information in its possession up to the Termination Date and will certify that it has done so Provided that each party may retain a copy as reasonably required by law or for the purpose of legitimate record keeping.
	2. The termination of the whole or any part of the Consultant’s engagement under the Services Order and/or any Additional Services Instruction will be without prejudice to the rights and remedies of either party thereunder that may have accrued up to the Termination Date.
1. Confidential Information
	1. Each party will keep confidential all Confidential Information disclosed or obtained as a result of the relationship of the parties under the Services Order and will neither use nor disclose the Confidential Information, except for the purposes of the proper performance of the Services Order or with the prior written consent of the other party (such consent shall be deemed to have been given in relation to each party’s employees, legal advisers and insurance providers). Where disclosure is made to any of that party's employees and advisors (for whom prior written consent has been given), it will be done subject to obligations equivalent to those set out in these Terms and Conditions. Each party agrees to use all reasonable endeavours to ensure that any such employees and advisors (for whom prior written consent has been given comply with such obligations. Each party will continue to be responsible to the other party regarding any disclosure or use of such Confidential Information by a person to whom disclosure is made.
	2. The obligations of confidentiality in this Clause 9 will not extend to any information that either party can show:
		1. is in, or has become part of, the public domain other than as a result of a breach of the obligations of confidentiality under this clause 9;
		2. was in its written records prior to the Services Commencement Date and not subject to any confidentiality obligations;
		3. was independently disclosed to it by a third party entitled to disclose the same; or
		4. is required to be disclosed under any applicable law, or by order of a court or governmental body or authority of competent jurisdiction.
	3. The Consultant will not make any announcement or otherwise publicise the existence of, or disclose to any person, the terms of the Services Order or Additional Services Instruction without the prior written consent of the Client.
2. Intellectual Property Rights
	1. All materials, including any specifications supplied by or on behalf of the Client, and any copies made by or for the Consultant, will be the property of the Client and shall be used only for the purposes of the Services and/or Additional Services, be treated as strictly confidential by the Consultant, and be returned by the Consultant immediately on request to the Client at the Consultant's sole risk and cost provided that the Consultant may retain a copy as reasonably required by law or for the purpose of legitimate record keeping relating to the provision of Services and/or Additional Services and kept under the same conditions of security and confidentiality as set out in clause 9.
	2. The Consultant, as beneficial owner and with full-title guarantee, hereby grants to the Client an unconditional, royalty-free, irrevocable, non-exclusive, non-terminable licence to use and to reproduce any and all Intellectual Property created or acquired in the course of, or as a result of, any work carried out by the Consultant under, or in pursuit of the Services Order and/or any Additional Services Instruction for any purpose whatsoever connected with the Site and/or the developed Site or any part thereof including, but without limitation, the design, construction, development, reconstruction, demolition, completion, maintenance, letting, occupation, promotion, management, sale, funding, advertisement, reinstatement, repair, refurbishment, fitting-out, alteration, modification, extension (including any right to reproduce the designs contained therein for any extension), as part of any planning application and use of the developed Site or any part thereof. The licence shall carry the right to grant sub-licences and this licence and such sub-licences shall be transferable to third parties. The Consultant shall not be liable for any use by the Client or any sub-licensee of the Intellectual Property for any purpose other than those listed in this clause 10.2 or for any purpose other than which the Intellectual Property was prepared and provided by the Consultant.
	3. The Consultant agrees (and will promptly undertake at the Client’s request) to do all such acts or deeds, and execute all such documents, as may be required by the Client to put into practice the provisions and intentions of this Clause 10. This will be at the Consultant’s own cost.
	4. At no extra cost to the Client, the Consultant will grant, or procure the grant of, a licence or sub-licence in the same terms as set out in clause 10.2 in respect of any Intellectual Property that the Consultant does not own, which is incorporated or utilised in any work done by the Consultant for the Client under the Services Order and/or any Additional Services Instruction.
	5. The Consultant warrants that the use by the Client, its employees, sub-contractors or agents of the Intellectual Property and/or any materials provided to the Client as part of the Services will not infringe the rights of any third party. The Consultant agrees to indemnify the Client and keep it indemnified at all times against all or any costs, claims, damages or expenses incurred by the Client (or for which the Client may become liable) for any Intellectual Property infringement claim or other claim relating to the Intellectual Property and/or any materials provided to the Client as part of the Services or Additional Services.
	6. The Consultant warrants that all moral rights existing now or in the future under the Copyright, Designs and Patents Act 1988 in relation to the Intellectual Property and/or any materials provided to the Client as part of the Services or Additional Services have been effectively waived. The Consultant shall obtain a corresponding written waiver from any third party referred to in clause 10.5 in favour of the Client.
	7. The Consultant will not without the Client’s prior written approval take or permit to be taken any photographs of the Site and/or any works on the Site for use in any publicity or advertising or publish alone or in conjunction with any other person any articles, photographs or other illustrations relating to the Site and/or any works on any Site nor impart to any publication, journal or newspaper or any radio or television programme, internet site or social media, blogs, posts or forums any information regarding Crest Nicholson or (where not the Client) the Client, the Services, any Additional Services, the Site and/or any works on the Site.
3. Data Protection
	1. Additional capitalised terms in this Clause 14 will have the meaning given to them in the Data Protection Laws unless otherwise defined in these Terms and Conditions.
	2. The Client will process Personal Data relating to the Consultant and its employees in accordance with Crest Nicholson’s Privacy Policy, which can be found on Crest Nicholson’s website at: <https://www.crestnicholson.com/legal-information/privacy-policy>.
	3. The Consultant will ensure it complies at all times with Data Protection Laws relating to its Processing of Client Personal Data. The Consultant undertakes to perform its obligations in a manner that does not cause the Client to breach Data Protection Laws relating to its Processing of the Client Personal Data. The Consultant will indemnify the Client, and keep the Client indemnified, against all losses, damages, costs, expenses and other liabilities (including legal fees) incurred by, awarded against or agreed to be paid by the Client arising from any breach of the Consultant’s obligations under this Clause 11.
4. Health and Safety
	1. At all times, the Consultant will comply with all relevant Health and Safety Laws insofar as they relate to the Services and/or any Additional Services. It is the Consultant's responsibility to ensure its employees, personnel, agents and sub-contractors comply with all relevant Health and Safety Laws.
5. Environmental Law
	1. It is the Consultant’s responsibility to ensure compliance by itself and its employees, personnel, sub-contractors and agents with all relevant Environmental Laws.
6. Insurance
	1. Subject to insurance being available on commercially reasonable rates and terms, the Consultant will maintain in force with reputable insurers throughout the term of the Services Order, and for a period of 12 years following the earlier of: (1) termination of the Services Order; and (2) completion of the Client’s works at the Site professional indemnity insurance for a minimum of [£[ ],000,000 ([ ] million pounds)] any one claim.

. ***[THE LEVELS OF PI SHOULD BE REVIEWED IN LIGHT OF THE RISK AND EXPOSURE CONNECTED WITH EACH SCOPE OF WORK. FOR ANY CONSULTANTS NOT LISTED, CONSULT THE GROUP TECHNICAL DIRECTOR]***

* 1. The Consultant will, on written request by the Client, provide the evidence that the Client requires to assess the Consultant's compliance with its obligations under this Clause 14.
	2. In the event that the Consultant’s professional indemnity insurance includes from time to time any:
		1. sub-limits of indemnity; or
		2. exclusions from policy coverage (for example in relation to pollution and contamination, asbestos, fire safety and cladding); or
		3. a retroactive date which is less than 12 years from the date of the Services Order;

The Consultant shall inform the Client and keep the client informed of any such sub-limits and/or exclusions and/or retroactive date in writing as and when they are applied to the Consultant’s professional indemnity insurance.

14.4 Where any insurance required to be maintained by the Consultant under this clause 14 is or becomes subject to an aggregate level of indemnity, whether in relation to the principal cover or in relation to any sub-limits of indemnity the Consultant shall inform the Client and keep the client informed of the amount and scope of any such aggregate limits and shall, subject always to the terms of the relevant policy of insurance, inform the Client of the amount and nature of any claim which may reduce and/or exhaust any such aggregate level of indemnity available under the relevant insurance.

1. Force Majeure
	1. If either party is affected by Force Majeure it will immediately notify the other party in writing of the matters constituting the Force Majeure. It will also keep the other party fully informed of any relevant change of circumstances whilst such Force Majeure continues.
	2. Save as provided in Clause 15.3, Force Majeure will not entitle either party to terminate the Services Order. Neither party will be in breach of the Services Order, or otherwise liable to the other, by reason of any delay in performance, or non-performance of any of its obligations due to Force Majeure.
	3. If the Force Majeure continues for longer than one (1) month, the Client may thereafter by giving the Consultant written notice terminate the Services Order and any Additional Services Instruction at any time whilst such Force Majeure continues.
2. Relationship of the Parties
	1. The relationship between the parties will be that of two independent contractors. Nothing contained in the Services Order, any Additional Services Instruction and/or these Terms and Conditions will render the Consultant (nor the Consultant's Employees) an employee, worker, agent or partner of the Client. Neither the Consultant nor the Consultant’s Employees will hold itself out as such.
3. Indemnities
	1. The Consultant will indemnify the Client and its personnel and agents against, and be liable for, any reasonably foreseeable: claims (whether for actual or consequential loss), demands, proceedings, damages, costs, loss, charges or liabilities arising from or incurred in connection with any breach of the Consultant’s obligations under the Services Order, any Additional Services Instruction and/or the Framework Agreement.
	2. Nothing in clause 17.1 shall restrict or limit the Client's general obligation to mitigate any loss it may suffer or incur as a result of an event that may give rise to a claim under Clause 17.1.
4. Assignment
	1. The Consultant may not assign, delegate, sub-contract, transfer, charge or otherwise dispose of all or any of its rights and responsibilities under the Services Order or any Additional Services Instruction without the Client's prior written consent.
	2. The Consultant shall not subcontract the whole or any part of the Services or any Additional Services without the Client’s prior written consent and it shall be a condition of any such consent that the Consultant shall (if requested by the Client) procure that any subcontractor appointed by the Consultant executes a deed of Collateral Warranty agreement or agreements in such form in favour of the Client and such of the persons referred to in clause 4 as the Client may require.
	3. No consent given by the Client under clause 18.1 shall in any way relieve the Consultant of any of its obligations under the Services Order or any Additional Services Instruction.
5. Right to Work
	1. The Consultant warrants to the Client that all its personnel or agents have the legal right to be in and to work in the United Kingdom and that the Consultant has seen, and has copies of, appropriate documentation to prove that right.
6. Records and Audit
	1. The Consultant will for a period of at least 6 years from the date of completion of the Services maintain accurate, up-to-date and complete records (in a form suitable for inspection) relating to the performance of its obligations under the Services Order and any Additional Services Instruction and will submit to the Client within 14 days of a request, such information, records or documents (redacted for any sensitive commercial information) in its possession or control that the Client reasonably requests for the purpose of auditing any information supplied to the Client under these Terms and Conditions, or verifying the Consultant’s compliance with its obligations under the Services Order and any Additional Services Instruction.
7. General
	1. These Terms and Conditions set out the basis upon which the Consultant will provide the Services and any Additional Services to the Client. No other terms or conditions endorsed, delivered, or contained in any acknowledgement, specification, or other document provided by the Consultant will form part of the Services Order, any Additional Services Instruction and/or these Terms and Conditions unless specifically so stated in the Services Order. The Consultant waives any right that it might otherwise have to rely on such terms and conditions.
	2. Subject to Clause 21.3 and Clause 21.4, a person who is not party to the Services Order will not have any rights, whether under the Contracts (Rights for Third Parties) Act 1999 or otherwise, to enforce any term of the Services Order and/or these Terms and Conditions.
	3. Where Crest Nicholson is not a party to the Services Order, Crest Nicholson will have the right to enforce any term of the Services Order and/or any Additional Services Instruction and/or these Terms and Conditions pursuant to the Contracts (Rights of Third Parties) Act 1999 provided always that the parties to the Services Order may vary or terminate the Services Order by agreement between them without requiring the consent of Crest Nicholson and need not comply with Section 2(1) of the Contracts (Rights of Third Parties) Act 1999.
	4. If any clause or part of any clause of these Terms and Conditions is found to be void or unenforceable for any reason by any court or administrative body of competent jurisdiction, that clause or that part of any clause will be deemed to be deleted from these Terms and Conditions. The parties may agree to substitute that clause with a new clause, which will, as far as possible, retain the original intention of the parties. In such an event the remaining provisions of these Terms and Conditions will continue to have full force and effect.
	5. Save in the case of any Additional Services Instruction, no purported alteration or variation of the Services Order and/or these Terms and Conditions will be effective unless it is in writing, refers specifically to the Services Order and is duly executed by or on behalf of each of the parties to the Services Order.
	6. The waiver by either party of a breach or default of any of the provisions of the Services Order, any Additional Services Instruction and/or these Terms and Conditions by the other party will not be construed as a waiver of any later breach of the same or other provisions, nor will any delay or omission on the part of either party to exercise or enforce any right, power or privilege that it has, or may have, under the Services Order, any Additional Services Instruction and/or these Terms and Conditions operate as a waiver of such right, power or privilege.
	7. Any notices sent under these Terms and Conditions must be in writing, save in relation to notices served pursuant to Clause 7 of these Terms and Conditions which may be served by email, notices may be served by personal delivery or by sending the notice by special delivery to the other party at the address stated in the Services Order or, in either case, any other address a party may notify to the other for the purpose of serving notices.
	8. Every notice will be deemed to have been served:
		1. if delivered personally when left at the address referred to in clause 21.7;
		2. if sent by special delivery two (2) Business Days after despatch of the notice or, if earlier upon actual delivery; and
		3. if sent by email on completion of its transmission.
8. Limitation
	1. The provisions of Section 5 of the Limitation Act 1980 do not apply to the Services Order and neither the Client nor the Consultant will rely upon a defence pleading Section 5 of the Limitation Act 1980 in any proceedings commenced under the Services Order nor will they contend in any proceedings or otherwise that the Services Order is subject to a limitation period of 6 years.
	2. Further to clause 22.1, the Services Order however signed shall take effect as a deed. For the avoidance of doubt the time for bringing proceedings in respect of the Services Order is extended to 12 years from the earlier of: (1) termination of the Services Order; and (2) completion of the Client’s works at the Site.
9. Governing Law / Dispute Resolution
	1. Any dispute or difference arising under, or in connection with, the Services Order and/or these Terms and Conditions may be referred to adjudication in accordance with the Scheme for Construction Contracts. The adjudicator will be appointed by the President or the Vice-President of the Royal Institute of Chartered Surveyors.
	2. The Services Order and/or these Terms and Conditions and any claim or dispute arising out of, or in connection with, them will be governed by, and interpreted exclusively, in accordance with English Law and the parties submit to the exclusive jurisdiction of the courts of England & Wales.
10. Template Services Order

This Services Order is dated the day of 20[ ][[2]](#footnote-3)

|  |  |
| --- | --- |
| **[CREST NICHOLSON OPERATIONS LIMITED**Address: Crest House, Pyrcroft Road, Chertsey, Surrey, KT16 9GNCompany No: 01168311][[3]](#footnote-4)*[for use where the Client IS NOT CNO AND is a limited company*\*[FULL COMPANY NAME] **LIMITED** a company incorporated and registered in [England and Wales] [Scotland] with company number [INSERT REGISTERED NUMBER] whose registered office is at [INSERT REGISTERED OFFICE ADDRESS]*[for use where the Client IS NOT CNO AND is incorporated as a limited liability partnership (LLP)*\*[FULL CLIENT NAME] **LLP** a limited liability partnership incorporated and registered in [England and Wales] with company number [INSERT REGISTERED NUMBER] whose registered office is at [INSERT REGISTERED OFFICE ADDRESS](the "**Client**")**[DRAFTING NOTE: THE SERVICES ORDER MUST BE ISSUED IN THE NAME OF THE ACTUAL CLIENT FOR THE SERVICES. THIS WILL EITHER BE CNO, A JV OR LLP. USUALLY THIS WILL BE THE PARTY THAT EITHER OWNS OR IS INTENDING TO PURCHASE THE SITE – IF IN DOUBT CHECK WITH CNO CoSec TEAM]**  | *[for use where the consultant is a limited company*\*[FULL COMPANY NAME] **LIMITED** a company incorporated and registered in [England and Wales] [Scotland] with company number [INSERT REGISTERED NUMBER] whose registered office is at [INSERT REGISTERED OFFICE ADDRESS] (the "Consultant").]*[for use where the consultant is incorporated as a limited liability partnership (LLP)*\*[FULL PRACTICE NAME] **LLP** a limited liability partnership incorporated and registered in [England and Wales] [Scotland] with company number [INSERT REGISTERED NUMBER] whose registered office is at [INSERT REGISTERED OFFICE ADDRESS] (the "Consultant").]**Note** - YOU CAN CHECK COMPANY AND LLP NAMES, REGISTERED NUMBERS AND REGISTERED OFFICES BY USING THE FREE WEBCHECK SERVICE AVAILABLE AT<http://www.companieshouse.gov.uk/> **IT IS ESSENTIAL THAT THESE DETAILS ARE CORRECT***[for use where the consultant is an unincorporated partnership\** [FULL PRACTICE NAME] a firm whose principal place of business is at [INSERT MAIN OFFICE ADDRESS] (the "Consultant").]*[for use where the consultant is a sole trader*\*[FULL CONSULTANT NAME] trading on his own account [as INSERT ANY TRADING NAME] and whose principal place of business is at [INSERT OFFICE ADDRESS] (the "Consultant").] |

1. The Client is a developer of residential [and mixed use] properties within the UK.[[4]](#footnote-5)
2. Pursuant to an Agreement dated [ ] 202[ ] between [the Client][[5]](#footnote-6) [Crest Nicholson Operations Limited][[6]](#footnote-7) and the Consultant (the “**Framework Agreement**”) the Client wishes to appoint the Consultant to provide certain consultancy services in relation to one or more Sites.
3. This Front Sheet and the attached Appendix (together the "**Services Order**") incorporate the Terms and Conditions attached at Schedule 1 of the Framework Agreement and all Services to be undertaken by the Consultant hereunder are to be carried out in accordance with the requirements of this Services Order and the said Terms and Conditions.
4. Notwithstanding any errors in the method of execution of this Services Order or that it may be signed underhand, it is intended by the Client and the Consultant to be treated as a deed as set out in the Terms and Conditions.
5. All words, terms and phrases used in the Terms and Conditions will have the same meaning where used in this Services Order save as expressly stated.
6. This Services Order will not vary the Terms and Conditions save to the extent expressly required and stated in the Special Conditions set out in the Appendix (if any).

**This Services Order is executed as a deed and is delivered and takes effect at the date written above.**

|  |  |
| --- | --- |
| [Executed as a Deed by [INSERT NAME OF ATTORNEY HERE] as attorney for **CREST NICHOLSON OPERATIONS LIMITED** in the presence of:Signature of Attorney:Signature of Witness:Name: Occupation:Address:][[7]](#footnote-8)[Where CNO is not the instruction client please consult with CNO CoSec team for the correct execution block] | Executed as a Deed by **[INSERT NAME OF CONSULTANT]** acting by a [director[ [applicable to limited companies ONLY] [member] [applicable to LLPs ONLY] in the presence of a witness:Signature of [Director] [Member]:Name:Signature of Witness:Name:Occupation:Address: [For execution blocks for unincorporated partnerships (not LLPs) or sole traders please consult with CNO CoSec Team] |

Appendix

SERVICES ORDER TERMS

|  |  |
| --- | --- |
| **PURCHASE ORDER NUMBER** | ***IS THIS TO BE AMENDED TO: TO BE PROVIDED BY CREST NICHOLSON ON RECEIPT OF THIS ORDER SIGNED BY THE CONSULTANT*** |
| **SERVICES** |  ***[INSERT DETAILS OF THE SERVICES HERE.]*** |
| **SERVICES COMMENCEMENT DATE** | ***[INSERT THE DATE THAT THE SERVICES ARE REQUIRED TO COMMENCE]*** |
| **AGREED FEES** | ***[£, ] [INSERT DETAILS OF THE TOTAL AGREED]******[XX% - MILESTONE 1*** ***XX% - MILESTONE 2*** ***XX% - MILESTONE 3*** ***XX% - MILESTONE 4]***  |
| **INVOICE DATE** | ***[INSERT BASIS AND TIMING OF INVOICING]***  |
| **KEY DELIVERIES AND MILESTONES** | ***[INSERT DETAILS OF ANY SPECIFIC DELIVERABLES HERE E.G. DELIVERY OF A REPORT, DRAWING AND MILESTONES (DATES BY WHICH THE DELIVERABLES WILL BE ACHIEVED) E.G. WITHIN TWO WEEKS OF THE COMMENCEMENT DATE. NOTE THAT THE MILESTONES ACT AS THE PAYMENT TRIGGERS.]*** |
| **SITE** | ***[INSERT DETAILS OF THE SITE IN RELATION TO WHICH THE SERVICES ARE TO BE PROVIDED]***  |
| **SPECIAL CONDITIONS** | ***[INSERT DETAILS OF ANY OTHER SPECIAL CONDITIONS IF APPLICABLE E.G. ANY AGREED KPIS OR OVERARCHING PROJECT GOALS]*** |

**Schedule 3**

**Template Additional Service Instruction**

This Additional Service Instruction is dated the day of 20[ ][[8]](#footnote-9)

|  |  |
| --- | --- |
| **[CREST NICHOLSON OPERATIONS LIMITED**Address: Crest House, Pyrcroft Road, Chertsey, Surrey, KT16 9GNCompany No: 01168311][[9]](#footnote-10)*[for use where the Client IS NOT CNO AND is a limited company*\*[FULL COMPANY NAME] **LIMITED** a company incorporated and registered in [England and Wales] [Scotland] with company number [INSERT REGISTERED NUMBER] whose registered office is at [INSERT REGISTERED OFFICE ADDRESS]*[for use where the Client IS NOT CNO AND is incorporated as a limited liability partnership (LLP)*\*[FULL CLIENT NAME] **LLP** a limited liability partnership incorporated and registered in [England and Wales] with company number [INSERT REGISTERED NUMBER] whose registered office is at [INSERT REGISTERED OFFICE ADDRESS](the "**Client**")**[DRAFTING NOTE: THE ADDITIONAL SERVICES INSTRUCTION MUST BE ISSUED IN THE NAME OF THE CLIENT NAMED IN THE UNDERLYING SERVICES ORDER. IF IN DOUBT CHECK WITH CNO CoSec TEAM]**  | *[for use where the consultant is a limited company*\*[FULL COMPANY NAME] **LIMITED** a company incorporated and registered in [England and Wales] [Scotland] with company number [INSERT REGISTERED NUMBER] whose registered office is at [INSERT REGISTERED OFFICE ADDRESS] (the "Consultant").]*[for use where the consultant is incorporated as a limited liability partnership (LLP)*\*[FULL PRACTICE NAME] **LLP** a limited liability partnership incorporated and registered in [England and Wales] [Scotland] with company number [INSERT REGISTERED NUMBER] whose registered office is at [INSERT REGISTERED OFFICE ADDRESS] (the "Consultant").]**Note** - YOU CAN CHECK COMPANY AND LLP NAMES, REGISTERED NUMBERS AND REGISTERED OFFICES BY USING THE FREE WEBCHECK SERVICE AVAILABLE AT<http://www.companieshouse.gov.uk/> **IT IS ESSENTIAL THAT THESE DETAILS ARE CORRECT***[for use where the consultant is an unincorporated partnership\** [FULL PRACTICE NAME] a firm whose principal place of business is at [INSERT MAIN OFFICE ADDRESS] (the "Consultant").]*[for use where the consultant is a sole trader*\*[FULL CONSULTANT NAME] trading on his own account [as INSERT ANY TRADING NAME] and whose principal place of business is at [INSERT OFFICE ADDRESS] (the "Consultant").]**[DRAFTING NOTE: THE ADDITIONAL SERVICES INSTRUCTION MUST BE ADDRESSED IN THE NAME OF THE CONSULTANT NAMED IN THE UNDERLYING SERVICES ORDER. IF IN DOUBT CHECK WITH CNO CoSec TEAM]** |

1. Pursuant to an Agreement dated [ ] 202[ ] between [the Client][[10]](#footnote-11) [Crest Nicholson Operations Limited][[11]](#footnote-12) and the Consultant (the “**Services Order**”) the Client appointed the Consultant to provide certain consultancy services in relation to one or more Sites.
2. The Client now wishes to instruct the Consultant to undertake certain additional services.
3. This Front Sheet and the attached Appendix (together the "**Additional** **Services Instruction**") are supplemental to the Services Order and incorporate the Terms and Conditions attached at Schedule 1 of the Framework Agreement and all Additional Services to be undertaken by the Consultant hereunder are to be carried out in accordance with the requirements of this Additional Services Instruction and the said Terms and Conditions.
4. Notwithstanding any errors in the method of execution of this Additional Services Instruction or that it may be signed underhand, it is intended by the Client and the Consultant to be treated as a deed as set out in the Terms and Conditions.
5. All words, terms and phrases used in the Terms and Conditions will have the same meaning where used in this Additional Services Instruction save as expressly stated.
6. This Additional Services Instruction will not vary the Terms and Conditions save to the extent expressly required and stated in the Special Conditions set out in the Appendix (if any).

**This Additional Services Instruction** **is executed as a deed and is delivered and takes effect at the date written above.**

|  |  |
| --- | --- |
| [Executed as a Deed by [INSERT NAME OF ATTORNEY HERE] as attorney for **CREST NICHOLSON OPERATIONS LIMITED** in the presence of:Signature of Attorney:Signature of Witness:Name: Occupation:Address:][[12]](#footnote-13)[Where CNO is not the instruction client please consult with CNO CoSec team for the correct execution block] | Executed as a Deed by **[INSERT NAME OF CONSULTANT]** acting by a [director[ [applicable to limited companies ONLY] [member] [applicable to LLPs ONLY] in the presence of a witness:Signature of [Director] [Member]:Name:Signature of Witness:Name:Occupation:Address: [For execution blocks for unincorporated partnerships (not LLPs) or sole traders please consult with CNO CoSec Team] |

Appendix

ADDITIONAL SERVICES INSTRUCTION TERMS

|  |  |
| --- | --- |
| **PURCHASE ORDER NUMBER** | ***IS THIS TO BE AMENDED TO: TO BE PROVIDED BY CREST NICHOLSON ON RECEIPT OF THIS ORDER SIGNED BY THE CONSULTANT*** |
| **SERVICES** |  ***[INSERT DETAILS OF ANY CHANGES TO THE SERVICE DESCRIPTION AS SET OUT IN THE SERVICES ORDER HERE.]*** |
| **SERVICES COMMENCEMENT DATE** | ***[INSERT THE DATE THAT THE ADDITIONAL SERVICES ARE REQUIRED TO COMMENCE]*** |
| **AGREED FEES** | ***[£, ] [INSERT DETAILS OF THE TOTAL AGREED]******[XX% - MILESTONE 1******XX% - MILESTONE 2******XX% - MILESTONE 3******XX% - MILESTONE 4]*** |
| **INVOICE DATE** | ***[INSERT BASIS AND TIMING OF INVOICING]***  |
| **KEY DELIVERIES AND MILESTONES** | ***[INSERT DETAILS OF ANY SPECIFIC DELIVERABLES HERE E.G. DELIVERY OF A REPORT, DRAWING AND MILESTONES (DATES BY WHICH THE DELIVERABLES WILL BE ACHIEVED) E.G. WITHIN TWO WEEKS OF THE COMMENCEMENT DATE. NOTE THAT THE MILESTONES ACT AS THE PAYMENT TRIGGERS.]*** |
| **SITE** | ***[INSERT DETAILS OF THE SITE IN RELATION TO WHICH THE ADDITIONAL SERVICES ARE TO BE PROVIDED]*** |
| **SPECIAL CONDITIONS** | ***[INSERT DETAILS OF ANY OTHER SPECIAL CONDITIONS IF APPLICABLE E.G. ANY AGREED KPIS OR OVERARCHING PROJECT GOALS]*** |

1. DO NOT DATE THIS DOCUMENT UNTIL FULLY SIGNED BY BOTH THE CONSULTANT AND CNO [↑](#footnote-ref-2)
2. Services Order to be dated ONLY once it has been executed by the Client and the Consultant [↑](#footnote-ref-3)
3. For Use ONLY where CNO is the instructing client [↑](#footnote-ref-4)
4. Amend as applicable [↑](#footnote-ref-5)
5. For Use ONLY where CNO is the instructing client [↑](#footnote-ref-6)
6. For Use Only where CNO is NOT the instructing Client [↑](#footnote-ref-7)
7. To be used ONLY where CNO is the Instructing Client [↑](#footnote-ref-8)
8. Services Order to be dated ONLY once it has been executed by the Client and the Consultant [↑](#footnote-ref-9)
9. For Use ONLY where CNO is the instructing client [↑](#footnote-ref-10)
10. For Use ONLY where CNO is the instructing client [↑](#footnote-ref-11)
11. For Use Only where CNO is NOT the instructing Client [↑](#footnote-ref-12)
12. To be used ONLY where CNO is the Instructing Client [↑](#footnote-ref-13)