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|  | **Form, Type and Conditions of Contract** | | |
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|  | The form and type of contract will be the JCT Minor Works Building Contract 2024.  This agreement is made the INSERT 2025 | | |
|  |  | | |
|  | **Between** | | |
|  |  | | |
|  | The Employer: NNC | | |
|  |  | | |
|  | The Contractor: INSERT | | |
|  |  | | |
|  | **The Recitals** |  | |
|  | First Recital | The Employer wishes to have the following work carried out:  Post inspection remedials to identified fire doors at The William Knibb Centre, Kettering, Northamptonshire.  under the direction of: Contract Administrator | |
|  |  |  | |
|  | Second Recital  Third Recital | the Employer has the following documents prepared which show and describe the work to be done:  *a Specification (‘the Contract Specification) and an independent survey report*.  which for identification have been signed or initialled by or on behalf of each Party; those documents together with this Agreement, the Conditions and, if applicable, a Schedule of Rates as referred to in the Third Recital (collectively ‘the Contract Documents’) are annexed to this Agreement;  the Contractor has supplied the Employer with a copy of the *priced Contract Specification and work schedules.* | |
|  | Fourth Recital  Fifth Recital  Sixth Recital  Seventh Recitals | for the purposes of the Construction Industry Scheme (CIS) under the Finance Act 2004, the status of the Employer is, as at the Base Date, that stated in the Contract Particulars;  for the purposes of the Construction (Design and Management) Regulations 2015 (‘ the CDM Regulations’), the status of the project that comprises or includes the Works is stated in the Contract Particulars  where so stated in the Contract Particulars, this Contract is supplemented by the Framework Agreement identified in those particulars;  whether any of the Supplemental Provisions 1 to 3 apply is stated in the Contract Particulars; | |
|  | **The Articles** |  | |
|  | Article 1- Contractor’s obligations  Article 2 – Contract Sum | The Contractor shall carry out and complete the Works in accordance with the Contract Documents.  £INSERT | |
|  | Article 3 – Collaborative working  Article 4 - Architect/ CA | The Parties shall work with each other and with other project team members in co-operative and collaborative manner, in good faith and in a spirit of trust and respect. To that end, each shall support collaborative behaviour and address behaviour which is not collaborative.  Contract Administrator: NNC | |
|  | Article 5 – CDM Regulations - Principal Designer and Principal Contractor | For the purposes of the CDM Regulations:  the Principal Designer is: n/a for this contract as repairs and reinstatements to existing only.  the Principal Contractor is: INSERT | |
|  | Article 6 – Building Regulations – Principal Designer and Principal Contractor  Article 7 – Adjudication  Article 8 – Arbitration  Article 9 – Legal proceedings | For the purposes of the Building Regulations:  the Principal Designer is: n/a for this contract as repairs and reinstatements to existing only  the Principal Contractor is: INSERT  If any dispute or difference arises under this Contract either party may refer it to adjudication in accordance with clause 7.3.  Where Article 8 applies, then, subject to Article 7 and the exceptions set out below, any dispute or difference between the Parties of any kind whatsoever arising out of or in connection with this Contract shall be referred to arbitration in accordance with Schedule 1 and the JCT 2024 edition of the Construction Industry Model Arbitration Rules (CIMAR). The exceptions to this Article 8 are   * Any disputes or differences arising under or in respect of the CIS or VAT, to the extent that legislation provides another method of resolving such disputes and differences; and * Any disputes or differences in connection with the enforcement of any decision of an Adjudicator   Subject to Article 7 and (where it applies) to Article 8, the English courts shall have jurisdiction over any dispute or difference between the Parties which arises out of or in connection with this Contract. | |
|  |  |  | |
|  | **Contract Particulars** |  | |
|  | Fourth Recital and the JCT Fluctuations Option | Base Date – 1st May 2025 | |
|  | Fourth Recital and clause 4.2 | Employer at the Base Date is not the ‘contractor’ for the purposes of the CIS | |
|  | Fifth Recital | CDM Regulations:  The project is not notifiable | |
|  | Sixth Recital  Seventh Recital and Schedule 2 | Framework Agreement (if applicable):  Does not Apply  Supplemental Provisions  Supplemental Provision 1: Health and safety *applies*  Supplemental Provision 2: Cost savings and value improvements *applies*  Supplemental Provision 3: Performance indicators and monitoring *applies* | |
|  |  |  |  |
|  | Article 8 - Arbitration | Article 8 and Schedule 1 (Arbitration) *applies* | |
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|  | 1.6.2 – Addresses for service of notices by the Parties | Employer: North Northamptonshire Council, Operations, The Corby Cube, George Street, Corby, NN17 1QG  Contractor: INSERT  The respective email addresses for the Parties are  Employer’s email: pshelpdesk.ncc@northnorthants.gov.uk  Contractor’s email: INSERT | |
|  |  |  | |
|  | 2.2 – Commencement and Completion | Works commencement date: INSERT | |
|  |  | Date for completion: INSERT | |
|  | 2.8 - Liquidated Damages | £250 per day | |
|  | 2.10 - Rectification period | Period 12 months from the date of practical completion | |
|  | 4.3 – Interim Payments | n/a | |
|  | 4.4 – Payments due prior to practical completion | 0 (unless different rate stated) % | |
|  | 4.4 – Payments becoming due on or after practical completion | 97½ (unless different rate stated) % | |
|  | 4.4 and 4.9 – Fluctuations provision | No fluctuations provision applies | |
|  | 4.9.1 - Supply of documentation for computation of amount to be finally certified | Period 1 month from the date of practical completion. | |
|  |  |  | |
|  | 5.3 - Contractor’s Public Liability Insurance; injury to persons or property – insurance cover ( for any one occurrence or series of occurrences arising out of one event) | *£10,000,000 (ten million pounds)* | |
|  | 5.4A, 5.4B and 5.4C - Insurance of the Works etc- alternative provisions | 5.4. | |
|  | 5.4 and 5.5- Percentage to cover professional fees | 15% | |
|  | 5.6 – Insurance Arrangements | *Public Liability £10,000,000 (ten million pounds). Employers Liability £5,000,000 ( five million pounds).* | |
|  | 6.2.3.2 Service of notices by email  7.1 Notification and negotiation of disputes  7.3 - Adjudication | Clause 6.2.3.2 *does not apply*  The respective nominees of the Parties are  Employer’s nominee: Legal Services  Contractor’s nominee: INSERT  The Royal Institution of Chartered Surveyors | |
|  | Schedule 1 **(**paragraph 2.1) - Arbitration – appointer of Arbitrator (and of any replacement) | President or a Vice-President: Royal Institution of Chartered Surveyor | |
|  | **Execution** | The Contract: will be executed as a deed. | |