

APPENDIX “A”

DETAILED TERMS OF THE  
CONDITIONS OF CONTRACT

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Form of Contract

A The Conditions of Contract shall be based on the Minor Building Works Contract with Contractor’s Design (MWD 2024), 2024 Edition as issued by the Joint Contracts Tribunal, incorporating all published Amendments as issued by the Joint Contract Tribunal at the date of tender.

Articles of Agreement

B The Articles of Agreement are to be made between The Horniman Public Museum & Public Park Trust (the Employer) and the contractor awarded the building contract (the Contractor).

Recitals

C First Recital: The recital will state that the Employer wishes to have carried out Alteration and extension works to the existing compost area at 100 London Road, London, SE23 3PQ to be carried out under the direction of the Contract Administrator.

D Second Recital: The recital will state that the Works include the design and construction of:

- 1. Piled foundations
- 2. Steelwork connection details
- 3. Steel framed gate

(‘the Contractor’s Designed Portion’)

E Third Recital: The recital will state that the drawings are numbered/listed in Appendix B

F Fourth Recital: The recital will state that the Employer has supplied to the contractor the Work Schedules (Schedules of Work)

G Fifth Recital: The extent of application is as identified in the Contract Particulars

H Sixth Recital: The extent of application is as identified in the Contract Particulars

J Seventh Recital: The extent of application is as identified in the Contract Particulars

K Eighth Recital: The extent of application is as identified in the Contract Particulars

Articles

A The headings to the Articles of Agreement are hereafter set out and after proper examination of each article in its entirety by the Contractor they are to allow hereunder such sum or sums as they may consider necessary in respect of any or all of the articles.

Article 1 Contractor's Obligations

Article 2 Contract Sum

Article 3 Collaborative working

Article 4 Contract Administrator

Article 5 CDM Regulations - Principal Designer and Principal Contractor

Article 6 Building Regulations - Principal Designer and Principal Contractor

Article 7 Adjudication

Article 8 Arbitration

Article 9 Legal proceedings

Contract Particulars

Part 1: General

A The Contract Particulars will be completed as follows:-

	<u>Clause</u>	
Base Date	Fifth Recital and JCT Fluctuations Option	January 2025
Construction Industry Scheme (CIS)	Fifth Recital and clause 4.2	Employer at the Base Date is not a 'contractor' for the purposes of CIS
CDM Regulations	Sixth Recital	The project is notifiable
Framework agreement	Seventh Recital	Not applicable
Health and safety	Eighth Recital and Schedule 2	Supplemental Provision 1 applies
Cost savings and value improvements	Eighth Recital and Schedule 2	Supplemental Provision 2 applies
Performance indicators and monitoring	Eighth Recital and Schedule 2	Supplemental Provision 3 applies
Arbitration	Article 8	Article 8 and Schedule 1 (Arbitration) do not apply
Addresses for service of notices etc.	1.6.2	To be agreed
Works commencement date	2.3	To be agreed
Date for Completion	2.3	31/03/25
Liquidated damages	2.9	<u>£1,000.00</u> per week
Rectification period	2.11	12 Months

Contract Particulars (Contd.)

Interim payments - Interim Valuation Dates	4.3	The first interim valuation date is: One month from commencement and thereafter the same date in each month or the nearest Business Day in that month
Interim payments - percentages of value - prior to Practical Completion	4.4	95 per cent
Interim payments - percentages of value - on or after Practical Completion	4.4	97½ per cent
Fluctuations provision	4.4 and 4.9	No Fluctuations Option applies
Supply of documentation	4.9.1	3 months
Contractor's Public Liability insurance	5.3	£ 5,000,000.00 for any one occurrence or series of occurrences arising out of one event
Insurance of the Works - Insurance Options	5.4, 5.5 and 5.6	Clause 5.5 (Works and existing structures insurance by Employer in Joint Names) applies
Percentage to cover professional fees	5.4 and 5.5	15 per cent
Insurance arrangements - details of the required policy or policies	5.6	Not applicable

Contract Particulars (Contd.)

Service of notices by email	6.2.3.2	6.2.3.2 applies  Employer's email: To be agreed  Contractor's email: To be agreed
Notification and negotiation of disputes	7.1	The respective nominees of the Parties are:  Employer's nominee: To be agreed  Contractor's nominee: To be agreed
Adjudication - Nominating body	7.3	President or a Vice-President or Chairman or a Vice Chairman of The Royal Institution of Chartered Surveyors
Appointer of Arbitrator	Schedule 1 (paragraph 2.1)	President or a Vice-President or Chairman or a Vice Chairman of The Royal Institution of Chartered Surveyors

Attestation

A      The Contract is to be executed "Underhand".

Conditions

A      The Section headings of the Conditions of contract are hereafter set out. The Contractor has allowed for such sum or sums as he requires in respect of any or all of the clauses included within the Sections including the agreed amendments.

Section No. 1      Definitions and Interpretation

     "      "      2      Carrying out the works

     "      "      3      Control of the Works

     "      "      4      Payment

     "      "      5      Injury, damage and insurance

     "      "      6      Termination

     "      "      7      Settlement of disputes

Schedule No. 1      Arbitration

     "      "      2      Supplemental Provisions