

SECTION L

CONTRACT AMENDMENTS: JCT Minor Works Building Contract 2016

Clause Number	Amendment
1.1	Insert new definition of “Practical Completion”: “in all respects the Contractor has completed all its obligations in relation to the Works including (without limitation): a) the Works have been completed in accordance with the Contract and are free from apparent defects subject only to minor defects which do not affect or impair the use, enjoyment, occupation and/or fitting out of the Works by the Employer (such minor items shall be deemed for the purposes of clause 2.10 to be defects appearing within the Rectification Period); and b) all records and documents in relation to the Works have been provided.”
2.2.1	Insert at the end of the clause the following words: “The Contractor warrants that it has used and shall continue to use the standard of skill, care and diligence required by clause 2.1.1 to see that there are not used or specified in the Works any materials which by their nature or application contravene any British Standard or EU equivalent or which are considered to be deleterious in the UK building industry at the time of use or specification or which contravene the recommendations contained in the publication “Good Practice in Selection of Construction Materials” (2011: British Council for Offices).”
2.8	Insert at the end of the clause the words: “The Contractor shall not be entitled to any extension of time in respect of any delay attributable to any act, breach of contract, negligence, omission or default by the Contractor or any agent, employee or other person engaged by the Contractor.”
2.14	Insert new clause as follows: “The Contractor shall, within 14 days of the Employer’s request, procure a product guarantee in favour of the Employer on terms acceptable to the Employer from the parties responsible for each of the following works [roofing, flooring, windows etc]
3.1	Delete and insert new clause as follows: “The Employer may without the consent of the Contractor, assign, charge or transfer the benefit of all or any of his rights arising under or out of this Contract. The Contractor shall not, without the prior written consent of the Employer, assign, charge or transfer the benefit of all or any of his rights under this Contract to any person”.

3.3A.1	Insert new clause 3.3A.1 as follows: “The Contractor shall ensure that all sub-contracts contain a provision requiring: .1 the Contractor to pay any sums which are due from it to a sub-contractor within 30 days from the date of a valid and undisputed invoice; .2 the Contractor to consider and verify any invoices for payment submitted by a sub-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 .3 the sub-contractor to include in any sub-contract which it in turn awards suitable provisions to impose, as between the parties to that sub- contract, requirements to the same effect as those required by this clause 3.3A.1.”
4.3	Delete “14 days” and substitute “30 days” in the final sentence.
4.5.4	Delete “5 days” and replace with “the day” in line 1.
4.8.3	Delete “14 days” and substitute “30 days”.
6.7.3	Insert at the end of the clause the following words: “provided that if the Employer procures the completion of the outstanding Works for less than the Employer would have had to pay the Contractor to complete the outstanding Works, then for the purposes of this clause 6.7.3, the Employer shall be deemed to have paid the same amount to procure the completion of the outstanding Works under clause 6.7.1 as the Employer would have had to pay the Contractor to complete the outstanding Works under this Contract”.
6.8.3	Delete “7 days” and “7 day” and replace with “30 days” and “30 day”.
6.9A	Insert new clause as follows: “The Employer may terminate this Contract by giving the Contractor 7 days’ written notice of such termination.”
6.11.5	Insert new clause 6.11.5 as follows: “Upon determination of this Contract or the Contractor’s employment under it, and notwithstanding that the validity thereof may be disputed by the Contractor, the Contractor shall vacate the site and shall immediately deliver to the Employer the Works in a secure and safe condition.”
7.2A	Insert new clause 7.2A as follows: “The Adjudicator shall have the power to determine more than one dispute under this Contract at the same time and/or adjudicate at the same time on related disputes under this Contract and any other contract with any person relating to the development comprising the Works, and if requested to do so by either party, shall determine any matter raised by such party in the nature of set- off, abatement or counter-claim at the same time as he determines any other matter referred to him.”