

dated

3-12-20

(1) SECRETARY OF STATE FOR EDUCATION

and

(2) ARC Steelwork Limited

SMALL WORKS CONTRACT

relating to

Chequer plate remediation works at the Old Admiralty Building

Small Works Contract

THIS CONTRACT is made on

2020

BETWEEN:

- (1) **THE SECRETARY OF STATE FOR EDUCATION** of Sanctuary Buildings, Great Smith Street, London, SW1P 3BT (the **Employer**); and
- (2) **ARC STEELWORK LIMITED** (company number 10833411) whose registered office is situated at 41 Park Avenue, Deal, CT14 9AW (the **Contractor**)
(each a **Party** and together the **Parties**)

RECITALS:

- First** The works which the Contractor has agreed to carry out comprise chequer plate remediation (the **Works**) as more particularly described in OAB-BDP-XX-XX-RP-S-20002 rev – dated 29/09/2020 (the **Specification**)
- Second** The Works will be carried out at The Old Admiralty Building, London (the **Site**)
- Third** The commencement date for the Works is 23 November 2020 (the **Commencement Date**)
- Fourth** The completion date for the Works is 23 December 2020 the **Completion Date**)
- Fifth** In consideration of the proper performance of the Works in accordance with the Terms and Conditions (Appendix 1) of this contract, the Employer will pay to the Contractor the sum of £16,567 (pounds) exclusive of any applicable Value Added Tax (the **Contract Sum**), being an all-inclusive price for the Works and all services/costs associated with undertaking the Works pursuant to the terms of this Contract

Signed by _____ Signed by  _____
on behalf of the Employer on behalf of the Contractor

Signature: _____ Signature: _____

Appendix 1 Terms and Conditions

The Works	Payment
<p>1 Notwithstanding the date of this Contract, the terms and conditions of this Contract shall be deemed to have effect as from the date of actual commencement of the Works.</p>	<p>9 Payment of the Contract Sum shall be made in accordance with the Scheme for Construction Contracts (England and Wales) Regulations 1998 (SI 649) against monthly applications for the value of that part of the Works properly carried out and completed.</p>
<p>2 The Contractor shall carry out and complete the Works in a good and workmanlike manner in accordance with the Specification using good quality materials (including fixtures) supplied in accordance with any drawings and/or specifications provided to the Contractor of their several kinds and to the satisfaction of the Employer acting reasonably.</p>	<p>Defects</p> <p>10 During the progress of the Works, the Employer may require the removal and/or remediation of any work or materials that are not in accordance with the Contractor's obligations under the Contract.</p>
<p>3 Notwithstanding any other provision of this Contract, the Contractor hereby warrants that the Works, all goods and/or materials used in the Works shall be fit for their intended use and shall comply with the requirements of all applicable laws, regulations, codes of practice and the like (including those concerning the protection of human health and the environment) as at the Completion Date.</p>	<p>11 Following completion the Contractor shall ensure that the part of the Site related to the Works is left in a good and clean condition cleared of all unused building materials, plant and equipment used in such Works.</p>
<p>4 The Contractor shall comply with and shall procure that its employees, servants, agents, sub-contractors and sub-consultants and their employees, servants and/or agents comply with the working hours restrictions as may be in place for the Works which will be notified to the Contractor, and may be amended, by the Employer prior to and during the course of the Works.</p>	<p>12 Pending completion of the Works, the Contractor shall ensure that all reasonable safety and other measures are taken to prevent damage and/or injury, minimum nuisance, and/or inconvenience and/or disturbance to owners and/or occupiers of the Site and/or adjoining properties and/or land and to any other persons employed by the Employer at the Site.</p>
<p>5 The Contractor shall provide everything necessary for the execution and completion of the Works in accordance with the terms of this Contract and shall co-operate with any other persons employed by the Employer at the Site.</p>	<p>13 The Contractor shall, following completion and within ten (10) working days of being notified, undertake rectification of all and any defects and/or omissions to the Works as may be notified by the Employer, under such access arrangements as are confirmed by the Employer.</p>
<p>Commencement and completion</p> <p>6 The Contractor shall, unless prior to such date notified in writing by the Employer to the contrary, commence the Works on the Commencement Date.</p>	<p>14 In the event of failure to comply with its obligations as noted in clause 13 the Employer shall be entitled to employ others to rectify such defects and the Contractor shall reimburse to the Employer all costs incurred by the Employer.</p>
<p>7 The Contractor will carry out the Works diligently and in such order, manner and time as the Employer may reasonably request so as to ensure completion of the Works to the Employer's satisfaction, acting reasonably, by the Completion Date.</p>	<p>Legislation</p> <p>15 The Contractor shall comply with all current legislation, including but not limited to all applicable current health and safety and environmental legislation and the Construction (Design and Management) Regulations 2015 as amended from time to time (pursuant to which the Contractor shall act as principal contractor and principal designer unless the Employer confirms otherwise in writing).</p>
<p>8 If an event outside the Contractor's reasonable control occurs and is likely to cause a delay to the completion of the Works, the Contractor shall inform the Employer and the Employer shall confirm to the Contractor a reasonable extension to the Completion Date.</p>	<p>Insurance</p> <p>16 The Contractor shall take out and maintain a valid policy of public liability insurance for a minimum limit of indemnity of £10,000,000 for any one claim and cover in compliance with the Employer's Liability (Compulsory Insurance) Act 1969 (as amended) with effect from the Commencement Date until the Completion Date.</p>

17 The Contractor hereby warrants to accept full responsibility and will be liable for all loss or damage to any plant, tools, equipment, materials, labour, works in progress and all other property provided by, owned by, hired or lent to, the Contractor or its servants or agents, including materials, plant, tools and equipment supplied by the Employer for the execution of the Works, until such time as the Employer confirms that the Works have been satisfactorily completed.

25 This Contract supersedes any previous agreement and/or arrangements between the Employer and the Contractor in respect of the Works (whether oral or written) and represents the entire understanding between the Employer and the Contractor in relation thereto.

Ownership of goods and/or materials

26 The Contractor acknowledges that it shall not have exclusive possession of the Site.

18 Ownership of all materials and goods intended for the Works shall pass to the Employer once they are incorporated into the Works.

27

Notices

All Notices shall be in writing and shall be duly and validly given or made if given or served by personal delivery or sent by prepaid registered or recorded delivery mail to the addresses set out above.

Assignment and sub-letting

19 The Contractor shall not assign or sub-let the Works or any parts thereof or any benefit or interest in this Contract without the consent of the Employer.

Termination of the Contract by the Contractor

20 The Contractor may at any time upon at least ten (10) working days prior notice in writing terminate this Contract in the event that the Employer:

20.1 suffers an insolvency event; and/or

20.2 commits a material breach of his obligations under this Contract which the Employer shall fail to remedy after receiving a 28 (twenty eight) day written notice from the Contractor specifying the breach and requiring its remedy.

Termination of the Contract by the Employer

21 The Employer may at any time by at least five (5) days prior notice in writing to the Contractor terminate the Contractor's engagement under this Contract and/or bring to an end the Works or any part or parts thereof.

22 In such event, the Employer shall pay to the Contractor a fair and reasonable proportion of the Contract Sum having regard to the value of the Works completed at the date of such termination and at the Employer's discretion the demonstrated cost of materials or goods properly ordered for the Works for which the Contractor shall have paid or for which the Contractor is legally bound to pay and can prove ownership of at the date of termination.

Disputes

23 If any dispute or difference shall arise between the Parties at any time under out of or in connection with this Contract and/or the Works then either Party shall refer any such dispute or difference to the jurisdiction of the English courts subject to either Party's statutory right to refer the matter to adjudication.

Miscellaneous

24 Amendments to this Contract shall be binding only if in writing and signed by a duly authorised