

## IMPROVEMENTS TO FILHAM PARK ACCESS ROAD AND CAR PARK

### SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions form part of the Conditions of Contract

#### 15.1 **Accident or Injury to Workpeople (Employers Liability Insurance)**

The Employer shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any operative or other person in the employment of the Contractor or any of his sub-contractors save and except to the extent that such accident or injury results from or is contributed by any act or default of the Employer his agents or servants and the Contractor shall indemnify and keep indemnified the Employer against all such damages and compensation (save and except as aforesaid) and against all claims demands proceeding costs charges and expenses whatsoever in respect thereof or in relation thereto. Employers Liability insurance cover shall be held by the Contractor to the sum of £10 million pounds.

#### 15.2 **Dayworks**

If the Contractor considers that any element of work being carried out should be paid on a daywork basis but for which no specific payment instruction has been received, he shall notify the Engineer in writing as soon as may be reasonable but in any case within 48 hours of the start of such work.

#### 15.3 **Valuation Based on a Schedule of Rates**

The Works are detailed in the drawings. The nature and extent of the work required are indicated by the Schedule of Rates.

The Contractor shall price the items in the Schedule of Rates to include for variations in measure (up to +/- 10%) and for associated minor items that are not specifically identified but required to fulfil the purpose of the work.

If substantial variations occur during the course of the Contract an adjustment will be agreed on the basis of the tendered price or unit rates if available.

If significant items of work are identified that are not detailed in the contract documents, the Engineer shall be informed and those items of work shall not be commenced until a price has been agreed.

#### 15.4 **Prevention of Corruption**

The Client may terminate the Contract and recover all its loss if the Contractor, its employees or anyone acting on the Contractor's behalf do any of the following things:

Offer, give or agree to give to anyone any inducement or reward in respect of this or any other Client contract (even if the Contractor does not know what has been done); or  
Commit an offence under the Prevention of Corruption Act 1889 to 1916 or under Section 117(2) of the Local Government Act 1972; or

Commit any fraud in connection with this or any other Client contract whether alone or in conjunction with Council members or employees.

15.5. **Equality**

The Contractor shall not discriminate directly or indirectly or by way of victimisation or harassment against any person on grounds of race, sex, disability, religion or belief or sexual orientation and shall comply with all current anti-discriminatory legislation. The Contractor shall take all reasonable steps to secure the observance of this obligation by all employees of the Contractor and all sub-contractors employed in the performance of the Contract.

15.6. **CDM Principal Designer**

The Contractor shall inform the Principal Designer of all developments and proceedings during the course of the contract. The Principal Designer shall be informed at the earliest stage regarding all Contractor proposals.

15.7 **Retention**

CI 7.3 (Interim Payments) shall be amended so that the first sentence reads:

“Within 25 days of delivery of such statement the Engineer shall certify and within 28 days of the same date the Employer shall pay to the Contractor (after deducting any previous payments on account) such sum as the Engineer considers is properly due less retention at the rate of and up to the limit set out in the appendix.”

The remainder of CI 7.3 is unaltered.