

Agreement

This Agreement is made the _____ 20 _____

Between

The Employer The Board of Trustees of the National Museums and Galleries
on Merseyside

(Company No. _____)^[1]

of/whose registered office is at 127 Dale Street, Liverpool L2 2JH

And

The Contractor _____

(Company No. _____)^[1]

of/whose registered office is at _____

[1] Where the Employer or Contractor is neither a company incorporated under the Companies Acts nor a company registered under the laws of another country, delete the references to Company number and registered office. In the case of a company incorporated outside England and Wales, particulars of its place of incorporation should be inserted immediately before its Company number. As to execution by foreign companies and matters of jurisdiction, see the Intermediate Building Contract Guide.

Recitals

Whereas

First the Employer wishes to have the following work carried out^[2]:

Sea Galleries, permanent gallery

at Maritime Museum, Albert Dock

(‘the Works’)
and has had drawings and bills of quantities or a specification or work schedules prepared which show and describe the work to be done;

Second the Works include the design and construction of^[3] Fit out of the Sea Galleries Exhibition including
new exhibition networks, wall structures and housing for existing cases, new case vitrines, external

open display plinths, electrics, light installation, tactile interactives

(‘the Contractor’s Designed Portion’);

Third the drawings are numbered/listed in

annexed to this Contract
(‘the Contract Drawings’) and have for identification been signed or initialled by or on behalf of each Party^[4];

Fourth the Employer has supplied to the Contractor:

~~the Bills of Quantities^[5]~~

~~the Specification^[5]~~

~~the Work Schedules^[5]~~

~~other documents showing or describing or otherwise stating his requirements for the design and construction of the Contractor’s Designed Portion (‘the Employer’s Requirements’)~~

[2] State nature and location of intended works.

[3] State nature of work in the Contractor’s Designed Portion. If the space here is insufficient a separate list should be prepared, signed or initialled by or on behalf of each Party and identified here, either as a specified Annex to this Contract or by its reference number, date or other identifier. The Contractor’s Designed Portion **must not** include any element of the Works or their design which is to be carried out by a Named Sub-Contractor – see the Intermediate Building Contract Guide.

[4] State the identifying numbers of the Contract Drawings or identify the schedule of drawings or other document listing them, which should be annexed to this Contract, and make the appropriate deletions. The drawings themselves should be signed or initialled by or on behalf of each Party.

[5] Delete as appropriate.

~~particulars of the Intermediate Named Sub-Contract Tender & Agreement ICSub/NAM (comprising a certified copy of the tender for work included in the Bills of Quantities, Specification or Work Schedules for pricing by the Contractor and for which the Contractor is required under clause 5.7 to employ a named person, together with the Intermediate Named Sub-Contract Invitation to Tender and Tender (ICSub/NAM/IT and ICSub/NAM/T) as completed and the Tender Documents referred to in them)~~^[6];

Fifth the Contractor has:

- (A) priced the ~~Bills of Quantities~~/Specification/Work Schedules^[5] (as priced, 'the Priced Document'), the total of such pricing being the Contract Sum stated in Article 2 ('Pricing Option A'); or
- (B) ~~stated the sum he will require for carrying out the Works shown on the Contract Drawings and described in the Specification, that sum being the Contract Sum stated in Article 2, and has supplied to the Employer a Contract Sum Analysis in accordance with the stated requirements of the Employer or a Schedule of Rates on which that sum is based ('the Priced Document')~~ ('Pricing Option B');

and has provided the Employer with the priced schedule of activities annexed to this Contract ('the Activity Schedule')^[7];

the Priced Document, the priced Activity Schedule, where provided, and (where Pricing Option B applies) the (unpriced) Specification have each for identification been signed or initialled by or on behalf of each Party;

Sixth in response to the Employer's Requirements the Contractor has supplied to the Employer:

- documents showing and describing the Contractor's proposals for the design and construction of the Contractor's Designed Portion ('the Contractor's Proposals'); and
- an analysis of the portion of the Contract Sum relating to the Contractor's Designed Portion ('the CDP Analysis');

Seventh the Employer has examined the Contractor's Proposals and, subject to the Conditions, is satisfied that they appear to meet the Employer's Requirements.^[8] The Employer's Requirements, the Contractor's Proposals and the CDP Analysis have each for identification been signed or initialled by or on behalf of each Party and particulars of each are given in the Contract Particulars;

Eighth 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;

Ninth ~~the Employer has provided the Contractor with a schedule ('the Information Release Schedule') which states the information the Architect/Contract Administrator will release and the time of that release~~^[9];

Tenth 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;

[6] Delete if no items specifying a Named Sub-Contractor are included in the documents. See also footnote [3] above and the Intermediate Building Contract Guide.

[7] Delete these lines if a priced Activity Schedule is not provided.
In the Activity Schedule, each activity should be priced, so that the sum of those prices equals the Contract Sum excluding Provisional Sums and the value of work for which Approximate Quantities are included in the priced Bills of Quantities.

[8] Where the Employer has accepted a divergence from his requirements in the proposals submitted by the Contractor, the divergence should be removed by amending the Employer's Requirements before the Contract is executed.

[9] Delete the Ninth Recital if an Information Release Schedule is not provided.

Eleventh ~~the division of the Works into Sections is shown in the Bills of Quantities/Specification/Work Schedule and/or the Contract Drawings or in such other documents as are identified in the Contract Particulars^[10];~~

Twelfth ~~where so stated in the Contract Particulars, this Contract is supplemented by the Framework Agreement identified in these particulars;~~

Thirteenth whether any of Supplemental Provisions 1 to 6 apply is stated in the Contract Particulars;

SPECIMEN

[10] Delete the Eleventh Recital if the Works are not divided into Sections.

Articles

Now it is hereby agreed as follows

Article 1: Contractor's obligations

The Contractor shall carry out and complete the Works in accordance with the Contract Documents.

Article 2: Contract Sum

The Employer shall pay the Contractor at the times and in the manner specified in the Conditions the VAT-exclusive sum of

_____ (£ _____) ('the Contract Sum')

or such other sum as becomes payable under this Contract.

Article 3: ~~Architect~~/Contract Administrator

For the purposes of this Contract the ~~Architect~~/Contract Administrator is

_____ Jennifer Green, Senior Project Coordinator, Estate Management Department, NML

of _____ The Board of Trustees of the National Museums and Galleries on Merseyside of 127 Dale Street, Liverpool,
L2 2JH

or, if he ceases to be the ~~Architect~~/Contract Administrator, such other person as the Employer nominates in accordance with clause 3.4 of the Conditions.

Article 4: Quantity Surveyor

For the purposes of this Contract the Quantity Surveyor^[11] is

_____ N/A

of _____

or, if he ceases to be the Quantity Surveyor, such other person as the Employer nominates in accordance with clause 3.4 of the Conditions.

[11] If the Architect/Contract Administrator is to exercise the Quantity Surveyor's functions under the Conditions, his name should be inserted in Article 4.

Article 5: Principal Designer

The Principal Designer for the purposes of the CDM Regulations is the ~~Architect/Contract~~ Administrator

(or)^[12] _____

of _____

or such replacement as the Employer at any time appoints to fulfil that role.

Article 6: Principal Contractor

The Principal Contractor for the purposes of the CDM Regulations is the Contractor

(or)^[12] _____

of _____

or such replacement as the Employer at any time appoints to fulfil that role.

Article 7: Adjudication

If any dispute or difference arises under this Contract, either Party may refer it to adjudication in accordance with clause 9.2.^[13]

Article 8: Arbitration

~~Where Article 8 applies^[14], 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 clauses 9.5 to 9.8 and the JCT 2016 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 Construction Industry Scheme or VAT, to the extent that legislation provides another method of resolving such disputes or differences; and~~
- ~~any disputes or differences in connection with the enforcement of any decision of an Adjudicator.~~

[12] Insert the name of the Principal Designer in Article 5 if the Architect/Contract Administrator is not to fulfil that role and that of the Principal Contractor in Article 6 if that is to be a person other than the Contractor.

Under the CDM Regulations 2015, regardless of whether or not a project is notifiable, there is a requirement to appoint a principal designer and a principal contractor in all cases where there is more than one contractor, or if it is reasonably foreseeable that more than one contractor will be working on a project at any time. For these purposes, the term 'contractor' is broadly defined by the regulations and treats the Contractor's sub-contractors as separate contractors.

[13] As to adjudication in cases where the Employer is a residential occupier within the meaning of section 106 of the Housing Grants, Construction and Regeneration Act 1996, see the Intermediate Building Contract Guide.

[14] If it is intended, subject to the right of adjudication and exceptions stated in Article 8, that disputes or differences should be determined by arbitration and not by legal proceedings, the Contract Particulars **must** state that Article 8 and clauses 9.3 to 9.8 apply and the words "do not apply" **must** be deleted. If the Parties wish any dispute or difference to be determined by the courts of another jurisdiction the appropriate amendment should be made to Article 9 (see also clause 1.12).

Article 9: Legal proceedings^[14]

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.

Article 10: Incorporation of Special Conditions

The Articles, Contract Particulars, Conditions and Schedules include and shall be subject to the special conditions annexed hereto.

SPECIMEN

Contract Particulars

Note: An asterisk * indicates text that is to be deleted as appropriate.

Clause etc.	Subject	
Fourth Recital	Employer's Requirements (State reference numbers and dates or other identifiers of the relevant documents.) ^[15]	As per tender documentation, specification and drawings
Sixth Recital	Contractor's Proposals (State reference numbers and dates or other identifiers of the relevant documents.) ^[15]	As per the Employer's requirements
Sixth Recital	CDP Analysis (State reference numbers and dates or other identifiers of the relevant documents.) ^[15]	The relevant parts of the pricing document
Eighth Recital and clause 4.6	Construction Industry Scheme (CIS)	Employer at the Base Date * is a 'contractor' /is not a 'contractor' for the purposes of the CIS
Tenth Recital	CDM Regulations ^[16]	the project * is/is not notifiable
Eleventh Recital	Description of Sections (if any) (If not shown or described in the Bills of Quantities/Specification/Work Schedules or the Contract Drawings, state the reference numbers and dates or other identifiers of documents in which they are shown.) ^[15]	

[15] If the relevant document or set of documents takes the form of an Annex to this Contract, it is sufficient to refer to that Annex.

[16] Under the CDM Regulations 2015 a project is notifiable if the construction work on a construction site is scheduled either to last longer than 30 working days and have more than 20 workers working simultaneously at any point in the project or to exceed 500 person days.

Twelfth Recital	Framework Agreement (if applicable) (State date, title and parties.)	
Thirteenth Recital and Schedule 5	Supplemental Provisions ^[17] (Where neither entry against one of Supplemental Provisions 1 to 6 below is deleted, that Supplemental Provision applies.)	
	Collaborative working	* Supplemental Provision 1 applies/ does not apply
	Health and safety	* Supplemental Provision 2 applies/ does not apply
	Cost savings and value improvements	* Supplemental Provision 3 applies/ does not apply
	Sustainable development and environmental considerations	* Supplemental Provision 4 applies/ does not apply
	Performance Indicators and monitoring	* Supplemental Provision 5 applies/ does not apply
	Notification and negotiation of disputes	* Supplemental Provision 6 applies/ does not apply
	Where Supplemental Provision 6 applies, the respective nominees of the Parties are	Employer's nominee Contractor's nominee or such replacement as each Party may notify to the other from time to time
Article 8	Arbitration (If neither entry is deleted, Article 8 and clauses 9.3 to 9.8 do not apply. If disputes and differences are to be determined by arbitration and not by legal proceedings, it <u>must</u> be stated that Article 8 and clauses 9.3 to 9.8 apply.) ^[18]	* Article 8 and clauses 9.3 to 9.8 (Arbitration) apply /do not apply

[17] Supplemental Provision 7 (Transparency) applies only where the Employer is a Local or Public Authority or other body to whom the Freedom of Information Act 2000 applies; Supplemental Provision 8 (The Public Contracts Regulations 2015) applies only where the Employer is a Local or Public Authority and this Contract is subject to the PC Regulations.

[18] On factors to be taken into account by the Parties in considering whether disputes are to be determined by arbitration or by legal proceedings, see the Intermediate Building Contract Guide. See also footnote [14].

1.1	Base Date	5 days prior to tender return
1.1	BIM Protocol (where applicable) (State title, edition, date or other identifiers of the relevant documents.)	_____ _____ _____ _____
1.1	Date for Completion of the Works (where completion by Sections does not apply)	18 February 2020
	Sections: Dates for Completion of Sections ^[19]	Section _____ : N/A Section _____ : _____ Section _____ : _____
1.7	Addresses for service of notices by the Parties (If none is stated, the address in each case, subject to clause 1.7.3, shall be that shown at the commencement of the Agreement.) ^[20]	Employer _____ _____ _____ Contractor _____ _____ _____
2.4	Date of Possession of the site (where possession by Sections does not apply)	23 September 2019
	Sections: Dates of Possession of Sections ^[19]	Section _____ : _____ 20____ Section _____ : _____ 20____ Section _____ : _____ 20____

[19] Continue on further sheets if necessary, which should be signed or initialled by or on behalf of each Party and then be annexed to this Contract.

[20] As to service of notices etc. outside the United Kingdom, see the Intermediate Building Contract Guide.

2.5	Deferment of possession of the site (where possession by Sections does not apply)	<p>Clause 2.5 applies/does not apply</p> <p>Maximum period of deferment (if less than 6 weeks) is _____</p>
	Sections: deferment of possession of Sections	<p>Clause 2.5 applies/does not apply</p> <p>Maximum period of deferment (if less than 6 weeks) is^[19] _____</p> <p>Section _____ : _____</p> <p>Section _____ : _____</p> <p>Section _____ : _____</p>
2.23.2	Liquidated damages (where completion by Sections does not apply)	<p>at the rate of</p> <p>£ 700 _____ per calendar day</p>
	Sections: rate of liquidated damages for each Section ^[19]	<p>Section _____ : £ N/A _____ per _____</p> <p>Section _____ : £ _____ per _____</p> <p>Section _____ : £ _____ per _____</p>
2.29	Sections: Section Sums ^[19]	<p>Section _____ : £ N/A _____</p> <p>Section _____ : £ _____</p> <p>Section _____ : £ _____</p>
2.30	Rectification Period (where completion by Sections does not apply) (If no other period is stated, the period is 6 months.)	<p>12 _____ months from the date of practical completion of the Works</p>
	Sections: Rectification Periods ^[19] (If no other period is stated, the period is 6 months.)	<p>Section _____ : _____ months</p> <p>Section _____ : _____ months</p> <p>Section _____ : _____ months from the date of practical completion of each Section</p>
2.34.3	Contractor's Designed Portion: limit of Contractor's liability for loss of use etc. (if any)	<p>£ _____</p>

4.3 and 4.9

Fluctuations Provision
(Unless another provision or entry is selected,
Schedule 4 applies.)

- * Schedule 4 (Contribution, levy and tax fluctuations) applies/
- * no Fluctuations Provision applies/
- * the following Fluctuations Provision applies

Percentage addition for Schedule 4 (paragraph 12) (if applicable)

_____ per cent

4.7

Advance payment
(Not applicable where the Employer is a Local
or Public Authority)

Clause 4.7
* ~~applies~~/does not apply

If applicable:
the advance payment will be^[21]

£ _____ /

_____ per cent of the Contract Sum

and will be paid to the Contractor on

_____ ;

it will be reimbursed to the Employer in the
following amount(s) and at the following
time(s)

4.7

Advance Payment Bond
(Not applicable where the Employer is a Local
or Public Authority)
(Where an advance payment is to be made, an
advance payment bond is required unless
stated that it is not required.)

An advance payment bond
* ~~is~~/is not required

4.8.1

Interim payments – Interim Valuation Dates
(If no date is stated, the first Interim Valuation
Date is one month after the Date of
Possession.)

The first Interim Valuation Date is

_____ 20_____
and thereafter the same date in each month
or the nearest Business Day in that month^[22]

[21] Insert either a monetary amount or a percentage figure, delete the alternative and complete the other required details.

[22] The first Interim Valuation Date should not be more than one month after the Date of Possession.

4.9.1

Interim payments – percentages of value

Where the Works, or those works in a Section, have not achieved practical completion, the percentage of total value in respect of the works that have not achieved practical completion is
(The percentage is 95 per cent unless a different rate is stated.)

95 per cent^[23]

Where the Works, or those works in a Section or Relevant Part, have achieved practical completion, the percentage in respect of the completed works is
(The percentage is 97½ per cent unless a different rate is stated.)

97.5 per cent^[23]

4.10.4

~~Listed Items – uniquely identified~~
(Delete the entry if no bond is required.)

* For ~~uniquely identified Listed Items~~ a bond in respect of payment for such items is required for

£

4.10.5

Listed Items – not uniquely identified
(Delete the entry if clause 4.10.5 does not apply.)

* For Listed Items that are not uniquely identified a bond in respect of payment for such items is required for

£

6.4.1

Contractor's Public Liability insurance: injury to persons or property – the required level of cover is not less than

£ 10million
for any one occurrence or series of occurrences arising out of one event

6.5.1

Insurance – liability of Employer
(Not required unless it is stated that it may be required and the minimum amount of indemnity is stated)

Insurance
* ~~may be required~~/is not required

Minimum amount of indemnity for any one occurrence or series of occurrences arising out of one event^[24]

£

[23] An insertion is needed here only if the default position is not to apply. If no retention is required, insert '100' in the entries for clause 4.9.1.

[24] If the indemnity is to be for an aggregate amount and not for any one occurrence or series of occurrences the entry should be amended to make this clear.

6.7 and Schedule 1	Works insurance – Insurance Option applicable	Schedule 1: * Insurance Option A applies/ * Insurance Option B applies/ * Insurance Option C applies	N/A *see below
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Percentage to cover professional fees
(If no other percentage is stated, it shall be 15 per cent.)

_____ per cent

Where Insurance Option A applies and cover is to be provided under the Contractor's annual policy (paragraph A.2), the annual renewal date is
(as supplied by the Contractor)

Where Insurance Option C applies, paragraph C.1^[25]
(Unless otherwise stated, paragraph C.1 applies. If it is not to apply, state the reference number and date or other identifier of the replacement document(s).)

* applies/
* is replaced by the provisions of the following document(s)

(the 'C.1 Replacement Schedule')

6.10 and Schedule 1

~~Terrorism Cover – details of the required cover~~
(Unless otherwise stated, ~~Pool Re Cover~~ is required.)^[26]

~~are set out in the following document(s)~~

* None of the insurance Options A, B or C applies. Government policy of non-insurance as it applies to the Employer. Any claim will be dealt with on its own merits and on a basis of strict liability.

[25] **Insurance Option C** is for use in the case of alterations of or extensions to Existing Structures. Under that option, the **Employer** is required to take out a Joint Names Policy for All Risks Insurance for the Works and also, if paragraph C.1 applies, a Joint Names Policy to insure the Existing Structures and their contents owned by him or for which he is responsible against loss or damage by the Specified Perils. Some Employers (e.g. tenants and some homeowners) may not be able readily to obtain the Joint Names cover required under paragraph C.1. Where that is the case, alternative arrangements and amendments will be necessary. See the Intermediate Building Contract Guide.
Where there are Existing Structures, it is vital that any prospective Employer who is not familiar with Insurance Option C – in particular any Employer who is a tenant or domestic homeowner – or an appropriate member of the Employer's professional team, should consult specialist insurance advisers prior to the tender stage. Any Employer who is a tenant should also consult his insuring landlord prior to that stage.

[26] Obtaining Terrorism Cover for the Works, which unless otherwise agreed is necessary in order to comply with the requirements of Insurance Option A, B or C, will involve an additional premium and in certain situations has been difficult to effect. If any difficulty might arise, there should be immediate pre-contract discussion between the Parties and their insurance advisers. See the Intermediate Building Contract Guide.

6.15	<p>Joint Fire Code</p> <p>If the Joint Fire Code applies, state whether the insurer under Insurance Option A, B or C (paragraph C.2) has specified that the Works are a 'Large Project':</p>	<p>The Joint Fire Code applies/does not apply^[27]</p> <p>* Yes/No^[27]</p>
6.18	<p>Joint Fire Code – amendments/revisions (The cost shall be borne by the Contractor unless otherwise stated.)</p>	<p>The cost, if any, of compliance with amendment(s) or revision(s) to the Joint Fire Code shall be borne by</p> <p>* the Employer/the Contractor</p>
6.19	<p>Contractor's Designed Portion (CDP) Professional Indemnity insurance</p> <p>Level of cover (If an alternative is not selected the amount shall be the aggregate amount for any one period of insurance. A period of insurance for these purposes shall be one year unless otherwise stated.)</p> <p>(If no amount is stated, insurance under clause 6.19 shall not be required.)</p> <p>Cover for pollution and contamination claims (If no amount is stated, such cover shall not be required; unless otherwise stated, the required limit of indemnity is an annual aggregate amount.)</p> <p>Expiry of required period of CDP Professional Indemnity insurance is (If no period is selected, the expiry date shall be 6 years from the date of practical completion of the Works.)</p>	<p>Amount of indemnity required relates to claims or series of claims arising out of one event/ is the aggregate amount for any one period of insurance</p> <p>* and is</p> <p>£ 5 million</p> <p>* is required, with a sub-limit of indemnity of £ _____ /</p> <p>* is not required</p> <p>* 6 years / * 12 years / * _____ years (not exceeding 12 years)</p>

[27] Where Insurance Option A applies these entries are made on information supplied by the Contractor.

7.2.1

Performance bond or guarantee from bank or other approved surety^[28]
(If this entry is not completed or the required form is not specified, a performance bond or guarantee is not required.)

* ~~is required~~/is not required

The required form of the bond or guarantee is set out in

Initial value

_____ per cent of the Contract Sum

Period of validity – if not specified in the required form, the expiry date of the performance bond or guarantee is to be
(If no entry is selected, the date shall be the date of practical completion of the Works.)

- * the date of practical completion of the Works/
- * 2 weeks after the date of expiry of the Rectification Period for the Works/
- * the date for issue of the certificate of making good for the Works under clause 2.31

Reduction in value – if not specified in the required form and if expiring later than the date of practical completion of the Works, the percentage reduction in the initial value on that date is
(If no other percentage is stated, it shall be 50 per cent.)

_____ per cent

7.2.2

Guarantee from the Contractor's parent company

* is required/is not required

Parent company's name and registration number

The required form of the guarantee is set out in

[28] If a performance bond is required, the identity of the issuer as well as the operative terms of the bond should be agreed prior to execution of the contract.

7.3	Collateral Warranties – details of the requirements for the grant by the Contractor and sub-contractors of P&T Rights, Funder Rights and/or (in the case of sub-contractors) Employer Rights in respect of the Works by collateral warranties ('Rights Particulars') are set out in the following document ^[29] (State reference number and date or other identifier of the relevant document.)	See Special Conditions and separate <u>Collateral Warranty documents</u> appended
8.9.2	Period of suspension (If none is stated, the period is 2 months.)	
8.11.1.1 to 8.11.1.5	Period of suspension (If none is stated, the period is 2 months.)	
9.2.1	Adjudication ^[30] Nominating body – where no Adjudicator is named or where the named Adjudicator is unwilling or unable to act (whenever that is established) ^[31] (Where an Adjudicator is not named and a nominating body has not been selected, the nominating body shall be one of the bodies listed opposite selected by the Party requiring the reference to adjudication.)	The Adjudicator is * Royal Institute of British Architects * The Royal Institution of Chartered Surveyors * constructionadjudicators.com ^[32] * Association of Independent Construction Adjudicators ^[33] * Chartered Institute of Arbitrators
9.4.1	Arbitration ^[34] – appointor of Arbitrator (and of any replacement) ^[35] (If no appointor is selected, the appointor shall be the President or a Vice-President of the Royal Institute of British Architects .)	President or a Vice-President. * Royal Institute of British Architects * The Royal Institution of Chartered Surveyors * Chartered Institute of Arbitrators

[29] The relevant Rights Particulars should identify the beneficiaries (by name, class or description) and the sub-contractors who are also required to grant rights by way of Collateral Warranties, state in those cases where the default provision is not to apply which alternative provision is to apply in its place and give any other details required to complete the terms of the warranties that are to be given. A Model Form for the Rights Particulars is included in the Intermediate Building Contract Guide and is also available on the JCT website www.jctltd.co.uk.

Employers should be selective in identifying the sub-contractors (or categories of sub-contractor) from whom collateral warranties may be required and should **not** include any Named Sub-Contractor since such matters are intended to be dealt with by the Intermediate Named Sub-Contractor/Employer Agreement ICSUB/NAM/E and not to be governed by the Intermediate Named Sub-Contract itself (ICSUB/NAM).

Directions may be needed as to mode of execution of sub-contracts and/or collateral warranties by relevant sub-contractors. See also the Intermediate Building Contract Guide.

[30] The Parties should either name the Adjudicator and select the nominating body or, alternatively, select only the nominating body. The Adjudication Agreement (Adj) and the Adjudication Agreement (Named Adjudicator) (Adj/N) have been prepared by JCT for use when appointing an Adjudicator.

[31] Delete all but one of the nominating bodies asterisked.

[32] constructionadjudicators.com is a trading name of Contractors Legal Grp Ltd.

[33] Association of Independent Construction Adjudicators is controlled by and acts as an agent of the National Specialist Contractors' Council for the purpose of the nomination of adjudicators.

[34] This only applies where the Contract Particulars state (against the reference to Article 8) that Article 8 and clauses 9.3 to 9.8 (Arbitration) apply.

[35] Delete all but one of the bodies asterisked.

Attestation

Note on Execution

This Agreement should be executed by both the Employer and the Contractor either under hand or as a deed. As to factors relevant to that choice, see the Intermediate Building Contract Guide.

Execution under hand

If this Agreement is to be executed under hand, use the form set out on the following page. Each Party or his authorised representative should sign where indicated in the presence of a witness who should then sign and set out his name and address.

Execution as a Deed

If this Agreement is to be executed as a deed, each Party should use the relevant form marked 'Execution as a Deed' in accordance with the notes provided.

Other forms of Attestation

In cases where the forms of attestation set out are not appropriate, e.g. in the case of certain housing associations and partnerships or if a Party wishes an attorney to execute this Agreement on his behalf, the appropriate form(s) may be inserted in the vacant space opposite and/or below.

As witness the hands of the Parties
or their duly authorised representatives

Signed by or on behalf of
the Employer

in the presence of:

witness' signature

witness' name

witness' address

Signed by or on behalf of
the Contractor

in the presence of:

witness' signature

witness' name

witness' address

Notes on Execution as a Deed

- 1 For the purposes of execution as a deed, two forms are provided for execution, one for the Employer and the other for the Contractor. Each form provides four methods of execution, **(A)** to **(D)**, for use as appropriate. The full name of the Employer or Contractor (whether an individual, a company or other body) should be inserted where indicated at the commencement of the relevant form. This applies irrespective of the method used.
- 2 For public and private companies incorporated and registered under the Companies Acts, the three principal methods of execution as a deed are:
 - (A)** through signature by a Director and the Company Secretary or by two Directors;
 - (B)** by affixing the company's common seal in the presence of a Director and the *Company* Secretary or of two Directors or other duly authorised officers; or
 - (C)** signature by a single Director in the presence of a witness who attests the signature.

Methods **(A)** and **(C)** are available to public and private companies whether or not they have a common seal. (Method **(C)** was introduced by section 44(2)(b) of the Companies Act 2006.) Methods **(A)** and **(C)** are not available under companies legislation to local authorities or to certain other bodies corporate, e.g. bodies incorporated by letters patent or private Act of Parliament that are not registered under companies legislation and such bodies may only use method **(B)**.
- 3 Where method **(A)** is being used, delete the inappropriate words and insert in the spaces indicated the names of the two Directors, or of the Director and the Company Secretary, who are to sign.
- 4 If method **(B)** (affixing the common seal) is adopted in cases where either or both the authorised officers attesting its affixation are not themselves a Director or the *Company* Secretary, their respective office(s) should be substituted for the reference(s) to Director and/or to *Company* Secretary/Director. (In the case of execution by bodies that are not companies, the reference to "*Company*" under the second signature should be deleted where appropriate.)
- 5 Method **(C)** (execution by a single Director) has been introduced primarily, but not exclusively, for 'single officer' companies. The Director should sign where indicated in the presence of a witness who should then sign and set out his name and address.
- 6 Where the Employer or Contractor is an individual, he should use method **(D)** and sign where indicated in the presence of a witness who should then sign and set out his name and address.

Executed as a Deed by the Employer

namely ¹ _____

- (A) acting by a Director and the Company Secretary/two Directors **of the company** ^{2, 3}

_____	and	_____
(Print name of signatory)		(Print name of signatory)
Signature _____		Signature _____
Director		Company Secretary/Director

- (B) by affixing hereto the common seal **of the company/other body corporate** ^{2, 4}

in the presence of

Signature _____ Director

Signature _____ Company Secretary/Director



[Common seal of company]

- (C) by attested signature of a single Director **of the company** ^{2, 5}

Signature _____ Director

in the presence of

Witness' signature _____ (Print name) _____

Witness' address _____

- (D) by attested signature **of the individual** ⁶

Signature _____

in the presence of

Witness' signature _____ (Print name) _____

Witness' address _____

Note: The numbers on this page refer to the numbered paragraphs in the Notes on Execution as a Deed.

SPECIMEN

Executed as a Deed by the Contractor

namely ¹ _____

- (A) acting by a Director and the Company Secretary/two Directors **of the company** ^{2, 3}

_____	and	_____
(Print name of signatory)		(Print name of signatory)
Signature _____		Signature _____
Director		Company Secretary/Director

- (B) by affixing hereto the common seal **of the company/other body corporate** ^{2, 4}

in the presence of

Signature _____ Director

Signature _____ Company Secretary/Director



[Common seal of company]

- (C) by attested signature of a single Director **of the company** ^{2, 5}

Signature _____ Director

in the presence of

Witness' signature _____ (Print name) _____

Witness' address _____

- (D) by attested signature **of the individual** ⁶

Signature _____

in the presence of

Witness' signature _____ (Print name) _____

Witness' address _____

Note: The numbers on this page refer to the numbered paragraphs in the Notes on Execution as a Deed.