

**DATED**

**2017**

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**Swanage Town Council**

**- AND -**

[ **CONTRACTOR TO BE APPOINTED** ]

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**JCT MINOR WORKS BUILDING CONTRACT WITH CONTRACTORS DESIGN  
(2011 EDITION)**

**Artificial Bowls Green:**

**Beach Gardens**  
Cauldron Avenue  
Swanage  
Dorset  
BH19 1PG

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# ARTICLES OF AGREEMENT

THIS AGREEMENT is made the                      day of                      2017

**BETWEEN**

**THE EMPLOYER**

SWANAGE TOWN COUNCIL whose registered office is at **SWANAGE TOWN COUNCIL, TOWN HALL, HIGH STREET, SWANAGE, DORSET BH19 2NZ** (Company No. **TO BE CONFIRMED**)

**AND**

**THE CONTRACTOR**

**TO BE CONFIRMED** whose registered office is **TO BE CONFIRMED** (Company Registration No. **TO BE CONFIRMED**)

**WHEREAS**

The Employer wishes to have the works described in the first Recital carried out (“the Works”) and has accepted a quotation by the Contractor for such Works for the Contract Sum.

**NOW IT IS HEREBY AGREED** as follows:

1. In this Agreement the following terms shall have the meanings given below:

Agreement or Contract	means the agreement between the Parties comprising the Contract Documents;
Contract Documents	means the contract documents incorporated in or referred to in this Agreement;
JCT Form of Contract	means JCT Minor Works Building Contract with contractor’s design 2011 Edition;

2. All other terms and expressions used in this Agreement shall have the meanings variously ascribed to them in the Recitals, Articles, Contract Particulars, the Conditions and Amendments to the JCT Form of Contract respectively.

## RECITALS

<b>Whereas</b>	
First	<p>the Employer wishes to have the following works carried out</p> <p>Refurbishment works to tennis courts at:</p> <p>Beach Gardens Cauldron Avenue Swanage Dorset BH19 1PG</p> <p>("the Works")</p> <p>under the direction of the Contract Administrator referred to in Article 3;</p>
Second	<p>The Works include the design and construction of</p> <p>Surfacing System Kerb edging detail</p> <p>('The Contractor's Designed Proportion')</p>
Third	<p>The Employer has had the following documents prepared which show and describe the work to be done:</p> <p>SSL1949a_Part 1_Invitation To Tender SSL1949a_Part 3_Contract Specification SSL1949a_Part 4_Tender Certificates SSL1949a_Part 5_Tender Submittal Labels SSL1949a_Beach Gardens_Photos of Site SSL1949a 01 - Existing Site Plan SSL1949a 02 - Existing Area and Topo Survey SSL1949a 03 - Proposed Plan SSL1949a 04 - Proposed Section Detail SSL1949a 05 - Proposed Drainage</p>
Fourth	<p>The Contractor has supplied the Employer with the a copy of the priced Work Schedules contained in SSL1949a_Part 3_Contract Specification;</p>
Fifth	<p>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;</p>
Sixth	<p>For the purposes of the Construction (design and Management) 2015 (the 'CDM Regulations') the status of the project that comprises or includes the Works is stated in the Contract Particulars;</p>
Seventh	<p>Does not apply.</p>
Eighth	<p>The Supplemental Provisions identified in the Contract Particulars apply as set out in the Contract Particulars;</p>

## ARTICLES

Now it is hereby agreed as follows:

Article 1	<p>Contractor's obligations</p> <p>The Contractor shall carry out and complete the Works in accordance with the Contract Documents.</p>
Article 2	<p>Contract Sum</p> <p>The Employer shall pay the Contractor at the times and in the manner specified in the Conditions the VAT exclusive sum of</p> <p>£ <b>TO BE CONFIRMED</b> ("the Contract Sum")</p> <p>or such other sum as shall become payable under this Contract.</p>
Article 3	<p>Architect/Contract Administrator</p> <p>For the purposes of this Contract the Architect/Contract Administrator is:</p> <p>Surfacing Standards Ltd</p> <p>Or</p> <p>1A Perth House Corbygate Business Park Priors Haw Road Corby Northamptonshire NN17 5JG</p> <p>or, if he ceases to be the Architect/Contract Administrator, such other person as the Employer shall nominate for that purpose (such nomination to be made within 14 days of the cessation), provided that no replacement Architect/Contract Administrator appointed for this Contract shall be entitled to disregard or overrule any certificate, opinion, decision, approval or instruction given by any predecessor in that post, save to the extent that the predecessor if still on the post would then have had power under this Contract to do so.</p>
Article 4	<p><del>CDM Co-ordinator</del></p> <p><del>The CDM Co-ordinator for the purposes of the CDM Regulations is:</del></p> <p><del>or, if he ceases to be the CDM Co-ordinator, such other person as the Employer shall nominate pursuant to regulation 14(3) of those regulations.</del></p> <p>Not applicable.</p>
Article 5	<p><del>Principal Contractor</del></p> <p><del>The Principal Contractor for the purposes of the CDM Regulations is the</del></p>

	<p><del>Contractor</del></p> <p><del>or, if he ceases to be the Principal Contractor, such other contractor as the Employer shall appoint pursuant to regulation 14(3) of those regulations.</del></p> <p>Not applicable.</p>
Article 6	<p>Adjudication</p> <p>If any dispute or difference arises under this Contract, either Party may refer it to adjudication in accordance with clause 7.2.</p>
Article 7	<p>Arbitration</p> <p>Article 8: Arbitration does not apply.</p>
Article 8	<p>Legal Proceedings</p> <p>Subject to Article 6, the English Courts shall have jurisdiction over any dispute or difference between the Parties which arises out of or in connection with this Contract.</p>

## CONTRACT PARTICULARS

<b>Part 1: General</b>		
<i>Clause etc</i>	<i>Subject</i>	
Fourth Recital and Schedule 2 (paragraphs 1.1, 1.2, 1.5, 1.6, 2.1 and 2.2)	Base Date	The date 10 days prior to the date of submission of the priced Contract Specification referred to in the Third Recital
Fourth Recital and clause 4.2	Construction Industry Scheme (CIS)	The Employer is a “contractor” for the purposes of the CIS
Fifth Recital	CDM Regulations	The project is not notifiable
Sixth Recital	Framework Agreement	A Framework Agreement does not apply
Seventh Recital and Schedule 3	<u>Supplemental Provisions:</u>  Collaborate working  Health and safety  Cost savings and value improvements  Sustainable development and environmental considerations  Performance Indicators and monitoring  Notification and negotiation of disputes	Paragraph 1 applies  Paragraph 2 applies  Paragraph 3 applies  Paragraph 4 applies  Paragraph 5 applies  Paragraph 6 applies  Employer’s nominee <b>TO BE CONFIRMED</b>  Contractor’s nominee <b>TO BE CONFIRMED</b>
Article 7	Arbitration	Article 7 and Schedule 1 (Arbitration) do not apply
1.1	CDM Planning Period	Shall mean the period of 3 weeks ending on the Date for Commencement of the Works
2.2	Date for Commencement of	<b>TO BE CONFIRMED</b>

	the Works	
2.2	Date for Completion	<b>TO BE CONFIRMED</b>
2.8	Liquidated damages	At the rate of £500 per week
2.10	Rectification Period <i>(3 months unless stated otherwise)</i>	12 months from the date of practical completion
4.3	Percentage of the total value of work etc.	95 %
4.4	Percentage of the total amount to be paid to the Contractor	97.5%
4.8.1	Supply of documentation for computation of amount to be finally certified	3 months from the date of practical completion
4.11 and Schedule 2	Contribution, levy and tax changes	Schedule 2 (Fluctuations Option) does not apply
4.11 and Schedule 2	Percentage addition for Fluctuations Option	Percentage addition for Fluctuations Option does not apply
5.3.2	Contractor's insurance – injury to persons or property <i>(for any one occurrence or series of occurrences arising out of one event)</i>	£5 million
5.4A, 5.4B and 5.4C	Insurance of the Works – alternative provisions	Clause 5.4A (Works insurance by Contractor in Joint Names) applies
5.4A.1 and 5.4B.1.2	Percentage to cover professional fees <i>(If no other percentage is stated, it shall be 15 per cent.)</i>	15%
7.2	Adjudication	The Adjudicator is to The Royal Institution of Chartered Surveyors
Schedule 1 (paragraph 2.1)	Arbitration	Arbitration does not apply

**ATTESTATION**

**AS WITNESS** the hands of the Parties or their duly authorised representatives

Signed for and on behalf of the Employer

**Swanage Town Council**

.....  
Authorised Signatory

.....  
Print Name

In the presence of:

.....  
Witness' signature

.....  
Witness' name

.....  
Witness' address

Signed for and on behalf of the Contractor

.....  
Authorised Signatory

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Print Name

In the presence of:

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Witness' signature

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Witness' name

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Witness' address