

RIDGE

PROPERTY & CONSTRUCTION CONSULTANTS



THAME
Town Council



EMPLOYERS REQUIREMENTS

New Pavilion - Thame Cricket Club

23 June 2017

Version: 1

Prepared for

Thame Town Council

Town Hall

High Street

THAME

Oxfordshire

OX9 3DP

Prepared by

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VERSION CONTROL

Project No. 5003346

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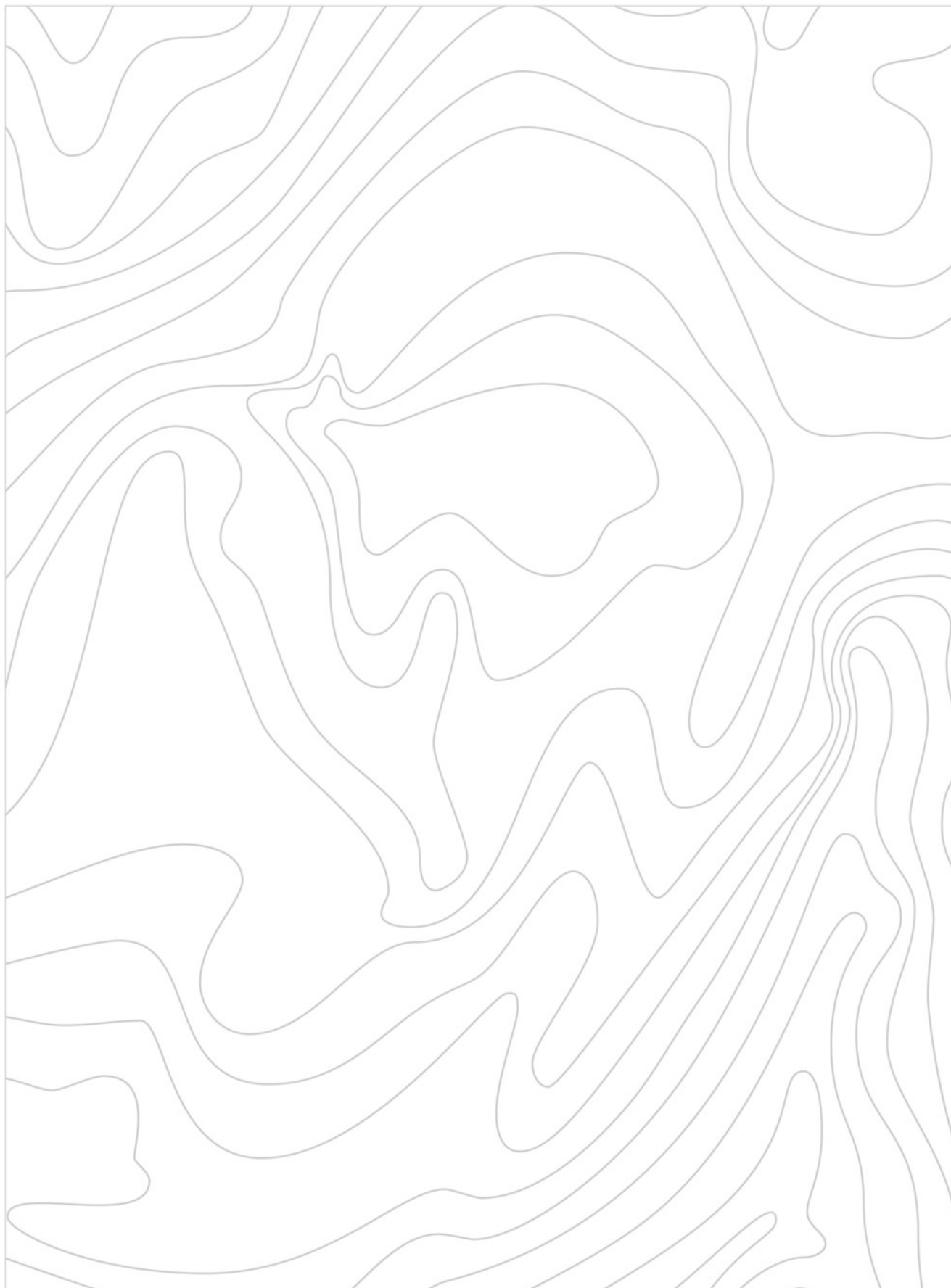
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TO FOLLOW

1. PRELIMINARIES/GENERAL CONDITIONS

1.1 - Information & Requirements



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SECTION 1.1 – INFORMATION & REQUIREMENT

00-05-10 Project Definition

101 The Project

- **Project reference:** 5003346
- **Project title:** New Pavilion, Thame Cricket Club
- **Project description:** The works comprises the design and construction of a new two storey cricket pavilion, together with associated external works and demolition of the existing cricket pavilion
- **Location:** Church Meadow, Church Rd, Thame, OX9 3AJ
- **Contract Duration:** 43 weeks
- **Sequence of works/Sectional Completion:** Refer to 00-50-70/720 regarding the sequence the areas of the site will be made available to the contractor.

110 Project documents

- **Document type:** Employers Requirements.
- **Title:** New Pavilion, Thame Cricket Club, Thame
- **Reference:** Issue 1
- **Status:** Tender stage.
- **Format:** Hard copy.
- **Provision:** Provided.

120 Tender Drawings

- **The tender drawings:** are those listed in the document register, in Appendix A.
- **Discrepancies:** Should discrepancies arise between the Employers Requirements and the drawings accompanying the tender invitation they should be resolved with the Employer's Agent (CA) prior to the submission of the Tender. If there remain unresolved differences the written Employers Requirements shall take precedence over the accompanying drawings.

130 Contract Drawings

- **The contract drawings:** Same as the tender drawings.

140 Hierarchy of Documents

- **General:** The documents comprising the Employers Requirements shall take effect in the following order of priority:
 - 1. Specification
 - 2. Drawings
- **Discrepancies:** Any discrepancy or omission in either the drawings or specification shall be brought to the CA's attention as soon as the discrepancy is discovered, the CA shall issue such instructions as necessary to regulate the situation. At any stage of the project the hierarchy of documents shall be as stated above. The contractor shall clearly identify within his Contractors Proposals any discrepancies he has identified in the Employers Requirements and the action taken to remedy such discrepancy.

150 Pre-construction information

- **General:** Pre-construction information is described within the preliminaries. In addition a separate Pre-Construction Information document in Appendix I.

160 List of drawings and other documents relating to the contract but not included in the tender documents

- **Inspection:** No other documents are available for review other than those included in the Employers Requirements.

170 Contractor's Obligations

- **General:** The contractor shall be deemed to have carefully examined all documents referred to in the Employers Requirements and to have ascertained from them the extent and character of the work and, insofar as this may reasonably be inferred from these drawings and inspection of the site, what restrictions are imposed upon the means of carrying out the Works. No claim for lack of knowledge of such matters will be entertained. The Works are to be carried out and completed in accordance with the Employer's Requirements.

00-05-15 Works Terminology

110 Terminology

- **Meaning:** Terms, derived terms and synonyms used are as defined in this section or in the appropriate referenced document.

210 Description terminology

- **Attendance:** Includes
The use of the Main Contractor's temporary roads, pavings and paths, standing scaffolding, standing power operated hoisting plant,
The provision of temporary lighting of an equivalent brightness to the finished lighting brightness,
The provision of water,
The clearing away of rubbish and paying all charges in connection with its disposal, the provision of secure hard standing space for the sub-contractor's own offices, plant and material storage,
The use of standing mess rooms, sanitary accommodation and welfare facilities and
The provision of all Health and Safety facilities and all Fire Safety precautions, services, equipment, signage, facilities, Marshalls and the like necessary to comply with the relevant parts of the Joint Fire Code.
Additional requirements should be described as 'Special attendance'.
- **Building Manual:** A document containing information of use to subsequent building owners, occupiers and users about the requirements and procedures for effective operation, maintenance, decommissioning and demolition of the building.
- **CA:** Means the person nominated in the Contract as Employers Agent or his authorised representative.
- **Construction Work:** Permanent work together with temporary work.
- **Contractor:** The party who undertakes to perform the services, supply goods or carry out work defined in a contract. Includes Main Contractor, Prime Contractor, Supplier, Service provider, Builder, Subcontractor, etc. as the context dictates, which may be defined terms in certain standard contract forms.
- **Contractor's choice:** Selection delegated to the Contractor, but liability to remain with the specifier.
- **Contractor's design:** Design to be carried out or completed by the Contractor, supported by appropriate contractual arrangements, to correspond with specified requirements.
- **Cost:** The amount paid or given by one party to another in exchange for goods, work or services.
- **Designer:** A person carrying out design on a project.
- **Deviation:** Difference between a specified dimension or position and the actual dimension or position.
- **Employer:** The party to the Contract for whom the goods, work or services are provided. Includes Client (in consultancy contracts and CDM Regulations), the Employer, Building owner or Purchaser (in construction contracts), the Developer (in development agreements and funding agreements), or the 'Main' contractor in contractor/ subcontractor agreements - which may be defined terms in certain standard contract forms
- **Estimate:** An approximate evaluation of either time or cost of part or the whole of a project.
- **Execute:** To complete a task fully and put into effect. To fix, apply, install or lay products securely, accurately, plumb and in alignment.
- **Existing:** Items retained in place to receive new work.
- **Fastener:** Device for mechanically attaching something to something else.
- **Manufacturer and Product reference:** Manufacturer - the body under whose name the particular product, component or system is marketed.
Product reference - the proprietary brand name and/ or reference by which the particular product, component or system is identified.
References are as specified in the manufacturer's technical literature current on the date specified.

- **Manufacturer's standard:** Where used in conjunction with a specified proprietary product, accessories to be those recommended by the product manufacturer.
- **Permanent Work:** Work to be constructed and completed in accordance with the Contract.
- **Price:** An indication of the amount required to be paid by one party to another in exchange for goods, work or services.
- **Product:** Material, both manufactured and naturally occurring, goods and accessories for permanent incorporation into the Works. Includes: Goods, plant, materials, site materials and things for incorporation into the Works.
- **Requirements:** A description in outline or detailed form of the development, or a part of it, which one party requires another to design and/or build.
- **Schedule of rates:** The subdivision of product and execution prices by a pre-determined unit basis.
- **Schedule of Work:** The subdivision of work items by a pre-determined classification. Can form the basis of a pricing document where Bills of Quantities are not used.
- **Schematic:** A drawing of a system showing components, products, systems and their interconnections.
- **Site equipment:** The Contractor's apparatus, appliances, machinery, vehicles or things of whatsoever nature required in or about the construction for the execution and completion of the Works and the remedying of defects.
Includes Appliances, vehicles, consumables, tools, temporary work, scaffolding, cabins and other site facilities.
Excludes: Temporary work, Employer's products and equipment or anything intended to form or forming part of the permanent Works.
- **Specification:** Written description of requirements.
- **System:** Products, components, equipment, accessories, controls, supports and ancillary items, including installation, necessary for that section of the work to function.
- **Temporary work:** Incidental work to undertaken during construction but not intended to form part of the completed work.

310 Activity terminology

- **Advise:** See 'Communicate'.
- **Agree:** See 'Communicate'.
- **Approve:** Record conformance of work to specified criteria by giving formal or official sanction.
- **Communicate:** Includes advice, inform, agree, confirm, notify, seek or obtain information, consent or instructions, or make arrangements.
 - **Format:** In writing to the CA, unless specified otherwise.
 - **Response:** Do not proceed until response has been received.
- **Confirm:** See 'Communicate'.
- **Ease:** Adjust moving parts of designated products, systems or work to achieve free movement and good fit in open and closed positions.
- **Fix:** Receive, unload, handle, store, protect, place and fasten in position; dispose of waste and surplus packaging; to include labour, materials and site equipment for that purpose.
- **Give notice:** Communicate in writing to the person administering the Contract at the address listed therein.
- **Inform:** See 'Communicate'.
- **Keep for recycling:** As 'keep for use' but relates to a naturally occurring material rather than a manufactured product.
- **Keep for reuse:** Do not damage designated products, systems or work. Clean off bedding and jointing materials. Stack neatly, adequately protect and store until required by the Employer or Purchaser, or for use in the Works as instructed.
- **Make good:** Execute local remedial work to designated work. Make secure, sound and neat.

- **Match existing:** Provide products and work of the same appearance and features as the original, excluding ageing and weathering. Make joints between existing and new work as inconspicuous as possible.
- **Notify:** See 'Communicate'.
- **Quote:** Use 'Estimate'.
- **Recycle:** Collect, sort, process and convert discarded or recovered components into raw materials for use in the creation of new products.
- **Refix:** Fix previously removed products.
- **Remove:** Disconnect, dismantle as necessary and take out the designated products or work, together with associated accessories, fixings, supports, linings and bedding materials. Dispose of unwanted materials.
Removal of a system includes this work.
- **Remediate:** Action or measures taken to lessen, clean-up, remove or mitigate the existence of hazardous materials existing on a property; in accordance with standards, specifications or requirements as may be required by statutes, rules, regulations or specification.
- **Repair:** Execute remedial work to designated products. Make secure, sound and neat. Excludes redecoration and replacement.
- **Replace:** Supply and fix new products matching those removed. Execute work to match the original new state of that removed.
- **Reuse:** Recover components to be fixed or used in the project or other buildings without the requirement for recycling.
- **Submit:** Deliver an item in a specified format to a specified person within a specified timeframe.
- **Submit proposals:** Submit information in response to specified requirements.
- **Supply and fix:** Supply of products, components or systems to be fixed, together with their fixing.

00-05-20 Project Participants

110 Project participants: Employer

- **Company:**
 - **Name:** Thame Town Council.
 - **Address:** Town Hall, High Street, Thame, OX9 3DP.
- **Title:** Employer

120 Project participants: Tenant

- **Company:**
 - **Name:** Thame Cricket Club.
 - **Address:** Church Meadow, Church Rd, Thame, OX9 3AJ
- **Title:** Tenant

130 Project participants: Employers Agent

- **Company:**
 - **Name:** Ridge and Partners LLP.
 - **Address:** The Cowyards, Blenheim Park, Oxford Road, Woodstock, Oxfordshire, OX20 1QR.
 - **Telephone number:** 01993 815000.
- **Contact:**
 - **Name:** Simon Keen
 - **Telephone number:** 01993 815068
 - **Email address:** skeen@ridge.co.uk
- **Title:** Employer's Agent

140 Project participants: Principal Designer

- **Company:**
 - **Name:** Ridge and Partners LLP.
 - **Address:** The Cowyards, Blenheim Park, Oxford Road, Woodstock, Oxfordshire, OX20 1QR.
 - **Telephone number:** 01993 815000.
- **Contact:**
 - **Name:** Tom Bloxsom
 - **Telephone number:** 01993 815000
 - **Email address:** tbloxsom@ridge.co.uk
- **Title:** Principal Designer

150 Project participants: Principal Contractor

- **Company:**
 - **Name:** The appointed main contractor.
 - **Address:**
 - **Telephone number:**
- **Contact:**
 - **Name:**
 - **Telephone number:**
 - **Email address:**
- **Title:** Principal Contractor

160 Project participants: Quantity Surveyor

- **Company:**
 - **Name:** Ridge and Partners LLP.
 - **Address:** The Cowyards, Blenheim Park, Oxford Road, Woodstock, Oxfordshire, OX20 1QR.
 - **Telephone number:** 01993 815000.
- **Contact:**
 - **Name:** Tika Paudel.
 - **Telephone number:** 01993 815066
 - **Email address:** tpaudel@ridge.co.uk
- **Title:** Quantity Surveyor.

170 Project participants: Architect

- **Company:**
 - **Name:** Holland and Green.
 - **Address:** Belmont House, 13 Upper High Street, Thame, Oxfordshire. OX9 3ER.
 - **Telephone number:** 01844 390 381.
- **Contact:**
 - **Name:** Kyae Lee.
 - **Telephone number:** 01844 390 381
 - **Email address:** kyae@hollandgreen.co.uk
- **Title:** Architect.

180 Project participants: Structural Engineer

- **Company:**
 - **Name:** LKA Structures Ltd.
 - **Address:** 11 Townsend, Haddenham, HP17 8JW.
 - **Telephone number:** 07729973269.
- **Contact:**
 - **Name:** Lindsay Ashby.
 - **Telephone number:** 07729973269
 - **Email address:** lindsay@lkastructures.co.uk
- **Title:** Structural Engineer.

190 Project participants: Mechanical Engineer

- **Company:**
 - **Name:** PSB Consulting Engineers (Oxford) Ltd.
 - **Address:** Suite 4 Merchant House, 5 East St Helen Street, Abingdon, Oxfordshire, OX14 5EG.
 - **Telephone number:** 01235 428625.
- **Contact:**
 - **Name:** Paul Bailey.
 - **Telephone number:** 01235 428625.
 - **Email address:** paul@psbconsulting.co.uk
- **Title:** Mechanical Engineer.

200 Project participants: Electrical Engineer

- **Company:**
 - **Name:** PSB Consulting Engineers (Oxford) Ltd.
 - **Address:** Suite 4 Merchant House, 5 East St Helen Street, Abingdon, Oxfordshire, OX14 5EG.
 - **Telephone number:** 01235 428625.
- **Contact:**
 - **Name:** Alan Barnes.
 - **Telephone number:** 01235 428625.
 - **Email address:** alan@psbconsulting.co.uk
- **Title:** Electrical Engineer.

210 Project participants: Building Control

- **Company:**
 - **Name:** Aedis Group.
 - **Address:** Bagley Croft, Hinksey Hill, Oxford, OX1 5BS.
 - **Telephone number:** 07889 537310.
- **Contact:**
 - **Name:** Huw Davies.
 - **Telephone number:** 07889 537310.
 - **Email address:** huw.davies@aedisgroup.co.uk
- **Title:** Building Control Surveyor.

00-05-70 Project Location

110 Project location

- **Details:** Thame Cricket Club
- **Address:**
 - **Street:** Church Meadow,
Church Road,
 - **City:** Thame
 - **Post code:** OX9 3AJ
- **Site boundaries:** Refer to drawings issued with the tender documents which indicate the site boundaries
- **Contractors' working area:** The contractor shall submit with their tender proposals regarding the contractors' working area. This should take into account the phasing noted elsewhere in the Employers Requirements and allow in their tender for adapting the working area to reflect the proposed phasing. The contractor cannot use the Thame Barns Centre Car Park, cricket outfield or cricket pitch as working area.

130 Existing buildings on, or adjacent to the site

- **Details:** Refer to site location plan.

The Contractor shall note the site location and shall at all times carry out the work so as not to cause nuisance to any adjacent neighbours, strictly in accordance with local bye laws and restrictions in working hours that may be imposed by the Local Authority.

The existing pavilion is to remain in operation until Phase 1 works of the new pavilion has been completed. Demolition of the existing pavilion can only take place once the Phase 1 works to the new pavilion have been completed.

The demolition of the existing pavilion shall be undertaken by a competent contractor. The Contractor should refer to the asbestos survey included in Appendix J with regards to asbestos found within this building and ensure the removal of such materials are undertaken by an approved Contractor licensed by the Health and Safety Executive to carryout asbestos removal works as identified in the survey included in Appendix J

150 Surrounding land and building uses

- **Surrounding land uses or activities:** Refer to site location plan. The Contractor shall access for themselves any potential security risks, operational difficulties or health and safety hazards etc. that the surrounding land/building use which may have an effect on the Works and shall be deemed to have included for such in their tender. No claims arising from want of knowledge will be admitted.
- **Condition surveys:** The Contractor is responsible for undertaking all condition and structural surveys of existing neighbouring structures, existing roads, footpaths, walls, hedges, fences and the like prior to commencement and completion. The Contractor shall produce photographic records one week prior to commencement of works and these shall be mounted in an A4 ring binder and shall be clearly crossed referenced to a Site Layout. One copy of such records is to be issued to the CA and a further copy is to be retained on site. The Contractor is responsible for any remedial works required as a result of carrying out the Contract Works.
- **Permissions:** Should the Contractor require access to adjacent land or property, then they are responsible for making arrangements directly with the owners and/or occupiers. The Employer does not warrant that such access will be available.

155 Existing mains services

- **On the site:** As indicated in the Utilities Survey included in Appendix H. The Employer will not accept liability for the accuracy of this information. The Contractor is to allow for all costs associated with carrying out verification of the survey and locate all services which affect the works and cross the site.
- **Adjacent to the site:** As indicated in the Utilities Survey included in Appendix H. The Employer will not accept liability for the accuracy of this information. The Contractor is to allow for all costs associated with carrying out verification of the survey and locate all services which affect the works and cross the site.
- **Other information:** The contractor shall submit proposals 14 days prior to commencing any works on the existing services. Written proposals shall include a method statement, risk assessments, sketches and programme details confirming the duration of the works. The contractor shall not interfere with the operation of existing services such as gas, water, electricity, telephones, cables, sewers, drains and the like without the written permission of the Employer. If required, the contractor shall provide temporary connections for all services that are to be diverted or altered.
- **Other information:** The contractor shall indemnify the employer for any loss or action arising from interference, destruction or damage by the contractor or any of his subcontractors or suppliers to the existing services arising from any action associated to the contractor as a result of this development.

156 Discovery of Uncharted Services

- **General:** Discovery of any uncharted services is to be reported immediately to the CA.

157 Damage to Public and Private Services

- **General:** Immediately notify the CA and where appropriate the applicable services and utilities authorities of any damage. Make arrangements for repair to the satisfaction of the CA and, where applicable, of the service and utility authorities. For urgent repair accept any arrangements made by the CA. Such arrangements made by the CA will not affect the extent of the Contractor's liability.

160 Soils and Ground Water

- **Information:** As indicated in the Ground Investigation Report included in Appendix G.
- **General:** The contents of this Report and the interpretation of the same will be the sole responsibility of the Contractor. The Contractor is responsible for making all due allowances within the tender for site conditions as no additional costs arising from whatever cause will be considered. No liability is accepted by the Employer or his agent for any inaccuracy, error or omission contained in the aforementioned Reports Included in the tender documents.

161 Site Investigation

- **Information:** As indicated in the Ground Investigation Report included in Appendix G.
- **General:** The contents of this Report and the interpretation of the same will be the sole responsibility of the Contractor. The Contractor is responsible for making all due allowances within the tender for site conditions as no additional costs arising from whatever cause will be considered. No liability is accepted by the Employer or his agent for any inaccuracy, error or omission contained in the aforementioned Reports Included in the tender documents.

165 Health and Safety File

- **Information:** A Health and Safety File is not available for the Site.

170 Access

- **Details:** Refer to site phasing plan # PIN-412-100

All access to the site during the works shall be via the Aylesbury Road.

The Contractor's attention is drawn to the powers vested in the Highway Authority to require the cleaning and washing down of all vehicles prior to leaving the site. Client also will not tolerate mud on the roads. The contractor shall make his own enquiries in respect of such obligations and to include for any costs in complying therewith.

The Contractor shall ensure that vehicular and pedestrian access is maintained at all times to roads adjacent to the site and shall carry out the works in such a manner as to cause the minimum of inconvenience and disruption to the occupiers and users thereof.

The Contractor shall ensure that no damage is caused by site traffic to roads and footpaths beyond the boundary of the site.

- **Limitations:** The site should not be accessed via Church Road/Thames Barns Centre.

All matters concerning the Contractors access to the site shall be agreed between the Contractor, the appropriate highways authority and the police.

00-10-70 Works Contract Content

110 Preparatory work by others

- **Details:** Removal of existing practice nets will be undertaken directly by Thame Cricket Club
- **Timescale:** This work will be completed prior to the Contractors taking possession of the site
- **Details:** Archaeological Investigation works. Excavation of 25m long x 1.6m wide evaluation trial trench laid out along the long axis of the proposed new pavilion, backfilling upon completion and preparation of report of findings. This work will be undertaken by Oxford Archaeology.
- **Timescale:** This work will be completed prior to the Contractors taking possession of the site

120 The Works

- **Details:** The works comprises the design and construction of a new two storey cricket pavilion, together with associated external works and demolition of the existing cricket pavilion based upon the tender drawings and Employers Requirements
The Contractors Proposals shall reflect the requirement and standards set out in the Employers Requirements and shall comply with all relevant standards, planning permission, building regulations and all other statutory and Local Authority requirements.
- **Sequence of works/Sectional Completion:** Refer to 00-50-70/720 regarding the sequence the areas of the site will be made available to the contractor.

125 Contractor's Design

- **Description:** In accordance with the Contract conditions the Main Contractor will be responsible for the design and construction of all works.
The Contractor must undertake that the design for the works will be carried out in accordance with the Specifications contained within the documentation and all relevant standards, so as to gain all necessary approvals.
The Contractor must undertake to provide warranties from all sub-contractors with design responsibility and also undertake to insurance that all sub-contractors provide PI Insurance cover and that all guarantees are on an insurance backed basis. The wording of these warranties is set out in Appendix D.
A copy of all details, drawings and calculations for each of the above should be forwarded to the CA for comment and the comment of any of the Employer's consultants named in the documents.
The design will be based upon the Contract Drawings and Specification. All design drawings will be altered as required to gain all necessary approvals.
- **Submit:** Drawings and supporting documentation with tender.

130 Work by others concurrent with the Contract

- **Details:** None
- **Timescale:** N/A

140 Completion work by others

- **Details:** The following works will be completed directly by Thame Cricket Club:
 - Bar Fit Out;
 - Kitchen Fittings;
 - Loose FF&E;
 - Blinds/Curtains to Windows and Doors (blinds to roof lights to be provided as part of the contract works);
 - Installation of new cricket nets
- **Timescale:** The Employer requires the Bar and Kitchen Fit Out Works, together with the installation of the new cricket nets to be undertaken concurrently with the Works. All other items will be completion works will be completed once each phase of the works has been handed over. The

Contractor shall liaise with Thame Cricket Club regarding the Bar and Kitchen Fit Outs/installation of the cricket nets. The Contractor shall identify periods of time on their programme for the above works.

150 Work by, or on behalf of employer

- **Generally:** The contractor shall allow access for and permit the execution of the following works, to be carried out by other contractors, tradesman or others directly engaged by the Thame Cricket Club. General attendance with such persons shall not be charged as an addition to the Contract.
- **Details:** Installation of new cricket nets
- **Carried out by:** to be confirmed
- **General attendance:** Provide.
- **Special attendance:** tbc
- **Details:** Kitchen Fit Out
- **Carried out by:** to be confirmed
- **General attendance:** Provide.
- **Special attendance:** tbc
- **Details:** Bar Fit Out
- **Carried out by:** to be confirmed
- **General attendance:** Provide.
- **Special attendance:** tbc

160 Products provided by, or on behalf of employer

- **Details:**

200 Work by statutory undertakers

- **Details:** Water mains services
- **Description of work:** Refer to Mechanical and Electrical Specification
- **General attendance:** Provide.

201 Work by statutory undertakers

- **Details:** Gas main services
- **Description of work:** Refer to Mechanical and Electrical Specification
- **General attendance:** Provide.

202 Work by statutory undertakers

- **Details:** Electricity mains services
- **Description of work:** Refer to Mechanical and Electrical Specification
- **General attendance:** Provide.

203 Work by statutory undertakers

- **Details:** Telephone mains services
- **Description of work:** Refer to Mechanical and Electrical Specification
- **General attendance:** Provide.

210 Advance procurement

- **Details:** None. The contractor is provide details of any materials or good that require advance procurement to meet the programme identified in the Employers Requirements
 - **Description:** N/A
 - **Supplier:** N/A

250 Other contract work

- **Details:** N/A

300 Provisional sum for defined work

- **Details:** Refer to section 2.1 of the Employers Requirements
- **Provisional Sum:** Refer to section 2.1 of the Employers Requirements
- **General attendance:** Provide.

310 Provisional sum for undefined work

- **Details:** Refer to section 2.1 of the Employers Requirements
- **Provisional Sum:** Refer to section 2.1 of the Employers Requirements
- **General attendance:** Provide.

320 Prime Cost sum

- **Details:** Refer to section 2.1 of the Employers Requirements
- **PC sum:** Refer to section 2.1 of the Employers Requirements
- **Contractor's percentage addition for incidental costs, overheads and profit:** To be provided by the contractor at tender stage. Refer to section 2.1 of the Employers Requirements

00-20-70 Works Contract

JCT Design and Build Contract (DB)

- **The Contract:** JCT Design and Build Contract (DB), 2016 Edition.
- **Requirement:** Allow for the obligations, liabilities and services described

THE RECITALS

The Recitals: will be completed as detailed in Appendix B of the Employers Requirements

ARTICLES

Articles: will be completed as detailed in Appendix B of the Employers Requirements

CONTRACT PARTICULARS

Contract Particulars: will be completed as detailed in Appendix B of the Employers Requirements

THE CONDITIONS

The Conditions: will be completed as detailed in Appendix B of the Employers Requirements

EXECUTION

- **The Contract:** Will be executed as a deed - Refer to draft contract included in Appendix B of the Employers Requirements

CONTRACT GUARANTEE BOND

- **Contract Guarantee Bond:** The contractor shall allow for providing a guarantee bond in the form set out in Appendix D of the Employers Requirements. The Contractor must confirm agreement to the terms and conditions as part of the tender submission. The Bond shall be in place prior to commencement of the Works.

SUB CONTRACTOR'S DESIGN WARRANTIES

- **Sub Contractor's Design Warranties:** Should the Contractor sub-let any design works related to the contract to a Consultant or Sub-Contractor, the Contractor shall procure from that respective party a Collateral Warranty. It shall be a condition of any such appointment that the contractor provides this warranty within one month of the Employer or Employers Agent's request. Should the Contractor fail to provide such Warranties, within one month of request, the Employer reserves the right to take out an insurance policy, for a 12 year duration, to cover the omission of the Warranty and deduct the monies from the contract sum. A sum of £5,000 plus Value Added Tax at the applicable rate, for each Warranty not provided, shall be deducted to cover consultants and legal fees.
- **Minimum Requirements:** The following Consultants/Sub-Contractors will be expected to enter into the following collateral warranties as set out below:

Consultant/Sub-Contractor	Sub-Contractor Collateral Warranty for the Employer (SCWa/E)	Contractor Collateral Warranty for a Purchaser or Tenant (CWa/P&T)	Sub-Contractor Collateral Warranty for a Purchaser or Tenant (SCWa/P&T)
Main Contractor	n/a	Yes	n/a
Mechanical Installations	Yes	n/a	Yes
Electrical Installations	Yes	n/a	Yes
Lift Installations*	Yes	n/a	Yes

Timber Trussed Rafters	Yes	n/a	Yes
Windows and External Doors*	Yes	n/a	Yes
Stairs			
Architectural Design	Yes	n/a	Yes
Structural Design	Yes	n/a	Yes

* - Product Liability Insurance cover will be accepted for these sub-contractors in lieu of PI Insurance.

- **The Agreement:** Any Sub Contractor's with design responsibility will be required to enter into an Agreements for a Design Warranties, a copy of which, with the relevant parts completed, is included in Appendix D. The Form gives the text of the enabling clause which is to be included in the Conditions of Contract. The wording of these documents is not negotiable and therefore the contractor shall immediately contact the Quantity Surveyor if they are unable to comply with these requirements.
- **Maximum number of Warranties, which the Employer may require:** three per Sub Contractor.

00-30-70 Works Contract Procurement

110 Compliance with Tender rules

- **Compliance:** Failure to comply may result in Tenders being rejected at the sole discretion of the Employer.
- **Costs:** No liability is accepted for costs incurred in the preparation of a Tender.
- **Contractor's Obligations:** The contractor shall be deemed to have carefully examined all documents referred to in the Employers Requirements and to have ascertained from them the extent and character of the work and, insofar as this may reasonably be inferred from these drawings and inspection of the site, what restrictions are imposed upon the means of carrying out the Works. No claim for lack of knowledge of such matters will be entertained. The Works are to be carried out and completed in accordance with the Employer's Requirements.
- **Contractor's Responsibility:** The Contractor shall be responsible for the execution of the whole of the works as defined by the Contract and Contract Documents. All matters requiring approval shall be to the reasonable satisfaction of the Employer and the CA. All necessary information so required shall be promptly submitted to the CA for such approval. A period of 2 weeks is required for consideration of any such matters. Such a period commencing at the time the CA receives the information. Any works undertaken without prior issue of full information for the necessary approvals and during the 2 week period for consideration will be entirely at the Contractor's own risk.
- **Contractor's Design Responsibility:** The Contractor shall be responsible for all aspects of the design of the whole of the works outlined by the Employer's Requirements, as defined by the Contract. In addition he shall obtain all statutory approvals and meet all requirements set out in this document.
- The design and installation shall comply fully with all Statutory Requirements and Recommendations. All works shall be undertaken to comply drawing and specifications and with all relevant British Standards, best practice and manufactures recommendations.
- Notwithstanding the relevant Clauses of the Condition of Contract the Contractor shall accept entire responsibility for designs detailed in the Contractors Proposals and for any mistake, inaccuracy, discrepancy or omission contained in the same. The Contractor shall be responsible for checking all aspects of design within the Employers Requirements before basing his own proposals on such. This clause is to be without exception.
- The Contractor shall ensure that their design meets the 'essential' requirements as set out in the ECB 'Pavilions and Clubhouses' Technical Guidance document TS5 and Sport England's 'Clubhouse Design Guidance Notes'.
- The Contractor is required to provide professional indemnity insurance as detailed in Appendix B of the Employers Requirements. The Contractor must provide details of such professional indemnity insurance cover proposed as part of his tender submission.
- The Contractor shall ensure that all aspects of the works, at both design and construction stages shall be properly supervised by competent and suitably qualified design professionals. Details of the design team to be employed, including details of the scope of their appointments and design stage programme should be submitted as part of the tender submission.
- Should the Contractor sublet the design work either in whole or in part to a design consultant he will be required to ensure that the Designer, to whom he sub-contracts the design, carries professional indemnity insurance as detailed in the Appendix B of the Employers Requirements.
- The Contractor must provide details of the proposed scope of appointment for each of his design team, as part of his tender submission.
- The Contractor shall liaise with the CA during the development of details of design and shall afford every reasonable facility to the CA in this connection. Such liaison shall in no way relieve the Contractor of his responsibility under this Contract.
- Comply with the requirements of the Local Authority Building Inspector. Comply with all statutory obligations arising from current legislation and regulations.

- Notify all authorities in accordance with their regulations and obtain any enquired approvals for the installation.
- Full compliance with Part L of the current Building Regulations must be demonstrated by the submission of a compliant set of Part L calculations to the CA at least three weeks before the date of possession. The possession of the site will not be given to the contractor until compliance with Part L has been proven.

120 Preliminary Enquiry

- **Details:** Tender Enquiry issued: 23 June 2016
Project Code: 5003346

130 Tenders to be invited

- **Number of tenders to be invited (maximum):** Open tender

135 Project Team Agreement

- Complete and return within 7 days of request

150 Tender Programme

- **Details:** Tenders will be issued on the 23 June 2017 and should be returned no later than noon on the 24 July 2017.
- **Key dates:** Last Date for queries: 5 working days before return of Tenders
Notification of tender results to successful Tenderer: four weeks

160 The Invitation to Tender

- **Location of Tender documents:** Tender documents may be retrieved via the Contract Finder web portal
- **Minimum Requirements:** Tenderers should meet the following minimum requirements:
 - **Turnover** – over £2million per year
 - **Contractor's Insurance – Injury to Persons or Property** - £10million
 - **Contractors Insurance – Liability of Employer** - £10million
 - **PI Insurance** – £5million each and every
- **Submit:** The contractor shall submit with their tender return evidence to demonstrate they meet the minimum requirements indicated above.

165 Tender acceptance

- **Tender acceptance period:** Tenders must remain open for acceptance, unless previously withdrawn, for a minimum of 13 weeks from the date for return of Tender.
- **Assurance:** Nothing contained in this Document or its application should be inferred to guarantee that a Tender will be recommended for acceptance or be accepted, or that reasons for non-acceptance will be given.
- **Costs:** No liability is accepted for any cost incurred in the preparation of any tender.

170 The Tender documents

- **The Tender documents:** As described in the Appendix A - Document Register of the Employers Requirements.
- **Number of hardcopy documents provided:** None. All documents to be issued via Contract Finder web portal

180 Tender queries

- **Notification requirements:** Give notice in writing to the Issuing Authority as soon as possible and not less than five working days before the date for return of Tenders.

190 Tender instructions

- **Qualifications:** Do not amend or alter documents without written instruction.
- **Confidentiality:** Do not reveal details of parts of the Tender or supporting documents (except for the necessary purposes of preparing that Tender) without the Employer's express written permission.

210 Pricing

- **Pricing:** Price and extend each item individually as instructed. Do not group items together.
- **Currency:** Pounds sterling.
- **Include for:** The Contractor shall allow in his tender for all costs associated with the design and execution of the Works as defined by the Contract and The Employer's Requirements as a whole or clearly apparent as being necessary for the complete and proper execution of the Works. This should include demolitions, alterations, site clearance, substructure, superstructure, and all associated mechanical and electrical services, site services and external works, capital contributions to the statutory services authorities, inspections and approvals, all other licensing fees and charges, other fees, charges, rates and taxes legally demandable in connection with the execution of the Works, overheads and interest charges. This list should not be considered exhaustive.
- **Provisional and PC Sums:** The tender sum is not to incorporate any Contingency Sum or any Provisional or PC Sum other than those defined within the Employer's Requirements.
- **Pricing of preliminaries:** Abbreviations: the following have been used:
 - F – Fixed Charge Items
 - TR – Time Related Items
- **Fluctuations:** The Contract will be firm price and all fluctuation clauses have been deleted.

220 Site visit

- **Nature of the site:** Ascertain before Tendering, including access thereto and local conditions and restrictions likely to affect the execution of the Work.
- **Arrangements for visit:** through Ridge and Partners LLP.
- **General:** The Contractor shall be deemed to have visited the Site and to be satisfied with means of access, nature of the ground and sub-soil, status and nature of existing services, and the adjoining property, etc. and generally of any conditions which may in any way affect the execution of the Works. The implications and costs associated with these should be included in the Contract Sum Analysis.

The Contractor is to allow for all cost associated with completing the works of any unforeseen conditions, below or above ground, notwithstanding that extra work may be necessary over and above that which is shown or described in the Employer's Requirements.

221 Novation of Consultants

- **Novation of Consultants:** As part of the Contractors compliant tender the Employer wishes that Holland and Green are included for Architecture services and LKA Structures Ltd for Structural Engineering Services. Novation Agreements that are to be utilised are included in Appendix F.
- **Roles:** The Novated Consultants will undertake a Client monitoring and reporting role in conjunction with discharging all duties required by the main Contractor. This monitoring role will include but not limited to regular site visits to inspect, progress, quality and workmanship. The Consultants will prepare monthly written reports which will be issue to the Client and Contractor simultaneously.
- **Services to be provided:** Refer to the Appendix L of the Employers Requirements for details of the services the novated consultants will be providing as part of their novated fee. The contractor is

deemed to have reviewed this schedule and if they feel necessary include additional design fees, agreed directly with the novated consultant, to provide additional services not currently identified as forming part of their novated services.

222 Planning

- **Employer's responsibility:** The Employer has obtaining planning permission relating to this development as detailed in Appendix M.
- **Contractor's responsibility:** The contractor shall be responsible for clearing and complying with all Reserved Matters or Conditions (including the production and submission of any associated revisions and/or developments of the design) that may form part of the planning consent. All costs associated with the management/assistance of obtaining such clearance or compliance must be allowed for in the contractors tender. If the Contractor wishes to make changes to the scheme and this affects the Planning Permission, the Contractor will have sole responsibility to liaise with and obtain the written approval of both the Planning Authority and the Employer at its own expense.

223 Fire Regulations

- **Fire Regulations:** The Contractor shall assign to the Employer irrevocable royalty-free license to use and reproduce the plans, designs, drawings, specifications, design details and calculations produced relating to the contract works; including all amendments and additions thereto for all purposes relating to the contract works including, but not limited to the construction, completion, reconstruction, modification, extension, repair, use, letting, sale and advertising of the works.

224 Copyright

- **Copyright:** The works shall meet the requirements of the current fire regulations and the Contractor shall include for the application for and obtaining of all relevant Fire Certificates and shall comply with the Fire Precautions Act. No adjustment to the tender or subsequently to the Contract Sum will be allowed for costs arising from satisfying these requirements.

225 Building Control

- **Employer's responsibility:** The Employer has appointed Aedis Group (Approved Inspector) to provide building control services for this project. Aedis Group will undertake all necessary work required by the Building Act 1984 and The Building (Approved Inspectors etc.) Regulations 2010, including the following:
 - Assessment and consultation on design relevant to Building Regulation compliance.
 - Serving initial notice to Local Authority (Section 47 – The Building Act 1984)
 - Statutory consultation with Fire Authority to satisfactory conclusion (Regulation 12 – The Building (Approved Inspectors etc.) Regulations 2010)
 - Issuing of Plans Certification and schedule of items confirming approval of the submitted details (Section 50 – The Building Act 1984)
 - Site inspection regime comprising issuing of site inspection reports to contract administrator /project team, if so required; Issuing of Final Certificates confirming compliance of the completed works (Section 51 – The Building Act 1984)
- **Contractor's responsibility:** The contractor shall liaise with the Approved Inspector to ensure the completed project complies with all requirements of the Building Regulations to enable a final certificate to be issued by the Approved Inspector. The contractor will be directly responsible for obtaining all other necessary approvals for any changes made to the Employers Requirements by the Contractors Proposals, including all associated additional fees. The contractor shall provide notification in writing of compliance with Building Regulations at Practical Completion.

226 Adoption Agreements

- **Adoption Agreements:** Where road, sewers and the like will be adopted by the Local Authority or Water Authority under `Section 38, Section 104 or Section 111 Agreements the Contractor shall enter into the Agreements including entering into any required Bonds and the Contractor shall pay all supervisory fees, legal fees and all other expenses in connection with such Agreements.

227 Other Statutory Consents and Requirements

- **General:** The Contractor shall be responsible for obtaining and complying with all other necessary statutory consents and approvals.

228 Fees and Charges

- **General:** Contractor shall allow for all fees, charges, rates and tasks legally demandable in connection with the execution of the Works. The Contractor shall pay the following fees/charges;
 - Condition survey of existing pavilion
 - Condition survey of existing boundary
 - Incoming services
 - Building controls fee associated with changes made to the Employers Requirements by the Contractors Proposals
 - Planning condition discharge fee
 - EPC certificate fee

230 Return of Tender

- **Return of Tender:**
 - **Destination:** via Contract Finder web portal
 - **Time and date:** as detailed on the tender return form
 - **Format:** generally pdf, except Financial (refer below) which should also be provided in excel
 - **Special procedures:** tenders to be returned via Open Contract web portal
- **Documents to be returned with the Tender:** The Contractors Submission should be in the following format and include the information as listed:
 - Introduction - Executive Summary**
 - Form of Tender and Certificate of Bone Fide Tender**
 - General project details**
 - Project Team details:**
 - Organisation Chart detailing the specific team put forward for this project (must include full time design coordinator)
 - Key Contacts including Design Team and primary Principal Contractor contacts/personnel/site team including Curriculum Vitae.
 - Roles and responsibilities description/overview.
 - Financial:**
 - Preliminaries Pricing Matrix (Section 1.2) (Excel)
 - Contract Sum Analysis (Section 3) (Excel)
 - Main Summary (Section 4) (Excel)
 - Schedule or any other documentation used for pricing purposes (Excel)
 - Cash flow forecast
 - Documents forming the Contractors Proposals:**
 - Drawings, including proposed site set up
 - Specifications
 - Other documentation used for pricing purposes e.g. planning conditions etc.
 - Case studies of projects carried out of a similar nature on listed buildings
 - Schedules of proposed key sub-contractors

- Tender stage method statements
- Alternative method Tenders

**Schedule of alternative specification options/value engineering
Programme, Sequence and Project Logistics:**

- Outline master programme
- Construction Traffic Management Plan
- Specific phasing and sequence including Site Compound layout

Health and Safety and Risk Management Statement:

- Pre Tender Health and Safety Plan
- A statement indicating how all aspects of Health and Safety and Risk Management will be applied to the management and execution of the project including details of all personnel, supporting documentation and systems to properly implement this process.

Site Waste Management Plan

Environmental Policy

Quality Control Statement and Sign off Procedures

Copy of current Insurance Cover Certificates

Copy of last three years audited company accounts

- **Inability to tender:** Advise immediately if the work as defined in the Tender documents cannot be tendered.
Define those parts, stating reasons for the inability to tender.

310 Assessment

- **Assessment of Tenders:**
 - **Number to be assessed in detail:** Three
 - **Assessment criteria:**
 - Quality of Tender Submission
 - a) Quality of Tender Submission
 - b) Compliance with submitting information requested in tender documents
 - c) Project Experience
 - d) Proposed programme/sequence of works
 - Financial
 - a) Tender Sum
 - b) Number of Provisional Sums
 - Post Tender Interview
 - a) Proposed Team
 - b) Site Logistics
 - c) Design Management & Quality Procedures
 - d) Value Engineering
 - e) Key risks/opportunities
 - f) Handover and completion
 - g) Design issues or items not clarified
 - h) Added value
 - **Assessment model details:** Refer to Appendix K - Contractor Scoring Matrix of the Employers Requirements.
- In addition refer to the minimum requires detailed in the invitation to tender
- **Alternative Tenders:**
 - **Submission:** Permitted in conjunction with compliant tender.
 - **Basis:** Time based alternatives.

320 Error resolution

- **Arithmetical errors:** Tender price will prevail. An opportunity will be given to confirm the Tender or withdraw.
- **Technical errors:** The Tender is deemed to meet or exceed the requirements of the Tender documents. Amendment of the Tender to reflect this will not constitute a variation and no claim for additional costs will be accepted.
- **Corrections:** An endorsement will be added to the priced documents indicating that rates or prices (excluding preliminaries, contingencies, Prime cost and Provisional sums) inserted therein will be adjusted in the same proportion as the corrected total differs from that stated incorrectly.

340 Post-Tender negotiations

- **Negotiations:** May be required.
- **Details:** Value Engineering to meet Clients Budget.

410 Notification to Tenderers

- **Notification method:** Details of tender values submitted will be provided upon appointment of the successful contractor, via the Contract Finder web portal

00-40-70 Works Contract Establishment

ACCESS

110 Access to the site

- **Details:** Refer to site phasing plan # PIN-412-100.

All access to the site during the works shall be via the Aylesbury Road.

The Contractor's attention is drawn to the powers vested in the Highway Authority to require the cleaning and washing down of all vehicles prior to leaving the site. Client also will not tolerate mud on the roads. The contractor shall make his own enquiries in respect of such obligations and to include for any costs in complying therewith.

The Contractor shall ensure that vehicular and pedestrian access is maintained at all times to roads adjacent to the site and shall carry out the works in such a manner as to cause the minimum of inconvenience and disruption to the occupiers and users thereof.

The Contractor shall ensure that no damage is caused by site traffic to roads and footpaths beyond the boundary of the site.

- **Limitations:** The site should not be accessed via Church Road/Thames Barns Centre. All matters concerning the Contractors access to the site shall be agreed between the Contractor, the appropriate highways authority and the police.

120 Use of the site

- **General:** Do not use the site for any purpose other than carrying out the contract work.
- **Limitations:** Use of the site is within agreed working hours only
- **Limitations:** The contractor shall not use the cricket pitches or outfield for the parking of contractor's vehicles, storage of materials and location of temporary site accommodation

145 Traffic and vehicles

- **Limitations:** Refer to Site Phasing Plan #Pin-412-100 regarding proposed access to the site. The contractors tender shall include for forming a temporary site access (reinstating upon completion to match existing); provision of temporary haul road as necessary to prevent damage to the existing ground.

The contractor shall include for associated approvals/costs/fees associated with forming the temporary site access.

150 Storage, accommodation, mechanical plant, temporary works and services

- **Position:** Submit proposed details of intended siting.
Thame Cricket Club have advised that the existing cricket pavilion may be used as site accommodation until mid-April 2018 at which time the contractor should clean and hand back to enable Thame Cricket Club to use the facilities, until such time as the 1st phase of the new pavilion works have been completed and Thame Cricket Club can vacate the existing pavilion and start using the new pavilion. Please note the existing changing rooms will not be available for use by the contractor as Thame Cricket Club will be using these for storage of retained FF&E. In addition the contractor should be aware that Thame Cricket Club sub-let a space within the existing pavilion to a third party who will continue to have access to this space until the pavilion is hand over to the contractor following the completion of the phase 1 works to the new pavilion.
- **Maintenance:** Alter, adapt and move as necessary. Remove when no longer required and make good.

GENERAL INFORMATION

160 Cash flow forecast

- **Submission:** Submit with your tender a forecast showing the gross valuation of the Works at the date of each Interim Certificate throughout the Contract period and based on the programme for the Works.

Before starting work on site, submit a revised forecast, based upon the agreed contract sum/contract period, showing the gross valuation of the Works at the date of each Interim Certificate throughout the Contract period. Base on the construction programme for the Works.

Update Cashflow on a monthly basis as part of contractors report for progress meetings.

180 Site Waste Management Plan

- **Development:** The person responsible for developing the plan will be the Contractor.
- **Content:** Identity of proposed Principal Contractor.
Location of the site.
Description of the project.
Estimated project cost.
Types and quantities of waste that will be generated.
Resource management options for these wastes including proposals for minimization, reuse and/or recycling.
The use of appropriate and licensed waste management contractors.
Record keeping procedures.
Waste auditing protocols.
- **Submittal date:** With the tender.

190 Environmental policy

- **Employer's Environmental Policy:**
 - **Availability:**
 - **Evidence of compliance:**
- **Project Environmental Management System:**
 - **General:** Develop a system compatible with the Employer's policy.
 - **Format:**
 - **Specific Requirements:**
- **Supporting information:**
 - **Type:**
 - **Format:**
- **Submittal date:** Submit with tender

210 Considerate Constructors Scheme

- **Registration:** Before starting work, register the site with the Considerate Constructors Scheme and pay the appropriate fee.
- **Address:** Considerate Constructors Scheme Office, PO Box 75, Great Amwell, Ware, Hertfordshire, SG12 0YX.
 - Tel. 01920 485959.
 - Fax. 01920 485958.
 - Free phone 0800 7831423
 - Web. www.ccscheme.org.uk
 - E mail. enquiries@ccscheme.org.uk

- **Standard:**
 - **Minimum compliance level:** Compliance.

PROGRAMME

250 Programme

- **Master programme:** When requested and before starting work on site, submit in an approved form a master programme for the Works. If, by not providing such a programme, the contractor causes a delay to the commencement of the works on site all resulting costs whatsoever shall be borne by the contractor.
- **Include:**
 - **Information:** -Design, production information and proposals provided by the Contractor, subcontractors or suppliers, including inspection and checking.
 - Date of Commencement
 - Lead In periods
 - Place Order deadlines
 - Drawing Issue deadlines
 - Critical path
 - Allowance for adverse weather
 - Commissioning period
 - Snagging period
 - H&S File compilation
 - O&M Manual compilation
 - Date of Practical Completion
 - Client training
 - Samples/materials presentation
- **Planning:** Planning and mobilization by the Contractor.
- **Dates:** Earliest start and finish dates for each activity and identification of critical activities.
- **Engineering services:** Running in, adjustment, commissioning and testing of engineering services and installations.
 - **Instructions:** Work resulting from instructions issued in regard to the expenditure of provisional sums.
- **Concurrent work:** Work by or on behalf of the Employer and concurrent with the contract. The nature and scope of which, the relationship with preceding and following work and relevant limitations are suitably defined in the Contract Documents.
- **Exclusions:** Work that is not well defined: where and to the extent that the programme implications for this are impossible to assess, the Contractor should exclude it and confirm this when submitting the programme.
- **Contract Duration:** The programme timescales shall accord to the commencement and completion dates listed in the contractors tender and the contract documents.
- **Number of copies:** Two copies + electronic copy.
- **Submittal date:** with tender.
- **Frequency:** The programme shall be updated and issued to the CA on a fortnightly basis for the duration of the Works

280 Commencement of work

- **Notice:** Before the proposed date for commencement of work on site give minimum notice of two weeks.
- **Site Set Up:** The contractor shall agree with the CA his proposed Site Set up drawing two weeks prior to commencement of work on site. Failure to do so may result in the contractor amending his set up at no cost to the Employer.

HEALTH AND SAFETY INFORMATION

300 Health and Safety information

- **Content:** Describe the proposed organization and resources to safeguard the health and safety of operatives, including those of subcontractors, and of any person whom the Works may affect.
- **Include:** The contents of the H&S File must include and comply with the list of contents provided in the Pre-Construction Information Pack issued as part of the Employers Requirements - refer to Appendix I
- **Policy document:** A copy of the Contractor's health and safety policy documents, including risk assessment procedures.
 - **Records:** Accident and sickness records for the past five years and of any previous Health and Safety Executive enforcement actions
 - **Training:** Records of training and training policy.
 - **Personnel:** The proposed number and type of staff responsible for health and safety on this project with details of their qualifications and duties;
Individual's qualifications and experience;
Workforce Involvement;
Sub-contracting/consulting experience;
Welfare Provision;
Cooperating with others and coordinating work with that of other contractors;
Work experience.
- **Submittal date:** With the tender.

320 Outline Construction Phase Health and Safety Plan

- **Content:**
 - **Risk assessment:** Method statements on how risk from hazards identified in the pre-construction information and other hazards identified by the Contractor will be addressed. Procedures for carrying out risk assessment and for managing and controlling the risk.
 - **Management system:** Details of the proposed management structure, responsibilities and arrangements for issuing health and safety directions. Include procedures for informing other contractors and employees of health and safety hazards.
 - **Selection:** Proposed procedure for ensuring competency of other contractors, the self-employed and designers.
 - **Communication:** Procedures for communications between the project team, other contractors and site operatives. Include arrangements for cooperation and coordination between contractors.
 - **Emergency:** Procedures including those for fire prevention and escape.
 - **Records:** Arrangements for ensuring that accidents, illness and dangerous occurrences are recorded.
 - **Welfare Facilities:** Arrangement for welfare facilities
 - **Personnel:** Procedures for ensuring that persons on site have received relevant health and safety information and training. Include arrangements for consulting with and taking the views of people on site, for preparing site rules and drawing them to the attention of those affected and ensuring compliance.
 - **Monitoring:** Monitoring procedures to ensure compliance with site rules, selection and management procedures, health and safety standards and statutory requirements. Review procedures to obtain feedback.
- **Submittal date:** With the tender.

330 Health and safety hazards

- **Hazards:** Refer to Pre-Construction Information included in Appendix I of the Employers Requirements
- **Limitations:** The nature and condition of the site and/ or buildings cannot be fully ascertained before they are opened up.
- **Information:** The accuracy and sufficiency of this information provided about existing hazards is not guaranteed by the Employer/Purchaser or their representative. Ascertain if additional information is required to ensure the safety of persons and the Works.
- **Training:** Ensure that all relevant personnel are aware of the hazards listed and have received appropriate training to deal with them.

340 Preconstruction information

- **Availability:** Integral with the project specification, including but not restricted to the following:
Description of project.
Client's consideration and management requirements.
Environmental restrictions and on-site risks.
Significant design and construction hazards.
The Health and Safety File.
The contractor should also refer to the Pre-Construction Information included in Appendix I of the Employers Requirements

350 Execution hazards

- **Common hazards:** Not listed. Control by good management and site practice.
- **Significant hazards:** Refer to the Pre-Construction Information included in Appendix I of the employer's requirements.

360 Product hazards

- **Hazardous substances:** Site personnel levels must not exceed occupational exposure standards and maximum exposure limits stated in the current version of HSE document EH40: Guidance Notes: Environmental Hygiene (EH): Workplace exposure limits. Containing the list of workplace exposure limits for use with the Control of Substances Hazardous to Health Regulations 2002 (as amended).
- **Common hazards:** Not listed. Control by good management and site practice.
- **Significant hazards:** Refer to the Pre-Construction Information included in Appendix I of the employer's requirements.

370 Construction phase health and safety plan

- **Delivery to the Client:** Present to the Employers Agent and Principal Designer no later than two weeks prior to commencement.
- **Confirmation:** Do not start construction work until written confirmation is received that the Construction Phase Health and Safety Plan includes the procedures and arrangements required by the CDM Regulations.
- **Content:** Develop the plan from and draw on the Outline Construction Phase Health and Safety Plan and the Preconstruction information.

MANAGEMENT AND STAFF

400 Management and staff – Contract minimum requirement

- **Details:** Allow for compliance with contract obligations.
- **Cost significant items:** Project Specific management and staff.

410 Management and Staff – Additional requirement

- **Dedicated staff role:** Designer Manager/Co-ordinator; Services engineering co-ordinator

TEMPORARY ACCOMMODATION

430 Temporary accommodation – Contract minimum requirement

- **Details:** Allow for compliance with the Contract obligations.
- **Cost significant items:** Refer to Preliminaries pricing schedule included in section 2.1 of the Employers Requirements

440 Temporary Accommodation - use and location

- **Restrictions:**
 - **Positioning:** To be agreed with the client. Submit details with tender submission
 - **Timing:** The contractor may make use of the existing cricket pavilion for use as site/welfare accommodation until mid-April 2018 after which time the contractor will clean and hand back to Thame Cricket Club in a state as handed over to them so that Thame Cricket Club can use the facilities until the Phase 1 works have been completed and hand over for occupation by Thame Cricket Club. The contractor shall provide alternative temporary accommodation from mid-April 2018 until the end of the project.

460 Temporary accommodation made available

- **Accommodation made available by the Employer:** The following may be used for the start of the works until mid-April of 2018 without charge provided that:
It is used solely for the purposes of carrying out the Works.
The use to which it is put does not involve undue risk of damage.
Temporary adaptations are approved by or on behalf of the Employer before being carried out.
It is vacated from mid-April 2018 or determination of the Contract.
When vacated, its condition is at least equivalent to its condition at the start of the Contract.
- **Details:** Existing cricket pavilion
- **Provider:** Thame Cricket Club
- **Available services and facilities:** The contractor may use the existing services and facilities available for the duration of their occupation of the existing pavilion. The Contractor shall metered by the contractor who shall pay for all services used during the contractors occupation of the existing pavilion. The Employer and Thame Cricket Club will not be responsible for the consequences of failure or restriction in supply.

465 Room for Meetings

- **Facilities:** Provide suitable temporary accommodation for site meetings, adequately heated and lit. The room may form part of the Contractor's own site office.
- **Furniture and Equipment:** Provide table and chairs for 10 people.

466 Sanitary Accommodation

- **Facilities:** Provide and maintain in a clean condition, sanitary accommodation for the Employer's representatives, either separate or shared with the Contractor's supervisory staff.

480 Parking

- **Employers Requirement:** Provide and maintain exclusively for use by Employer/ Purchaser and their representatives and consultants.
- **Details:** Space for 2nr cars; shared with other parking.
- **Restrictions on parking of the Contractor's and employees' vehicles:** Parking of contractor's and employees' vehicles will be restricted to within the agreed working area. Parking will not be

permitted on the cricket pitches, outfield or the Thames Barns Centre car park. Local pay and display car parks are available for the parking of contractor's and employees' vehicles. The contractor shall include in their tender for all costs associated with the parking of the contractor's and employees' vehicles.

TEMPORARY SERVICES

500 Temporary Services – contract minimum requirement

- **Details:** Allow for compliance with Contract obligations.
- **Cost significant items:** Refer to Preliminaries pricing schedule included in section 2.1 of the Employers Requirements

510 Water

- **Supply:** The Employer's mains may be used for the Works as follows:
- **Metering:** Metered by the Contractor and charged to the Contractor.
- **Source:** Mains water supply.
- **Point of supply:** To be agreed with the Client.
- **Conditions and restrictions:** For contracted works only.
- **Continuity:** No liability will be accepted for the consequences of failure or restriction in supply.

520 Water restrictions

- **Emergency legislation:** If the water supply is or is likely to be restricted, inform without delay and ascertain the availability of water from alternative sources.
- **Suitability:** Check pH value of water from a proposed new source and ensure that it is suitable for the plants, soil and turf being watered.
- **Cost:** To be paid by Contractor.

530 Gas

- **Supply:** The Employer's mains may be used for the Works as follows:
- **Metering:** Metered by the Contractor and charged to the Contractor.
- **Source:** Mains gas supply
- **Point of supply:** To be agreed with the Client.
- **Conditions and restrictions:** For contracted works only.
- **Continuity:** No liability will be accepted for the consequences of failure or restriction in supply.

540 Lighting and power

- **Supply:** Electric power from the Employer's mains may be used for the Works as follows:
- **Metering:** Metered by the Contractor and charged to the Contractor.
- **Point of supply:** For contracted works only.
- **Available capacity:**
- **Frequency:** 50 Hz, Alternating.
- **Phase:**
- **Continuity:** No liability will be accepted for the consequences of failure or restriction in supply.

550 Telephones

- **Temporary on site telephone:** Provide as soon as practicable after the start on site for joint use by the Contractor, Subcontractors and those acting on behalf of the Employer.
- **Responses:** Make arrangements (e.g. call divers) to ensure that incoming calls are answered promptly.
- **Employer's call charges:** Allow for the cost of a modest number of calls made by those acting on behalf of the Employer.

560 Mobile Telephones

- **Direct communication:** As soon as practicable after the start on site provide the contractor's person in charge with a mobile telephone and pay all charges reasonably incurred.

570 A E-mail and broadband facility

- **General:** Within one week of the Date of Possession provide a suitable, permanent (24hrs a day) email/broadband facility on site, (not mobile broadband) with sufficient capacity to expediently download 'dwg' drawings, with a separate dedicated telephone line, for the use of the Contractor, Subcontractors and those acting on behalf of the Employer.
- **Use on behalf of Employer:** Allow for the cost of a reasonable number of transmissions made by those acting on behalf of the Employer.

580 A Photocopier/colour printer

- **General:** Provide reasonably unrestricted access to and reasonably limited free use of an on-site photocopier/A3 colour printer, which may be located in the Contractor's own site offices.

590 A Meter readings

- **Charges for service supplies:** Where to be apportioned ensure that meter readings are taken by relevant authority at possession and/ or completion as appropriate. Copies of readings are supplied to interested parties.

TEMPORARY SECURITY

600 Security – contract minimum requirement

- **Details:** Allow for compliance with Contract obligations.
- **Cost significant items:** Refer to Preliminaries pricing schedule included in section 2.1 of the Employers Requirements

TEMPORARY SAFETY AND CONTROL

630 Safety and environmental protection – contract minimum requirement

- **Details:** Allow for compliance with Contract obligations.
- **Cost significant items:** Refer to Preliminaries pricing schedule included in section 2.1 of the Employers Requirements

650 Temporary protection to existing trees and vegetation

- **Trees and vegetation:**
 - **Requirement:** Provide protection before starting work.
 - **Positions:** Refer to tender drawings.
 - **Protective barriers and physical protection:** Relevant measures to BS 5837.
 - **Design details of protection:** Root protection barriers; maintain for the duration of the Works. Remove on completion of the works and make good disturbed area.

670 Control and protection – contract minimum requirement

- **Details:** Allow for compliance with Contract obligations.
- **Cost significant items:** Refer to Preliminaries pricing schedule included in section 2.1 of the Employers Requirements

710 Beneficial use of installed systems

- **Permanent systems:** Do not use for any purpose other than running in, testing and commissioning.
- **Other uses:** If permission is given for any other use of a system before the Works are accepted as complete, enter into a separate written agreement recording details of the terms and conditions of use, in accordance with the recommended procedures given in NJCC Guidance Note 10.

730 Mechanical plant – contract minimum requirement

- **Details:** Allow for compliance with Contract obligations.
- **Cost significant items:** Refer to Preliminaries pricing schedule included in section 2.1 of the Employers Requirements

TEMPORARY WORKS

760 Temporary works – contract minimum requirement

- **Details:** Allow for compliance with Contract obligations.
- **Cost significant items:** Refer to Preliminaries pricing schedule included in section 2.1 of the Employers Requirements

770 Temporary works – Additional requirement

- **Provide the following:** Access road from Aylesbury Road to site - Provide temporary ground protection to proposed access route indicated in drawing #Pin-412-100; remove upon completion and make good. Pay all costs associated.
Fencing - The site shall be separated from the surrounding area with a secure hoarding; provide details as part of your tender submission. Maintain, adapt as necessary and remove upon completion. Pay all costs associated.

775 Temporary works – Stability

- **Responsibility:** Maintain the stability and structural integrity of the Works and adjacent structures during the Contract.
- **Design loads:** Obtain details, support as necessary and prevent overloading.

776 Temporary works – Spoil Heaps

- **Location:** Give notice of intended siting.
- **Maintenance:** Alter, adapt and move as necessary. Remove when no longer required and make good.

780 Roads

- **Use of permanent hard surface provision:** Permanent hard surfaces within the confines of the site may be used.
 - **Details:** Refer to drawings issued with tender
- **Restrictions on use:** The use of access roads and car parking spaces to the Thames Barns Centre may not be used for the duration of the works.
 - **Protective or remedial measures:** Protection to be allowed for as necessary with any damage caused to be made good.

790 Name boards and advertisements

- **General:** Obtain approval, including statutory consents, and provide a temporary name board displaying:
Title of Project.
Name of Employer/ Tennant.
Names of Consultants.

Names of Contractor and Subcontractors.

- **Special requirements:** Size, location and final wording/content of the boards to be agreed with the CA prior to commencement of the works.

820 Thermometers

- **General:** Provide on-site and maintain in accurate condition a maximum and minimum thermometer. Measure atmospheric shade temperature in an approved location.

830 Surveying equipment

- **General:** Provide on-site and maintain in accurate condition the following:
- **Equipment:** As necessary to complete the works. Pay all associated costs

840 Personal protective equipment

- **General:** Provide for the sole use of those acting on behalf of the Employer, in sizes to be specified, the following:
- **Safety helmets:** Provide
 - **Standard:** To BS EN 397, neither damaged nor time expired.
 - **Number required:** 5
- **High visibility waistcoats:**
 - **Standard:** To BS EN ISO 20471, Class 2.
 - **Number required:** 5
- **Safety boots:** Provide.
 - **Standard:** To BS EN ISO 20345, with steel insole and toecap.
 - **Number of pairs required:** 5
- **Disposable respirators:** 5
 - **Standard:** To BS EN 149.FFP1S.
- **Eye protection:** Provide.
 - **Standard:** To BS EN 166.
- **Ear protection:** Provide.
 - **Standard:** Muffs to BS EN 352-1, plugs to BS EN 352-2.
- **Hand protection:** Provide.
 - **Standard:** To BS EN 388, 407, 420 or 511 as appropriate.

00-50-70 Works Contract Management

GENERALLY

SUPERVISION, COOPERATION AND COORDINATION

130 Supervision

- **Requirement:** The whole of the contract work and any significant parts must be under the close control of competent trade supervisors to ensure maintenance of satisfactory quality, progress and coordination. Accept responsibility for coordination supervision and administration of the Works, including subcontracts.
- **Evidence:** Provide names, CV's, qualifications and any other documentary evidence.
- **Submittal date:** One week before start on site.
- **Replacement of supervisory personnel:** Give maximum possible notice before changing supervisory personnel.
- **Coordination:** Arrange and monitor a programme with each subcontractor, supplier, local authority and statutory undertaker, and obtain and supply information as necessary for coordination of the work.

135 Finishing Foreman

- **General:** The contractor shall provide a full time, dedicated finishing foreman for a minimum period of four weeks prior to the planned handover. The finishing foreman will work with the CA to achieve zero defects at Practical Completion.
- **Replacement:** once a finishing foreman is appointed and commences supervision on site no replacement shall be permitted without written consent of the CA.

140 Coordination of engineering services

- **Suitability:** Site organization staff must include one or more persons with appropriate knowledge and experience of mechanical and electrical engineering services to ensure compatibility between engineering and the Works generally.
- **Evidence:** Submit when requested CVs or other documentary evidence relating to the staff concerned.
- **Submittal date:** with tender submission.

141 Site Foreman

- **General:** The contractor is to nominate a site foreman as sole point of contact on site for the duration of the works. The CA shall meet with the proposed site foreman prior to Works commencing and shall retain the right to interview alternative foremen should it be deemed necessary. The CA is to be kept informed of any period(s) when the site foreman is likely to be absent from the site for whatever reason.
-

PROGRESS

150 Monitoring

- **Progress:**
 - **Records:** Record on a copy of the programme kept on site.
 - **Delays:** Minimize. Take appropriate action to recover lost time.
 - **Corrective action:** Submit proposals.
 - **Submittal date:** As soon as possible.
 - **Completion forecast:** Submit on the last working day of each week.

160 Progress meetings

- **General:** Meetings will be held to review progress and other matters arising from administration of the Contract.
- **Frequency:** Every month.
- **Venue:** Site office or appropriate site location.
- **Accommodation:** Ensure availability at the time of such meetings.
- **Attendees:** Contractor's person in charge and Subcontractors, as appropriate.
- **Chairperson:** Contract Administrator.
 - **Name:** Ridge and Partners LLP
 - **Duties:** The Chairperson will send invitations, receive apologies, distribute agendas, take and distribute minutes.

170 Progress report

- **Submittal date:** At least one business day before the site meeting.
- **Requirement:** Notwithstanding the Contractor's obligations under the Contract the report must include the following.
- **Content:**
 - Health & Safety Issues - Provide details of any reportable accidents or near misses; formal and site based H&S audits; Status of Method and Risk Assessments; Updates to Construction Phase Plan; any other H&S issues the Contractor wishes to raise.
 - Overall Progress and Programme - Progress to date; Work to be undertaken in next period (forward look); key programme risks; drop line update to the construction programme indicating progress; works being undertaken off site
 - Design Report - Report on Contractors progress with his design team and comparison against agreed information release schedules, a copy of which should be included in the report; Contractors Consultant reports; planning and building regulation matters, including associated tracker regarding outstanding issues; other design matters.
 - Information - Information required, via a Request for Information Schedules
 - Procurement - Orders placed in period; orders to be placed in the next period
 - Valuation and Contractual Matters - Contract Sum; Current Projected Final Account; Valuations; Collateral Warranties.
 - Weather - Identify any time lost due to inclement weather
 - Neighbourhood Relations
 - Progress Photographs
- **Progress statement:** Detailing matters materially affecting the regular progress of the Works with reference to the master programme.
- **Progress reports:** Subcontractors' and suppliers'.
 - **Information:** Requirements for further drawings or details or instructions to fulfil obligations under the Conditions of Contract.

180 Contractor's Site Meetings

- **General:** Hold meetings with appropriate subcontractors and suppliers shortly before main site meetings to facilitate accurate reporting of progress.

190 Photographs

- **Number of locations:** 15
- **Frequency of intervals:** Weekly.
- **Image format:** jpg file format.
- **Number of images from each location:** 1
- **Other requirements:** Submit copy as part of Contractor Progress Report.

OPERATION

200 Employer's representatives inspections

- **Access:** Provide at reasonable times.
- **Inspections:** Agree dates and times several days in advance, to enable affected parties to be present.
- **Safety:** Submit details in advance of safety provisions and procedures (including those relating to materials, which may be deleterious), which will require compliance of the Employer and Employer's representatives when visiting the site.
- **Provide:** Protective clothing and/ or equipment site for the Employer, the Employer's representatives and other visitors to the site.
- **Removal:** Before removing scaffolding or other facilities for access, give notice of not less than 5 working days. Allow safe access for the CA at any time during the Works for inspection of any part of the Works. All costs are to be borne by the contractor for providing safe access for the CA and for this purpose shall assume the CA has a CSCS card and no other health and safety qualifications.

220 Ownership of materials

- **Alteration or clearance work:** Materials arising become the property of the Contractor except where otherwise stated. Remove from site as work proceeds.

230 Measurement

- **Covered work:** Give notice to the CA and Quantity Surveyor before covering work required to be measured.

240 Variations

- **General:** No variation to the contract will be entertained unless covered by a 'Employers Agent Instruction (EAI)', as issued to the contractor by the CA. Instructions shall not be accepted by the contractor other than issued by the CA. No e-mail, letter, meeting minutes, comments on contractors proposals, contractors design drawings and/or specifications or any other form of communication will constitute a variation to the contract unless covered by an EAI.

250 Interim Payments

- **Application by Contractor:** If made under Conditions of Contract clause 4.8, include details of amounts considered due, together with all necessary supporting information. To be issued at least seven days before the due date.

260 Security

- **Protection:** Safeguard the site, the Works, products, materials, and existing buildings affected by the Works from damage and theft.
- **Access:** Take reasonable precautions to prevent unauthorized access to the site, the Works and adjoining property.

280 Stability

- **Responsibility:** Maintain the stability and structural integrity of the Works and adjacent structures during the Contract.
- **Design loads:** Obtain details, support as necessary and prevent overloading.

290 Occupied premises

- **Extent:** Existing buildings will be occupied and/ or used during the Contract.
- **Details:** The existing pavilion will be occupied and used by Thame Cricket Club from mid-April 2018 until the 1st phase of the new pavilion has been hand over. The Cricket pitch will be in used from

mid-April 2018 and throughout the duration of the remainder of the construction project. The cricket pitch may also be occupied for maintenance purposes from the start of the construction project until mid-April 2018.

- **Works:** Carry out without undue inconvenience and nuisance and without danger to occupants and users.
- **Overtime:** If compliance with this clause requires certain operations to be carried out during overtime, and such overtime is not required for any other reason, the extra cost will be paid to the Contractor, provided that such overtime is authorized in advance.

300 Site Tidiness

- **General:** The contractor shall keep the site and access thereto clean and tidy at all times. Should the site or access thereto, in the CA or Employers opinion become untidy and unsightly, the contractor will be notified to rectify the situation in a reasonable period. Should the contractor fail to carry out such a request the Employer reserves the right to employ a third party to complete the clean-up and deduct the costs from the contractor accordingly.

310 Out of Hours Telephone Numbers

- **General:** The contractor will be required to provide a telephone number of a responsible employee/director which the Employer can call out of hours in case of an emergency.

320 Fire Escape Routes

- **General:** The contractor is to allow for all costs associated with maintaining and making required amendments to facilitate adequate ingress and egress routes including fire escape routes from the existing accommodation blocks affected during the course of the works. This will include close liaison with the local Fire Officer on a regular basis.

PROTECTION FROM

360 Work in all Sections

- **General:** Adequately protect all types of work and all parts of the Works, including work carried out by others, throughout the Contract. Wherever work is of an especially vulnerable nature or is exposed to abnormal risks provide special protection to ensure that damage does not occur.

370 Explosives

- **Use:** Not permitted.

390 Noise and vibration

- **Noise control:** In accordance with BS: Code of practice for noise and vibration control on construction and open sites. Noise,
- **Noise levels from the Works:** Not to exceed 5 dB above the background noise level measured as a 15 minute LAeq at the nearest noise sensitive receptor. Measurements shall be undertaken in accordance with BS 7445-1 (2003) Description and Measurement of Environmental Noise.
- **Measurement area:** The site boundary except between the hours of 7.00 am to 6.00 pm.
- **Equipment:** Fit compressors, percussion tools and vehicles with effective silencers of a type recommended by manufacturers of the compressors, tools or vehicles.
- **Restrictions:** Obtain consent before using percussion tools and other noisy appliances. Do not use radios or other audio equipment or permit employees to use in ways or at times that may cause nuisance.

400 Pollution

- **Prevention:** Protect the site, the Works and the general environment including the atmosphere, land, and water courses against pollution. The constructor is required, as a matter of best practice to set up systems to ensure specific risks are eliminated or minimized.
- **Contamination:** If pollution occurs inform immediately, including to the appropriate Authorities and provide relevant information.

420 Pesticides

- **Use:** Not permitted.

430 Nuisance

- **Duty:** Prevent nuisance from smoke, dust, rubbish, vermin and other causes.
- **Surface water:** Prevent hazardous build-up on site, in excavations and to surrounding areas and roads.

440 Asbestos containing materials

- **Requirement:** Report immediately suspected materials discovered during execution of the Works. Do not disturb and agree methods for safe removal or encapsulation. Provide a watching brief during excavation works.

445 Antiquities

- **Requirement:** Report immediately fossils, antiquities and other objects of interest or value discovered during execution of the Works.
- **Preservation:** Keep objects in the exact position and condition in which they were found.
- **Special requirements:** Report to Contract
- **Other:** Oxford Archaeology have been appointed by the Employer to undertake an Archaeological Evaluation comprising the excavation of a single trench measuring 25m by 1.6m along the long axis of the proposed new pavilion. This work will be undertaken prior to the contractor starting on site.

450 Fire prevention

- **Requirement:** Prevent personal injury or death, and damage to the Works or other property from fire.
- **Standard:** Comply with 'Fire prevention on construction sites' - the joint code of practice on the protection from fire of construction sites and buildings undergoing renovation.

460 Smoking on site

- **Smoking on site:** Within the contractor's compound in designated area.

470 Burning on site

- **Burning on site:** Not permitted

480 Moisture

- **Wetness or dampness:** Prevent, where this may cause damage to the Works.
- **Drying out:** Control humidity and the application of heat to prevent:
Blistering and failure of adhesion.
Damage due to trapped moisture.
Excessive movement.

500 Infected timber and contaminated materials

- **Removal:** Where instructed to remove material affected by fungal and/or insect attack from the building, minimize the risk of infecting other parts of the building.
- **Testing:** Carry out and keep records of appropriate tests to demonstrate that hazards presented by concentrations of airborne particles, toxins and other micro-organisms are within acceptable levels.

510 Waste

- **Includes:** Rubbish, debris, spoil, containers and surplus material.
- **Requirement:** Keep the site and Works clean and tidy. Remove rubbish, dirt and residues before closing voids and cavities in the construction.
- **Waste:** Remove frequently and dispose offsite in a safe and competent manner as approved and directed by the Waste Regulation Authority and relevant regulations.
- **Recyclable material:** Sort and dispose at a Materials Recycling Facility approved by the Waste Regulation Authority. The Constructor is required to set up systems to ensure as much construction waste generated on the Site is properly recycled. The Contractor must:
 - Monitor and report on the waste produced and measures taken to recycle on a monthly basis.
 - Set up procedures to collect, sort and recycle all appropriate construction waste.
- **Void and cavities in the construction:** Remove rubbish, dirt and residues before closing in.
- **Documentation:** Retain waste transfer documentation on site.

520 Electromagnetic interference

- **Duty:** Prevent excessive electromagnetic disturbance to apparatus outside the site.

540 Power actuated fixing systems

- **Use:** Not permitted.

550 Invasive species

- **General:** Prevent the introduction or spread of species (e.g. plants or animals) that may adversely affect the site and the Works economically, environmentally or ecologically.
- **Special precautions:** None
- **Requirement:** Report immediately suspected invasive species discovered during execution of the Works. Do not disturb and agree methods for safe eradication or encapsulation.

580 Existing services

- **Confirmation:** Notify service authorities, statutory undertakers and/ or adjacent owners of proposed work not less than one week before commencing site operations.
- **Identification:** Before starting work, check and mark positions of mains and services. Where positions are not shown on drawings obtain relevant details from service authorities, statutory undertakers or other owners.
- **Work adjacent to services:** Comply with service authority's or statutory undertaker's recommendations.
Adequately protect, and prevent damage to services.
Do not interfere with their operation without consent of service authorities, statutory undertakers or other owners.
- **Identifying services:**
 - **Below ground:** Use signboards, giving type and depth.
- **Overhead:** Use headroom markers.
- **Damage to services:**

- **Action:** Immediately give notice and notify appropriate service authority or statutory undertaker.
- **Repair:** Make arrangements for making good without delay to the satisfaction of service authority, statutory undertaker or other owner as appropriate.
- **Liability:** Measures taken to deal with an emergency will not affect the extent of the Contractor's liability.
- **Marker tapes or protective covers:** Replace, if disturbed during site operations, to service authority's or statutory undertakers recommendations.

585 Existing Drains

- **Duty:** Maintain roads and footpaths within and adjacent to the site and keep clear of mud and debris. Damage caused by site traffic or otherwise consequent upon the Works: Make good to the satisfaction of the Employer, Local Authority or other owner. Bear any costs arising.

590 Roads and footpaths

- **Duty:** Maintain roads and footpaths within and adjacent to the site and keep clear of mud and debris.
- **Damage:** Make good if caused by site traffic, or otherwise consequent upon the Works, to the satisfaction of the Employer, Local Authority or other owner. Bear any costs arising.

600 Existing topsoil and subsoil

- **Duty:** Prevent over compaction of existing topsoil and subsoil in those areas which may be damaged by construction traffic, parking of vehicles, temporary site accommodation or storage of materials and which will require reinstatement prior to completion of the Works.
- **Protection:** Submit proposals.
- **Submittal date:** Before starting work.

610 Retained trees, shrubs and grassed areas

- **Protection:** Preserve and prevent damage.
- **Replacement:** Mature trees and shrubs if uprooted, destroyed, or damaged beyond reasonable chance of survival in their original shape, as a consequence of the Contractor's negligence, must be replaced with those of a similar type and age at the Contractor's expense.

620 Retained trees

- **Protected area:** Unless agreed otherwise, do not dump spoil or rubbish, excavate or disturb topsoil, park vehicles or plant, store materials or place temporary accommodation within an area which is the larger of the branch spread of the tree or an area with a radius of half the tree's height, measured from the trunk.
- **Roots:** Do not sever if exceeding 25mm in diameter. If unintentionally severed give notice and seek advice.
- **Ground levels:** Do not change within an area 3m beyond branch spread.

630 Existing features

- **Protection:** Prevent damage to existing buildings, fences, gates, walls, roads, paved areas and other site features, which are to remain in position during execution of the Works.

640 Existing work

- **Protection:** Prevent damage to existing work, structures or other property during the execution of the Works.
- **Removal:** Minimum amount necessary.
- **Replacement work:** To match existing.

650 Building interiors

- **Protection:** Prevent damage from exposure to the environment, including weather, flora, fauna, and other causes of material degradation during the execution of the Works.

660 Existing furniture, fittings and equipment

- **Protection:** Prevent damage or move as necessary to enable the Works to be executed. Reinstall in original positions.
- **Removal by Employer:**
 - **Timing:** Before work starts in relevant areas.
 - **Item:** Cricket Nets

680 Especially valuable or vulnerable items

- **Protection:** Ensure provision and maintenance of special protective measures to prevent damage.
- **Items:** Any existing items stored within the locality of the proposed site.
- **Method statement:** Submit within one week of request describing special protection to be provided.

METHOD AND SEQUENCE

720 Method and sequence of work Restrictions

- **Specific limitations Sequence:** Possession of the site will be made available as follows:
 - Thame Barns Centre Car Park area – Date of Possession: 18 June 2018, once the existing pavilion has been demolished. This is a shared space and work will need to be sequenced to minimise disruption to the Thame Barns Centre. Work to this area to be completed by 13 July 2018.
 - Existing Pavilion Building and associated Maintenance Shed and walls – Date of Possession: 30 April 2018. Possession of the existing pavilion cannot happen until Phase 1 works have been completed and that area handed over. Work to this area to be completed by 13 July 2018.
 - Remaining Area – Date of Possession: 18 September 2017. The Work in this area is phased with the ground floor of the new pavilion, together with some works to the first floor and associated hardstandings from the Thame Barns Centre gates to the front of the new pavilion to be completed by 13 April 2018. The remainder of this area is to be completed by the 13 July 2018.

725 Scaffolding

- **Scaffolding:** Make available to subcontractors and others at all times. All scaffolding must be fully checked by a competent and qualified person on a daily basis.

730 Adjoining property

- **Permission:** Obtain as necessary from other owners if required to erect scaffolding on, or otherwise use, adjoining property. Bear all associated costs.

740 Adjoining property restrictions

- **Precautions:** Prevent trespass of workpeople and take precautions to prevent damage to adjoining property. Pay charges. Remove temporary protection and make good on completion or when directed.
- **Damage:** Bear cost of repairing damage arising from execution of the Works.

750 Existing structures

- **Duty:** Check proposed methods of work for effects on adjacent structures inside and outside the site boundary.

- **Supports:**
 - **Standards:** In accordance with BS 5975 and BS EN 12812.
 - **Requirements:** Provide and maintain incidental shoring, strutting, needling and other supports as may be necessary to preserve stability of existing structures on the site or adjoining, which may be endangered or affected by the Works.
Do not remove until new work is strong enough to support existing structure.
Prevent overstressing of completed work when removing supports.
- **Adjacent structures:** Monitor and immediately report excessive movement.

760 Materials for recycling or reuse

- **Duty:** Sort and prevent damage to stated products or materials, clean off bedding and jointing materials and other contaminants.
- **Storage:** Stack neatly and protect until required by the Employer or for use in the Works as instructed.

780 Use or disposal of materials

- **Specific limitations:** All materials arising shall be disposed of site. If the contractor considers that some of the arising can be retained for re-use they should obtain permission from the CA to do this and an appropriate adjustment to the contract sum shall be made. The Employer/CA are under no obligation to accept any request to re-use materials arising and the CA's rejection of a Contractors request to do so will have no financial effect to the contract sum.

790 Working hours

- **Specific limitations:** None, subject to those detailed in the Planning Consent or imposed by the local authority. The permitted working hours must be agreed at the pre-start meeting. Submit details of proposed working hours with tender.

00-60-70 Works Contract Verification

110 Substitute products

- **Details:** If products of different manufacture to those specified are proposed, submit details with the tender giving reasons for each proposed substitution. Substitutions which have not been notified at tender stage may not be considered.
- **Compliance:** Substitutions accepted will be subject to verification requirements detailed in the specification.

120 Substitution of products

- **Products:** If an alternative product to that specified is proposed, obtain approval before ordering the product.
- **Reasons:** Submit reasons and relevant information for the proposed substitution.
- **Information to be submitted:** Manufacturer and product reference.
Cost.
Availability.
Relevant standards.
Performance.
Function.
Compatibility of accessories.
Proposed revisions to drawings and specification.
Compatibility with adjacent work.
Appearance.
Copy of warranty or guarantee.
- **Alterations to adjacent work:** If needed, advise scope, nature and cost.
- **Manufacturers' guarantees:** If substitution is accepted, submit before ordering products.

130 Equivalent products

- **Inadvertent omission:** Wherever products are specified by proprietary name the phrase 'or equivalent' is to be deemed included.

140 Substitution of standards

- **Specification:** To British Standard or European Standard.
- **Substitution:** May be proposed complying with a grade or category within a national standard of another Member State of the European Community or an international standard recognized in the UK.
- **Ordering:** Submit notification of all such substitutions before ordering.
- **Documentary evidence:** Submit for verification when requested. Submitted foreign language documents must be accompanied by certified translations into English.

DOCUMENTS AND INFORMATION

150 Currency of documents

- **Currency:** References to published documents are to the editions, including amendments and revisions, current on the date of the Invitation to Tender.

155 Sizes

- **General dimensions:** Products are specified by their co-ordinating sizes.
- **Timber:** Cross section dimensions shown on drawings are:
 - Target sizes as defined in BS EN 336 for structural softwood and hardwood sections.
 - Finished sizes for non-structural softwood or hardwood sawn and further processed sections.

160 Incomplete documentation

- **Products and executions:** Where and to the extent that products or executions are not fully documented, they are to be as follows.
- **Requirements:**
 - **Standard:** Of a kind and quality appropriate to the nature and character of that part of the Works where they will be used.
 - **Suitability:** Suitable for the purposes stated or reasonably to be inferred from the project documents.
- **Contract documents:** Omissions or errors in description and/ or quantity shall not vitiate the Contract nor release the Contractor from obligations or liabilities under the Contract.

210 Record drawings and information

- **Record drawings:**
 - **Drawings scope:** Refer to Building Manual requirements
 - **Drawings format:** Electronic and PDF
- **Record specification:**
 - **Specification format:** Electronic and PDF
 - **Submittal date:** At least two weeks before date for completion.

220 Technical information

- **Retain:** Available on site for reference by supervisory personnel.
- **Information:** Manufacturer's current information and relevant British Standards, relating to products to be used in the Works.

230 Compliance

- **Compliance:** Retain on site evidence that the proprietary product specified has been supplied.
- **Submit:** Evidence of compliance with performance specifications, including test reports indicating properties tested, pass or fail criteria, test methods and procedures, test results, identity of testing agency, test dates and times, identities of witnesses and analysis of results.

PRODUCTS AND EXECUTION

240 Workmanship skills

- **Operatives:** Appropriately skilled and experienced for the type and quality of work.
- **Registration:** With Construction Skills Certification Scheme.
- **Evidence:** Operatives must produce evidence of skills and qualifications when requested.

250 Quality of products

- **Generally:** New.
- **Supply:** Each product from the same source or manufacturer.
- **Quantity:** Whole quantity of each product required to complete the Works of a consistent kind, size, quality and overall appearance.
- **Tolerances:** Where critical, measure a sufficient quantity to determine compliance.
- **Deterioration:** Prevent, order in suitable quantities to a programme and use in appropriate sequence.
- **Recycling:** Proposals for recycled products may be considered.

260 Quality of execution

- **Generally:** Fix, apply, install or lay products securely, accurately, plumb, neatly and in alignment.
- **Colour batching:** Do not use different colour batches where they can be seen together.
- **Dimensions:** Check on-site.

- **Finished work:** Not defective damaged, disfigured, dirty, faulty, or out of tolerance.
- **Appearance:** Adjust joints open to view so they are even and regular.

270 Inspections

- **Standard:** Inspection, or other action, of products or executions must not be taken as approval unless confirmed in writing including the following:
Date of inspection.
Part of the work inspected.
Respects or characteristics which are approved.
Extent and purpose of the approval.
Associated conditions.

275 Tests and Samples

- **Timing:** Agree and record dates and times of tests and inspections to enable all affected parties to be represented.
- **Confirmation:** One working day prior to each such test or inspection. If sample or test is not ready, agree a new date and time.
- **Records:** Submit a copy of test certificates and retain copies on site.

280 Related work

- **Details:** Provide trades with necessary details of related types of work. Before starting each new type or section of work ensure previous related work is approximately complete, in accordance with the project documents, to a suitable standard and in a suitable condition to receive new work.
- **Preparatory work:** Ensure necessary preparatory work has been carried out.

290 Manufacturer's recommendations and instructions

- **General:** Comply with manufacturer's printed recommendations and instructions current on the date of the Invitation to Tender.
- **Submit:** Details of changes to recommendations or instructions.
- **Execution:** Use ancillary products and accessories supplied or recommended by main product manufacturer.
- **Products:** Comply with limitations, recommendations and requirements of relevant valid certificates.

300 Water for the Works

- **Mains supply:** Clean and uncontaminated.
- **Suitability:** Do not use until evidence is provided.
- **Testing:** Required to BS EN 1008. Contractor to bear cost of testing.

310 Air Permeability

- **Testing organization:** UKAS accredited and registered with the Air Tightness Testing and Measurement Association (ATTMA).
- **Method:** Pressure test in accordance with ATTMA Technical Standard L2. Measuring air permeability of building envelopes (non-dwellings).
- **Standard:** Design Air tightness value (maximum): as required under part L of the Building regulations.
- **Results:**
 - Content: Include test results and all supporting data.
 - Copies: Required for building control inspection and inclusion in Building Manual.
 - Electronic deposit: Through the ATTMA lodgement database.
 - Additional copies: Provide on request.

315 Resistance to Passage of Sound

- **Method:** Pre-completion testing.
- **Compliance:** Submit results of testing.
 - Copies: Incorporate in the Building Manual.

320 Prohibited Products

- **Prohibited Products:** The Contractor shall not employ on, or incorporate in to the Works the Prohibited Materials listed below:
 - Asbestos and Asbestos Containing Materials (ACM). Asbestos is often found in products such as cement fibre boards and roofing and sprayed as fireproofing or insulation. There are strict regulations controlling its removal and disposal (see Asbestos for more information).
 - Brick slips. There is a risk of poor adhesion and the lack of "soft joints" can transfer loads to slips and cause delamination.
 - Cadmium products.
 - Chlorides. Calcium chloride and sodium chloride.
 - Chlorofluorocarbons (CFC's), Hydro chlorofluorocarbons (HCFC's) and Hydrofluorocarbons (HFC's) are considered to be 'greenhouse' gasses.
 - Coal tar.
 - Lead and Lead Containing Materials (LCM) are hazardous materials which are neuro-toxic. Lead in paint is far more widespread than is realised. HSE guidance states "if preparing paintwork, lead surveys" are a requirement for pre-construction information. Residual leaded exhaust particle contamination can also be found in floor, ceiling and roof voids. Working with LCMs creates a 'significant' exposure risk, from inhalation and ingestion, as defined by lead regulations.
 - Hair plaster
 - High alumina cement. Used as an accelerator for quick setting of concrete.
 - Urea formaldehyde. Used in furniture and foam products or contained in adhesives.
 - Urea formaldehyde foam. Used in cavity wall insulation and some insulation boards, however this is not very common in the UK.
 - Polychlorinated Biphenyls (PCB's).
 - Polyisocyanurate or polyurethane foam.
 - Marine sea dredged aggregates (not in compliance with BS EN 1260). Such aggregates may contain salts, such as sodium chloride. If the salts are not washed out there is a risk of corrosion of concrete reinforcement.
 - Mercury, which can now be found in Compact Fluorescent Lamps (CFL's)
 - Machine Made Mineral Fibres (MMMF). If the fibres have a diameter of 3 microns or less or a length of 200 microns or less.
 - Pentachlorophenol. Most commonly found in paint and wood preservatives.
 - Silica dust. Stone, brick, tile and concrete contain silica. Silica dust (known as Respirable Crystalline Silica (RCS)) can be inhaled and can lead to silicosis, a lung disease that causes permanent disablement and early death. See HSE: Control of Substances Hazardous to Health (COSHH) for more information.
 - Vermiculite, unless fibre free. Vermiculite can be found in light-weight concrete, fire protection materials, paints and other coatings.
 - Volatile organic compounds, found in paints and protective coatings.
- **Confirmation:** Written confirmation that none of the Prohibited Materials have been incorporated within the project is required from the Contractor, prior to Practical Completion.
 - **Notification:** In the event of any such products being specified by or on behalf of the CA, the Contractor shall immediately draw the attention of the CA to this fact and require him to issue alternative instructions in regard to thereto.

SAMPLES AND APPROVALS

330 Samples

- **Products or executions:** Comply with specification requirements and in respect of the stated or implied characteristics:
To an express approval.
To match a sample expressly approved as a standard for the purpose.

331 Range Samples

- **Provision:** Range samples must be provided by the Contractor for all items specified in the Employer's Requirements that have a range of colour, graining, texture, fissures or other natural characteristics that may be anticipated in the works. This requirement will also apply to any alternative items that the contractor may wish to offer in lieu of those specified.
Failure to provide samples will be deemed to allow the Contract Administrator to reject any installed material not in accordance with an agreed sample. The CA may choose a limited range.

332 Contract Control Samples:

- **Provision:** All contract controls samples must be labelled by the contractor, numbered in sequential order, signed by the contractor and CA, photographed to a high resolution in colour digitally. The contractor must then compile and issue a schedule including the photographs to the CA. This schedule must include dates of issue of the sample and date of sign off.
The Schedule of Samples issued by the Design Team is to only assist the contractor in this task.
Samples will be deemed to be representative of the final item unless clearly stated in writing by the contractor.
Where colours have been defined, samples in the finished materials shall be submitted illustrating these colours, patterns, textures and finishes for review by the CA prior to procurement. The contractor shall allow within his programme a minimum of 5 working days from receipt of the sample by the Employer's Consultant Team for the CA to submit comments.
All samples must be kept until Practical Completion, and be readily available in an agreed location on site for inspection by the CA.

333 Tender Samples:

- **Provision:** Where the Employer's Requirements specifies that samples, including range samples, must be provided as part of the tender submission, these must be provided to the CA at the time of tender, and clearly recorded, numbered and photographed.
Where the contractor wishes to offer an alternative to any item specified in the specification, this must be done at the time of tender and samples (including any range samples) must be provided at the time of tender, in accordance with the previous sub-clause.
Alternatives offered post tender will not necessarily be considered.
The contractor must obtain written sign off of samples prior to procurement.

340 Approval of products

- **Programme:** Undertake or arrange submissions, samples, inspections and tests to suit the Works programme.
- **Approval:** Relates to a sample of the product and not to the product as used in the Works. Do not confirm orders or use the product until approval of the sample has been obtained.
- **Retain:** Complying sample in good, clean condition on site. Remove when no longer required.

350 Approval of execution

- **Programme:** Undertake or arrange submissions, samples, inspections and tests to suit the Works programme.

- **Approval:** Relates to the stated characteristics of the sample. (If approval of the finished work as a whole is required this is specified separately). Do not conceal, or proceed with affected work until compliance with requirements is confirmed.
- **Retain:** Complying sample in good, clean condition on site. Remove when no longer required.

351 Mock Ups

- **Provision:** If the specification calls for the need for any mock-ups, the contractor must ensure adequate time has been allowed for such mock ups, including comments and revisions within the tender and construction programme and demonstrate this on the programme through the use of separate task bars.
 - The mock up must use the actual materials and present the proposed final design solution.
 - The mock ups should be installed on site in an agreed location unless agreed otherwise.
 - The mock up should demonstrate all interfaces within the boundaries of the mock up, as stated in the specification. Adjacent materials and finishes should also be incorporated within the mock up to demonstrate the integrity and feasibility of the interface.

352 Quality Benchmarking

- **Provision:** Where required in the specification the contractor shall arrange for each trade sub-contractor to complete a section of the works for inspection and comment by the CA. This area/section will be used as a benchmark for the remainder of the works until practical completion. Work should not proceed until this area has been offered, recorded and accepted as a benchmark. The contractor must offer areas in reasonable time for inspection - 7 working days' notice, and allow in his programme for the possibility that work may be rejected and have to be re-presented including 7 working days further notice from the point of re presentation. The area inspected must be photographed digitally and then protected as it will be used to compare the future work and may be required to be tested. The CA may ask for the protection to be removed for inspection at any time.

ACCURACY AND SETTING OUT GENERALLY

370 Accuracy of instruments

- **Measurement:** Use instruments and methods described in BS 5606, Appendix A.
- **Accuracy:** Maintain

380 Setting out

- **General:** Submit details of methods and equipment to be used in setting out the Works.
- **Levels and dimensions:** Check and record the results on a copy of drawings. Notify discrepancies and obtain instructions before proceeding.
- **Completion of setting out:** Give notice before commencing construction.

390 Appearance and Fit

- **Tolerances and dimensions:** If likely to be critical to execution or difficult to achieve, as early as possible either:
 - Submit proposals; or
 - Arrange for inspection of appearance of relevant aspects of partially finished work.
- **General tolerances (maximum):** To BS 5606, tables 1 and 2.

400 Critical dimensions

- **Critical dimensions:** Set out and construct the Works in accordance with the critical dimensions and tolerances stated.
- **Details:** Refer to Architects and Engineers drawings and specifications.

405 Levels of Structural Floors

- **Maximum tolerances for designed levels to be:** Refer to Structural Engineer and Architects drawings and specifications.

410 Setting out records

- **Record drawings:** Include details of grid lines, setting-out stations, benchmarks and profiles. Retain on site throughout the Contract and hand over on completion.

420 Record Drawings

- **Site setting out drawing:** Record details of all grid lines, setting-out stations, benchmarks and profiles. Retain on site throughout the contract and hand over on completion.

SERVICES GENERALLY

430 Services regulations

- **Services:** New and existing services must comply with the Byelaws or Regulations of the relevant Statutory Authority.

440 Water regulations and byelaws notification

- **Requirements:** Notify Water Undertaker of work carried out to or which affects new or existing services. Submit required plans, diagrams and details.
- **Consent:** Allow adequate time to receive Undertaker's consent before starting work. Inform immediately if consent is withheld or is granted subject to significant conditions.

450 Water regulations and byelaws Contractor's certificate

- **Content:**
 - **Installation:** Describe the new installation and/ or the work carried out to an existing installation, including the address.
- **Statement:** Confirm that the installation complies with the relevant Water Regulations or Bylaws.
 - **Inspection:** Provide the Contractor's name and address, the name and signature of the individual responsible for checking compliance and the date on which the installation was checked.
- **Submit:** Certificate on completion of the work, include a copy to the Water Undertaker.

460 Electrical installation certificate

- **Certification:** The original certificate is to be lodged in the Building Manual at the completion of relevant electrical work.

470 Gas, oil and solid fuel appliance installation certificate

- **Content:**
 - **Installation:** Describe the new installation and/ or the work carried out to an existing installation including the address.
 - **Safety:** Include special recommendations or instructions for the safe use and operation of appliances and flues.
- **Statement:** Confirm that the installation complies with the appropriate safety, installation and use regulations.
 - **Inspection:** Provide the Contractor's name and address, the date on which the installation was checked and the name, qualifications and signature of the competent person responsible for checking compliance.
- **Submit:** Before the completion date stated in the contract.
- **Certificate location:** Building Manual

480 Mechanical and electrical services

- **Final tests and commissioning:** Carry out so that services are in full working order at completion of the Works.
- **Confirmation:** Provide a Building Regulations notice, signed by a suitably qualified person, to Building Control that systems have been commissioned in accordance with approved procedures.
- **Records:** A copy to be lodged in the Building Manual.

490 Engineering Commissioning

- **Engineering Commissioning:** Take note of the requirements for commissioning in the engineering installation specifications to ensure the ultimate advance of the installation to a state of full specified working order and calibration. Due allowance for the time required for commissioning and associated work throughout the contract period, and particularly for final acceptance testing must be made in the "Master" and engineering contractor's programmes. These activities will be carried out in buildings areas when building works and engineering installations are complete and work will be confined to that of engineering trades. Building areas are defined as whole departments or self-contained areas within a department.

500 Continuity of thermal insulation

- **Record and report:** Confirm that work to new, renovated or upgraded thermal elements has been carried out to conform to the Specification.
 - **Content:** Address of premises, the Contractor's name and address, the name, qualification and signature of a competent person responsible for checking compliance and the date on which the installation was checked.
- **Submit:** Before completion of the Works.
- **Copy:** Include in the Building Manual.

520 Energy performance certificate

- **Assessment:** Undertaken by a member of an approved accreditation scheme. Submit details of scheme name and evidence of qualifications when requested.
- **Building type:** Non-dwelling.
- **Method:** Contractor's choice.
- **Format:** Electronic transfer method.
- **Certificate:** Include in the Building Manual.
- **Report:** To be available in pdf format.
- **Submittal date:** At practical completion.

530 Drying Out Periods

- **Drying Out Periods:** The contractor shall develop their construction programme to allow for all drying out periods, and indicate this on the task bar, indicating the critical path.
- **RH/Moisture Content for flooring:** The contractor is to take any measures necessary to achieve the specified RH/moisture content for the substrate before laying flooring including at no additional cost to the contract any measures necessary to avoid delay to the works such as, but not limited to, protection, dehumidification and/or laying of moisture resisting barriers subject to compliance with the manufacturer's recommendations.
- **Notice Period:** The contractor shall give 5 working days notice of any tests to measure the RH/moisture content of any substrate to allow the CA time to attend any such test.
- **Measurement test points:** The contractor shall agree with the CA a number of locations within the project, where measurements of the RH/moisture content of the substrate(s) shall be taken. The results of any such tests to measure the RH/moisture content of substrates shall be forwarded to the CA, irrespective of the result, such that the CA may observe the progress of the drying out process.

- **Witnessing of tests:** When a substrate reaches the specified level of RH/moisture content, the contractor shall offer the CA the opportunity to witness the test. Alternatively (with the prior agreement of the CA to the principle and file format) the contractor may digitally record the test and the results achieved. This evidence shall be electronically forwarded to the CA. A copy shall be kept on a computer on site. A back-up copy of the file should also be made and safely retained.

QUALITY CONTROL

540 Proposals for rectification of non-compliant products and executions

- **Non-compliant items:**
 - **Opening up, inspection, testing, making good, adjustment of the Contract Sum, or removal and re-execution:** Submit proposals
 - **Submittal date:** So soon as possible after discovery of items which are or appear to be non-compliant.
- **Acceptability:** Such proposals may be unacceptable and contrary instructions may be issued.

550 Measures to establish acceptability

- **General:** Wherever inspection or testing shows that the work, materials or goods are not in accordance with the Contract and measures (e.g. testing, opening up, experimental making good) are taken to help in establishing whether or not the work is acceptable, such measures will be at the expense of the Contractor and will not be considered as grounds for revision of the completion date.

560 Quality control

- **Procedures:** Establish and maintain to ensure that the Works, including the work of subcontractors, comply with specified requirements.
- **Records:** Maintain full records, keep copies on site for inspection, and submit copies on request.
- **Content of records:**
 - **Identification:** Of each element, item, batch or lot including location in the Works.
- **Inspections, tests and approvals:** Purpose and dates.
 - **Description:** Nature and extent of nonconforming work found.
 - **Corrective action:** Details of work carried out.

600 Dayworks

- **Labour, plant and materials definitions:** Refer to Section 2.1 of the Employers Requirements

630 Dayworks vouchers

- **Notice:** Give reasonable notice to person countersigning Dayworks vouchers before starting work to be recorded.
- **Information requirements:**
 - **Details:** Include a full description of the work undertaken time spent on individual tasks.
 - **Reference:** To the instruction under which the work is authorized.
 - **Signature:** Sign by Contractor's person in charge as evidence that the operatives' names, the time spent by each, the plant and materials shown are correct.
 - **Submittal date:** No later than the end of week following that in which the work has been done.

00-70-70 Works Contract Administration

USE OF DOCUMENTS

100 Freedom of information

- **Records:** Retain, make available for inspection and supply on request information reasonably required to allow response to requests made under the provisions of the Freedom of Information Act.
- **Received requests:** Obtain instruction before proceeding.
Do not supply information to those who are not project participants without express written permission.
- **Confidentiality:** Maintain at all times.

110 Drawings

- **Definitions:** Building Applications Guide: Design framework for building services. 4th edition a design framework for building services. Design activities and drawing definitions.
- **CAD data:** In accordance with BS 1192.

120 Cross references

- **Accuracy:** Check remainder of the annotation or item description against the terminology used in the cited section or clause.
- **Related terminology:** Where a numerical cross-reference is not given the relevant sections and clauses of the Specification will apply.
- **Relevant clauses:** Clauses in the cited specification section dealing with general matters, ancillary products and execution also apply.
- **Discrepancy or ambiguity:** Before proceeding, obtain clarification or instructions.

130 Referenced documents - conflicts

- **Precedence:** Specification prevails over referenced documents.

140 Dimensions

- **Dimensions:** Do not scale.

DOCUMENT AND DATA INTERCHANGE

DOCUMENTS PROVIDED ON BEHALF OF EMPLOYER

230 Additional copies of drawings and documents

- **Additional copies:** No hard copies of drawings, specifications etc. will be issued to the Contractor. All documents will be issued electronically via the project extranet website. The contractor and his assignees will have unlimited access to these documents for downloading and viewing for the length of their contract.

240 The Specification

- **Coordination:** All sections must be read in conjunction with Main Contract Preliminaries/ General conditions.

DOCUMENTS PROVIDED BY CONTRACTOR, SUBCONTRACTORS AND SUPPLIERS

250 Generally

- **Notices of approval etc.:** The contractor shall pass to the Employer and CA all copies of all notices of approval etc., together with the approved documents they receive. The contractor shall retain copies of these documents for his own reference. The contractor shall ensure that notices are obtained in a timely manner to prevent delays.
- **Variance to the Works due to notice of approval etc.:** Should compliance with the Building Regulations, the requirements of the Fire Officer or other body having jurisdiction with regards to the

Works necessitate amendment to the design or layout of the Works, the Employer's approval is to be obtained thereto before it is effective. No adjustment will be made to the Contract Sum for such compliance provided that the regulation requiring such compliance was in force or promulgated prior to the commencement of works on site.

- **Delays to the Works from obtaining approval for the works:** Any post tender delay arising from obtaining approval for works will not give rise to adjustment of the tender or Contract Sum.
- **Assistance to Employer:** The contractor shall assist the Client in any applications that he may have to make directly (e.g. licensing application).

265 Design and Production Information

- **General:** Complete the design and detailing of parts of the Works as specified.

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280 Contract Sum Analysis

- **Content:** A breakdown of the Contract Sum into the following categories.
- **Categories:** Refer to Section 3 of the Employers Requirements.
- **Form:** As Section 3 of the Employers Requirements.
- **Fully priced copy - submittal date:** With the tender.
- **Compliance:** It is the Contractor's specific responsibility to ensure that the Contract Sum Analysis covers the entire scope of the Works and that all items are included within it including, for the avoidance of doubt, all building services installations, consents and approval and all fees required.

350 Programme

- **Programme of work:** Prepare a summary showing the sequence and timing of the principal parts of the Works and periods for planning and design. Itemize any work which is excluded.
- **Submittal date:** With the tender.

380 Method statements

- **Method statements:** Prepare describing how and when the following procedures are to be carried out.
- **Procedures:** Site set up
Access to and from the site
Pedestrian and traffic management
Working procedures
Proposed Method of Management/Control
Design Co-ordination/Management, including M&E design
Contractors Design Team selection
Key Construction Activities
Delivery of materials
Testing and Commissioning
- **Submittal date:** With the tender.

390 Construction Traffic Management Plan

- **Method statements:** Prepare, describing how all construction traffic shall be managed and controlled for the duration of the Works.
- **Submittal date:** With the tender.

410 Alternative time proposals

- **General:** In addition to and at the same time as undertaking to complete the contract work by the date for completion or period specified in the Contract, an alternative proposal based upon a different date or period may be submitted.
- **Date for Completion:** If any such proposal is accepted, the date for completion or period inserted in the Contract will be the date stated in or determined from the alternative proposal.

420 Design documents

- **Scope:** Include the following in the Contractor's Proposals.
- **Design drawings:** All at a suitable scale:
 - Location and Access Plan
 - Site Set Up Plan
 - Landscaping Plan
 - Ground Floor Plan
 - Roof Plan
 - Plant Room Layout
 - Elevations
 - Sections
 - Curtain Walling and External doors/windows Elevations
 - Building Fabric Details
 - Structural drawings
 - Mechanical and Electrical Services drawings
 - External works layout
 - Cycle and Buggy stores
 - Waste Compound
 - Surface Water drainage Layout
 - Foul Water Drainage Layout
- **Technical information:** Include specification for materials and workmanship including structural, external envelope, main plant and services.
Names of principal proposed sub-contractors and design consultants are also to be advised.
- **Submittal date:** With the tender.

440 Quality control resource statement

- **Resources:** Describe the proposed organization and resources to control the quality of the Works, including the work of subcontractors.
- **QA staff:** Identify in the statement the number and type of staff responsible for quality control, with details of their qualifications and duties.
- **Submittal date:** With the tender.

450 Health and safety information

- **Content:** Describe the proposed organization and resources to safeguard the health and safety of operatives, including those of subcontractors, and of any person whom the Works may affect.
- **Include:**
 - **Policy document:** A copy of the Contractor's health and safety policy documents, including risk assessment procedures.
 - **Records:** Accident and sickness records for the past five years and of any previous Health and Safety Executive enforcement action.
 - **Training:** Records of training and training policy.
 - **Personnel:** The proposed number and type of staff responsible for health and safety on this project with details of their qualifications and duties.

- **Submittal date:** With the tender.

470 Outline construction phase health and safety plan

- **Content:**
 - **Risk assessment:** Method statements on how risk from hazards identified in the pre-construction information and other hazards identified by the Contractor will be addressed. Procedures for carrying out risk assessment and for managing and controlling the risk.
 - **Management system:** Details of the proposed management structure, responsibilities and arrangements for issuing health and safety directions. Include procedures for informing other contractors and employees of health and safety hazards.
 - **Selection:** Proposed procedure for ensuring competency of other contractors, the self-employed and designers.
 - **Communication:** Procedures for communications between the project team, other contractors and site operatives. Include arrangements for cooperation and coordination between contractors.
 - **Emergency:** Procedures including those for fire prevention and escape.
 - **Records:** Arrangements for ensuring that accidents, illness and dangerous occurrences are recorded.
 - **Personnel:** Procedures for ensuring that persons on site have received relevant health and safety information and training. Include arrangements for consulting with and taking the views of people on site, for preparing site rules and drawing them to the attention of those affected and ensuring compliance.
 - **Monitoring:** Monitoring procedures to ensure compliance with site rules, selection and management procedures, health and safety standards and statutory requirements. Review procedures to obtain feedback.
- **Submittal date:** Within one week of request.

480 Health and safety file information

- **Information:** Provide as required by Principal Designer.
- **Details:** As outlined in the Pre-Construction Information, included as part of the tender documents.

490 Site Waste Management Plan

- **Development:** The person responsible for developing the plan will be the Contractor.
- **Content:** Identity of proposed Principal Contractor for the purposes of the Regulations.
Location of the site.
Description of the project.
Estimated project cost.
Types and quantities of waste that will be generated.
Resource management options for these wastes including proposals for minimization, reuse and/or recycling. Including a statement on how the contractor proposed to control, identify, segregate and manage waste on site.
Identify all contractors and sub-contractors engaged in control, removal and disposal of all site waste.
The use of appropriate and licensed waste management contractors, together with details of registration.
Record keeping procedures.
Waste auditing protocols.
- **Format:** Electronic.
- **Submittal date:** With the tender.

500 Environmental policy - compliance

- **Employer's Environmental Policy:**
 - **Location:**
 - **Evidence of compliance:**
- **Project Environmental Management System:**
 - **General:** Develop a system compatible with the Employer's policy.
 - **Format:**
 - **Specific Requirements:**
- **Supporting information:**
 - **Type:**
 - **Format:**
- **Submittal date:** Submit with Tender

SUBLETTING AND SUPPLY

600 Domestic subcontracts - list

- **Content:** Details of proposed subcontractors and the work for which they will be responsible.
- **Submittal date:** With the tender.

INFORMATION

750 Changes and amendments to Employer's Requirements

- **Contractor's changes:** Support request for substitution or variation of Employer's requirements with relevant information.
- **Format:** Sufficient to enable substitution or variation to be assessed by the Employers Agent/Design Team
- **Submittal date:** With tender.
- **Employer's amendments:** If considered to involve a variation to the Employer's requirements, which has not already been acknowledged as a variation, notify without delay (maximum period 7 days), and do not proceed until instructed. Claims for extra cost, if made after the variation has been carried out, may not be allowed.

780 Contractor's design information

- **Master programme:** Make reasonable allowance for completing design and production information, submission (including for CDM purposes), comment, inspection, amendment, resubmission and re-inspection.
- **Information required:** All working drawings, details, information and the like as necessary to complete the works. As built drawings and information, maintenance instruction and guarantees at practical completion.
- **Format:** 4 paper copies and electronic copy
- **Submittal date:** As agreed information release schedule/minimum two weeks prior to commencement of construction of the works.
- **Process for Approval:** The contractor shall issue all contractor's design information to the Employer and the Employer's Agent promptly, timelessly and free of charge. The number of copies to be provided as follows:

Employer: 1 Nr copy

Employers Agent: 2 Nr copies

Principal Designer: 1 Nr copy

The contractor shall demonstrate how the risks to those carrying out the Works and those maintaining, cleaning and demolishing the building have been reduced.

As indicated above the contractor should particularly note the requirement for working drawings to be provided at least two weeks prior to commencement of construction of the works.

Where this procedure is not followed and work is undertaken prior to the Employer's Agent having opportunity to comment on such information, such work may be rejected and payment for such work refused until this procedure has been complied with.

For commenting purposes, the contractor shall, as a minimum, provide the drawings as listed under 70-420 above.

Any details, drawings and the like issued by the contractor post contract are to comply fully with the Employer's Requirements. All revisions are to be clearly detailed and written confirmation is to be provided by the contractor stating all revisions incorporated are in full accordance with the Employer's Requirements.

The Employer's Agent shall note his comments on one copy of the information, sign to show that it has been considered then return to the contractor.

The contractor shall ensure that any necessary amendments are made without delay. Unless and until the Employer's Agent confirms that re-submission is not required, the contractor shall re-submit copies of amended drawings etc. to the Employer's Agent and ensure incorporation of necessary amendments. Where any proposal is at divergence with the Contractor's Proposals or Employer's Requirements, such proposals are to be notified separately for consideration by the Employer as a request for substitution. Such variation shall not be incorporated into the works without the prior written consent of the Employer's Agent.

Should any amendment to design required by the Employer's Agent be considered by the contractor involve a Change in Employer's Requirements which has not already been acknowledged as a change by the Employer's Agent, the contractor shall notify the Employer's Agent without delay, and in any case within 7 days, and not proceed with ordering, fabrication, erection or installation until subsequently instructed.

If the Employer's Agent agrees that the requested amendment constitutes a Change in Employer's Requirements the procedure set out in the conditions of contract will thereafter be followed.

790 Production information

- **Provide:** The contractor shall be responsible for providing all product information necessary to complete the Works.
- **Submittal date:** As agreed information release schedule/minimum two weeks prior to commencement of construction of the works.
- **Process for Approval:** As Contractor's design information (70-780) above.

800 Insurance

- **Documentary evidence:** Before starting work on site submit details and/ or policies and receipts for the insurances required by the Conditions of Contract.

820 Insurance claims

- **Notice:** If an event occurs which may give rise to a claim or proceeding in respect of loss or damage to the Works or injury or damage to persons or property arising out of the Works, immediately give notice to the Employer, the person administering the contract on behalf of the Employer and the Insurers.
- **Failure to notify:** Indemnify the Employer against loss, which may be caused by failure to give such notice.

830 Climatic conditions - records

- **Climatic conditions:** Record accurately and retain.
- **Information:**
 - **Air temperatures:** Daily maximum and minimum, including overnight.

- **Delay records:** Due to adverse weather, include description of the weather, types of work affected and number of hours lost.

840 Ownership of products

- **Ownership:** At the time of each valuation, supply details of those products not incorporated into the Works which are subject to reservation of title inconsistent with passing of property as required by the Conditions of Contract, together with their respective values.
- **Evidence:** When requested, provide evidence of freedom of reservation of title.

850 Listed products stored off site

- **Evidence of title:** Submit reasonable proof that the property in 'listed items' is vested in the Contractor
- **Supplier:** For products purchased from a supplier include a copy of the contract of sale and a written statement from the supplier that conditions of the sale relating to the passing of property have been fulfilled and the products are not subject to encumbrance or charge.
- **Subcontractor:** For products purchased from a supplier by a subcontractor or manufactured or assembled by a subcontractor, copies of the subcontract with the Subcontractor and a written statement from the Subcontractor confirming that conditions relating to the passing property have been fulfilled and the products are not subject to encumbrance or charge.

860 Labour and equipment returns

- **Records:** Provide for verification at the beginning of each week in respect of each of the previous seven days.
- **Include:**
 - **Labour:** The number and description of craftsmen, labourers and other persons directly or indirectly employed on or in connection with the Works or services, including those employed by subcontractors.
 - **Equipment:** The number, type and capacity of mechanical, electrical and power operated equipment employed in connection with the Works or service.

870 Overtime working schedule

- **Requirement:** Prior to overtime being worked, submit notice of times, types and locations of work to be done.
- **Notice period (minimum):** One week prior to overtime being worked.
- **Concealed work:** If executed during overtime for which notice has not been submitted, it may be required to be opened up for inspection and reinstatement at the Contractor's expense.

880 Defects in existing work report

- **Undocumented defects:** When discovered, immediately give notice. Do not proceed with affected related work until response has been received.
- **Documented remedial work:** Do not execute work which may hinder access to defective products or executions, or be rendered abortive by the remedial work.

890 Tests and inspection schedule

- **Timing:** Agree and record dates and times of tests and inspections to enable affected parties to be represented.
- **Confirmation:** Provide one working day prior to each test or inspection. If sample or test is not ready, agree a new date and time.
- **Records:** Submit a copy of test certificates and retain copies on site.

900 Commissioning programme

- **Submittal date:** Four weeks (minimum) before commissioning commences.
- **Format:** Electronic
- **Commissioning manager:** Submit proposals.

910 Performance testing programme

- **Submittal date:** Four weeks (minimum) before performance testing commences.
- **Format:** Electronic
- **Commissioning manager:** Submit proposals.

920 Maintenance instructions and guarantees

- **Components and equipment:** Obtain or retain copies, register with manufacturer and hand over on or before completion of the Works.
- **Information location:** In Building Manual.
- **Emergency call out services:**
 - **Telephone numbers:** Provide for use after completion.
 - **Extent of cover:** Twenty four hours seven days a week.

00-80-70 Works Contract Completion

NOTIFICATION

100 Notice of completion

- **Requirement:** Give notice of the anticipated dates of completion of the whole or parts of the Works.
- **Associated work:** Ensure necessary access, services and facilities are complete.
- **Period of notice (minimum):** Give CA at least two weeks notice of the anticipated dates of Practical Completion of the whole or parts of the Works. A detailed completion programme for the last two weeks is to be submitted as part of the notice of completion.

140 Partial possession by Employer

- **General:** If clauses 2.30 to 2.33 of the Condition of Contract are applied ensure necessary access, services and other associated facilities are also complete.

COMPLETION WORK

170 Work before completion

- **General:** Make good damage consequent upon the Works. Remove temporary markings, coverings and protective wrappings unless otherwise instructed.
- **Cleaning:** Clean the Works thoroughly inside and out, including accessible ducts and voids. Remove splashes, deposits, efflorescence, rubbish and surplus materials.
- **Cleaning materials and methods:** As recommended by manufacturers of products being cleaned, and must not damage or disfigure other materials or construction.
- **COSHH dated data sheets:** Obtain for materials used for cleaning and ensure they are used only as recommended by their manufacturers.
- **Minor faults:** Touch up in newly painted work, carefully matching colour and brushing out edges. Repaint badly marked areas back to suitable breaks or junctions.
- **Moving parts of new work:** Adjust, ease and lubricate as necessary to ensure easy and efficient operation, including doors, windows, drawers, ironmongery, appliances, valves and controls.

180 Security at completion

- **General:** Leave the Works secure with, where appropriate, accesses closed and locked.
- **Keys:** Account for and adequately label keys. Hand over to the duly authorized person with an itemized schedule. Retain a duplicate schedule signed by that person as a receipt.

181 Final Cleaning for Handover

- **General:** After rectifying the defects prior to handover, thoroughly clean all surfaces inside and out including glazing and car parks and landscaped/ grassed areas, all to the entire satisfaction of the Employer's Agent. The Client expects to undertake no further cleaning prior to opening.

182 Definition of Practical Completion

- **Definition:** The definition of Practical Completion for this project will mean that the works are fully complete and successfully commissioned.

183 Conditions of Practical Completion

- **General:** The following information is required as a minimum condition of achieving Practical Completion, above and beyond the standard JCT conditions of contract:
 - Building Control Completion Certificate (without conditions).
 - Completed Health and Safety File.
 - Completed O & M Manuals.
 - Completed User Building Guide as a standalone document catering for technical and non-technical building users.

- Letter confirming release of all Planning Conditions.
- Provision of all BREEAM assessment information.
- EPC Certificate.
- Plant and equipment asset list for maintenance purposes.
- Completion of staff training programme.
- Confirmation that prohibited/deleterious materials have not been used in the construction of the works.
- Completion of all Contract Documents and Collateral Warranties.
- CCTV survey of As Built underground foul and surface water drainage installations.
- Air tightness test certificate.

Should the above documentation not be forthcoming two weeks prior to Practical Completion (with the exception of the Building Control Completion Certificate, which shall be provided at the date of Practical Completion), the Employer reserves the right to commission the outstanding documentation via a third party(ies) and deduct the amounts incurred from the Contractor.

184 Completion in Sections or in Parts

- **General:** Where the Employer is to take possession of any Section or part of the Works and such Section or part will, after its practical completion, depend for its adequate functioning on work located elsewhere on the site: Complete such other work in time to permit such possession to take place.
- **Remainder of the Works:** During execution, ensure that completed Sections or parts of the Works have continuous and adequate provision of services, fire precautions, means of escape and safe access.

190 Rectification and defects

- **Notice:** Give reasonable notice for access to the various parts of the Works.
- **Access arrangements:** Arrangements to be made through the Contract Administrator.
- **Completion:** Give notice when remedial works have been completed.
- **Timescales for the rectification :** Notwithstanding the relevant Clauses of the conditions of contract, timescales for the rectification of defects which arise during the Defects Liability Period are as follows, from receipt of notification:

Immediately - for burst pipes and blocked drains and any defect considered by the Employer to be placing either life or the building at risk.

24 hours - for defects to ventilation and heating systems, electrical, security and fire alarm systems.

5 working days - for any other defect requiring attention.

Defect notices will carry details of the urgency of the action required.

In respect of urgent defects (as listed in 1 and 2 above), the Employer will make every reasonable effort to notify the Contractor, but in the event of such contact not being practicable within half a working day, or as otherwise deemed reasonable by the Employer, the Employer reserves the right to pass the repairs to others to enable rectification in the same working day as the occurrence of the defect. Such arrangements shall not affect any liability to pay for making good, which shall include the full cost (net cost plus 20% to cover administration costs) associated with calling out others and which shall be deducted from any retention monies outstanding to the Contractor.

Should the remedial works not be carried out within the stipulated period without adequate prior explanation and agreement, such works without further notice may be passed to others for rectification and the cost for the Works, plus 20% for administration costs incurred by the CA, be deducted from any monies outstanding to the Contractor.

At Practical Completion the Contractor should provide names and telephone numbers of suitable contacts to whom problems should be addressed in cases of emergency during the Defects Liability Period.

200 Highway and sewer adoption

- **Adoption:** Work to be adopted under the Highways Act, Section 38 or the Water Industry Act, Section 104.
- **Details:** Roads, Footpaths outside the curtilage of the dwelling, seeded verges, Street lighting, foul and surface water sewers as detailed in the Architects/Civil Engineers Specification.
- **Completion:** To the satisfaction of the Relevant Authority before the certificate stating the Works are complete is issued.
- **Defects liability and rectification period:** 12 months.
- **Maintenance:** Undertake during the Defects Liability or Rectification Period to the satisfaction of the relevant Authority, including:
Making good of damage due to reasonable wear and tear occurring during the Period.
Clean at the end of the Period.

INFORMATION

240 The Building Manual

- **Purpose:** The Building Manual is to be a comprehensive information source and guide for owners and users of the completed Works. It must provide an overview of the main design principles and describe key components and systems within the finished Works to enable proper understanding, efficient and safe operation and maintenance.
- **Scope:**
 - **Part 1:** General.
 - **Part 2:** Fabric.
 - **Part 3:** Services.
 - **Part 4:** The Health and Safety File
 - **Part 5:** Building User Guide.
- **Responsibility for production:** Principle Contractor
- **Date required:** Before the date for completion of the Works.
- **Compilation:** Prepare all information for Contractor designed or performance specified work including as-built drawings. Obtain or prepare all other information to be included in the Manual.
- **Reviewing the Manual:** Prepare and circulate a complete draft. Amend in the light of any comments and recirculate. Do not proceed with production of the final copies until authorized.
- **Final copies of the Manual:**
 - **Number of copies:** Two
 - **Format:** One hard copy and one electronic copy. Electronic copy to be in 'pdf' format on CD-ROM file structure to be agreed with the Principal Designer.
 - **Latest date for submission:** Four weeks before the date for completion stated in the contract.
- **As-built/ record drawings and schedules:**
 - **Number of copies:** Two
 - **Format:** One hard copy and one electronic copy. Hard copy of general arrangement drawing in A3 format. Electronic copy to be in 'pdf' format on CD-ROM.

250 Health and safety information

- **Purpose:** To provide information about the structure or materials used, which might affect the health or safety of anyone if construction works, (including cleaning, maintenance, alterations, refurbishment and demolition) is carried out.

- **Content:** Obtain or prepare the following and submit to the Principal Designer:
 - Details of key structural principles, including safe working floor and roof loads.
 - Details of construction methods and materials, including COSHH dated data sheets, which may present residual hazards.
 - General maintenance instructions including access provision and information about equipment provided for cleaning and maintaining the building fabric.
 - As-built drawings.
 - The nature, location and markings of utilities and services, including emergency and firefighting.
 - Instructions for operation, maintenance, dismantling and removal of equipment and systems.
 - Details of hazards associated with the materials used in the construction. Access requirements/restrictions.
- **Format:** One hard copy and one electronic copy.
- **Deliver to:** The Principal Designer
- **Latest date for submission:** A draft will be required four weeks before the date for completion stated in the contract. The final version shall be issued two weeks before the date of completion stated in the contract.

260 Content of the Building Manual part 1: General

- **Content:** Obtain and provide the following, including all relevant details not included in other parts of the Manual:
- **Index:** List the constituent parts of the Manual, together with their location in the document.
- **The Works:** Description of the buildings and facilities.
Ownership and tenancy, where relevant.
Health and Safety information – other than that specifically required by the Construction (design and management) regulations
- **The Contract:** Names and addresses and contact details of all significant consultants, contractors, subcontractors, suppliers and manufacturers.
Overall design criteria.
Environmental performance requirements.
Relevant authorities, consents and approvals.
Third party certification, such as those made by 'competent' persons in accordance with the Building Regulations.
- **Operational requirements and constraints of a general nature:** Maintenance contracts and contractors.
Fire safety strategy for the buildings and the site. Include drawings showing emergency escape and fire appliance routes, fire resisting doors, location of emergency alarm and firefighting systems, services, shut off valves switches, etc.
Emergency procedures and contact details in case of emergency.
Other specific requirements.
- **Other key documents:** None
- **Timescale for completion:** A draft will be required four weeks before the date for completion stated in the contract. The final version shall be issued two weeks before the date of completion stated in the contract.

270 Content of the Building Manual Part 2: Building fabric

- **Content:** Obtain and Provide the following, including all relevant details not included in other parts of the Manual:
 - **Detailed design criteria:** Including:
 - Floor and roof loadings
 - Durability of individual components and elements
 - Loading restrictions

- Insulation values
- Fire ratings
- Other relevant performance requirements
- **Construction of the building:** A detailed description of methods and materials used.
As-built drawings recording the construction, together with an index.
Information and guidance concerning repair, renovation or demolition/ deconstruction.
- **Periodic building maintenance guide chart:** Provide for all significant items of work
- **Inspection reports:** To be agreed.
- **Manufacturer's instructions index:** Include relevant COSHH data sheets and recommendations for cleaning, repair and maintenance of components.
- **Fixtures, fittings and components schedule and index:** To be agreed.
- **Guarantees, warranties and maintenance agreements – obtain from manufacturers, suppliers and subcontractors:** Obtain from manufacturers, suppliers and subcontractors.
- **Test certificates and reports required in the specification:** Obtain, including:
 - Air permeability.
 - Resistance to passage of sound.
 - Continuity of insulation.
 - Electricity and Gas safety.
- **Other specific requirements:** As detailed in the Architects Specification and/or Pre-Construction Information Plan
- **Timescale for completion:** A draft will be required four weeks before the date for completion stated in the contract. The final version shall be issued two weeks before the date of completion stated in the contract.

280 Content of the Building Manual Part 3: Building services

- **Content:** Obtain and Provide the following, including all relevant details not included in other parts of the Manual:
 - **Detailed design criteria and description of the systems, including:** Including:
 - Services capacity, loadings and restrictions.
 - Services instructions.
 - Services log sheets.
 - Manufacturers' instruction manuals and leaflets index.
 - Fixtures, fittings and component schedule index.
 - **Detailed description of methods and materials used:** For all items.
 - **As-built/ record drawings:** For each system recording the construction, together with an index, including:
 - Diagrammatic drawings indicating principal items of plant, equipment and fittings.
 - Record drawings showing overall installation.
 - Schedules of plant, equipment, valves, etc. describing location, design performance and unique identification cross referenced to the record drawings.
 - Identification of services – a legend for colour coded services.
 - **Product details:** Including for each item of plant and equipment:
 - Name, address and contact details of the manufacturer.
 - Catalogue number or reference.
 - Manufacturer's technical literature, including detailed operating and maintenance instructions.
 - Information and guidance concerning dismantling, repair, renovation or decommissioning.
 - **Operation:** A description of the operation of each system, including:
 - Starting up, operation and shutting down.
 - Control sequences.
 - Procedures for seasonal changeover.

Procedures for diagnostics, troubleshooting and fault finding.

- **Guarantees, warranties and maintenance agreements – obtain from manufacturers, suppliers and subcontractors:** Obtain from manufacturers, suppliers and subcontractors.
- **Commissioning records and test certificates list for each item of plant, equipment, valves, etc. used in the installations – including:** List for each item of plant, equipment, valves, etc. used in the installations, including:
 - Electrical circuit tests.
 - Corrosion tests.
 - Type tests.
 - Work tests.
 - Start and commissioning tests.
- **Equipment settings:** Schedules of fixed and variable equipment settings established during commissioning.
- **Preventative maintenance:** Recommendations for frequency and procedures to be adopted to ensure efficient operation of the systems.
- **Lubrication:** Schedules of all lubricated items.
- **Consumables:** A list of all consumable items and their source.
- **Spares:** A list of recommended spares to be kept in stock, being those items subject to wear and tear or deterioration and which may involve an extended delivery time when replacements are required.
- **Emergency procedures:** For all systems, significant items of plant and equipment.
- **Annual maintenance summary chart:** For all systems.
- **Other specific requirements:** As detailed in the Services Engineer Specification and/or Pre-Construction Information Plan
- **Timescale for completion:** A draft will be required four weeks before the date for completion stated in the contract. The final version shall be issued two weeks before the date of completion stated in the contract.

290 Content of the Building Manual Part 4: the Health and Safety File

- **Content:** Obtain and provide the following, including all relevant details not included in other parts of the Manual, including:
 - Residual hazards and how they have been dealt with.
 - Hazardous materials used.
 - Information regarding the removal or dismantling of installed plant and equipment.
 - Health and safety information about equipment provided for cleaning or maintaining the structure.
 - The nature, location and markings of significant services.
 - Information and as-built drawings of the structure, its plant and equipment.
- **Timescale for completion:** A draft will be required four weeks before the date for completion stated in the contract. The final version shall be issued two weeks before the date of completion stated in the contract.
- **Submit to:** Principal Designer and CA

300 Content of the Building Manual Part 5: the Building User Guide

- **Content:** Obtain and provide the following:
 - Building services information.
 - Emergency information.
 - Energy and environmental strategy.
 - Water use.
 - Transport facilities.
 - Materials and waste policy.
 - Re-fit/ re-arrangement considerations.

Reporting provision.

Training.

Links and references.

- **Timescale for completion:** A draft will be required four weeks before the date for completion stated in the contract. The final version shall be issued two weeks before the date of completion stated in the contract.

320 Presentation of Building Manual

- **Format:** A4 size, plastics covered, loose leaf, four ring binders with hard covers, each indexed, divided and appropriately cover titled
- **Selected drawings:** Where these are needed to illustrate or locate items mentioned in the Manual: if larger than A4, to be folded and accommodated in the binders so that they may be unfolded without being detached from the rings.
- **As-built/ record drawings:** The main sets may form annexes to the Manual.

340 Information for commissioning of services

- **General:** Submit relevant drawings and preliminary performance data to enable the building user's staff to familiarise themselves with the installation.
- **Submittal date:** At commencement of commissioning.

350 Training

- **Objective:** Before completion, explain and demonstrate to designated maintenance staff the purpose, function and operation of the installations including items and procedures listed in the Building Manual.
- **Level of training:** Training to be provided to Thame Cricket Club representative; assume limited knowledge of systems installed
- **Time Allowance (minimum):** Two days prior to handover.

400 Schedule for spare parts

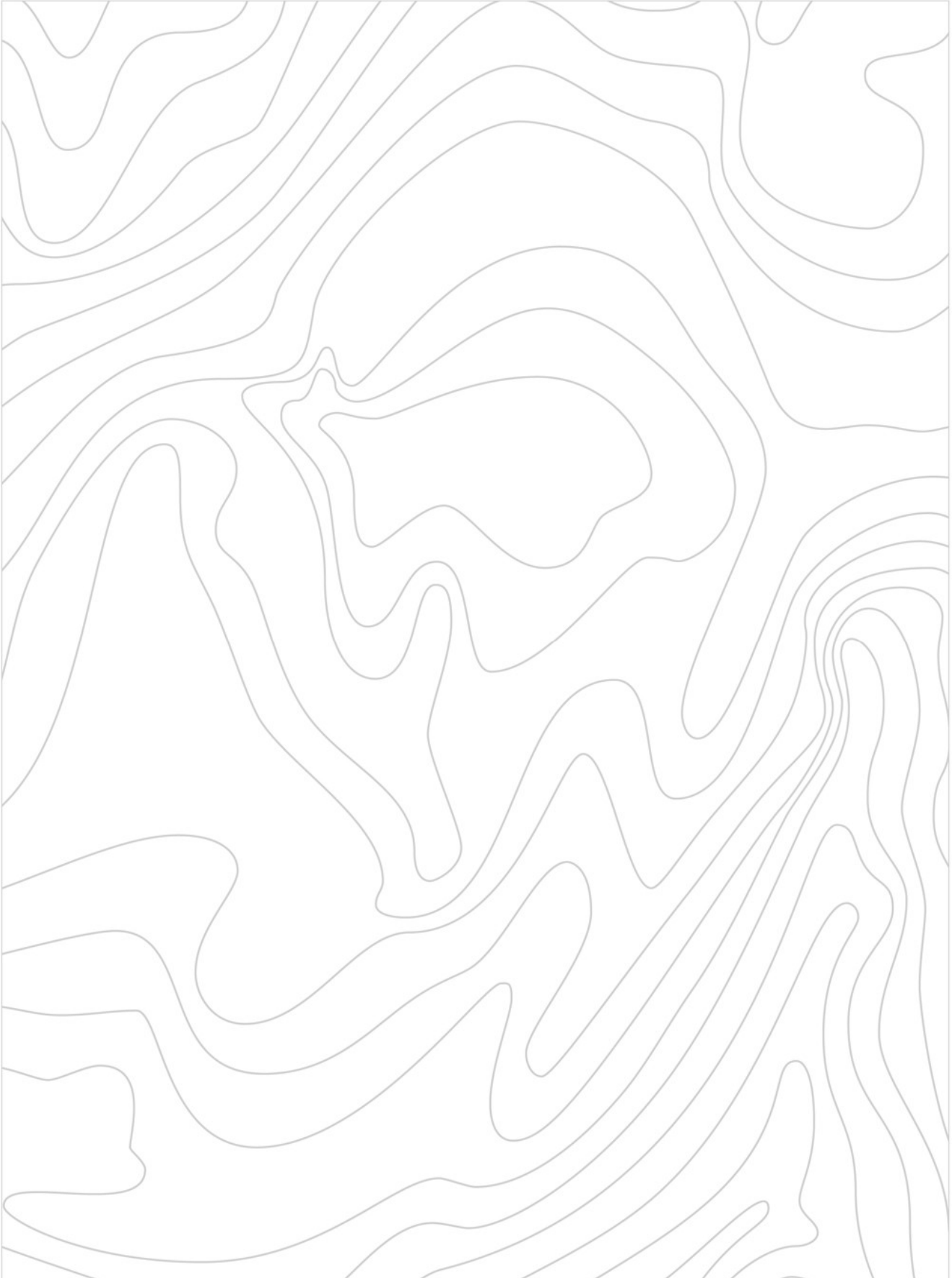
- **General:** Before Completion, submit a priced schedule of spare parts that the Contractor recommends should be obtained and kept in stock for maintenance of the services installations. Refer to the spares requirement identified in other sections of the Employers Requirements. To be handed to the CA prior to completion
- **Content:** Include in the priced schedule for:
Manufacturers' current prices, including packaging and delivery to site.
Checking receipts, marking and numbering in accordance with the schedule of spare parts.
Referencing to the plant and equipment list in Part 3 of the Building Manual.
Painting, greasing, etc. and packing to prevent deterioration during storage.
- **Latest date for submission:** Two weeks before completion.

410 Tools and consumables

- **General:** Provide tools and portable indicating instruments for the operation and maintenance of all services plant and equipment (except any installed under Named Subcontracts) together with suitable means of identifying, storing and securing.
- **Quantity:** Two complete sets.
- **Consumables:** Supply a complete list of all consumables necessary for the operation.
- **Submittal date:** At completion.

1. PRELIMINARIES/GENERAL CONDITIONS

1.2 - Pricing Schedules



New Pavilion - Thame Cricket Club

1. PRELIMINARIES/GENERAL CONDITIONS**1.2 Pricing Schedules**

Ref.	Description	F £	TR £
1	Main Contractor's Cost Items		
	<ul style="list-style-type: none"> Notwithstanding the conditions set out in the 'National Building Specification' guidelines and the 'Standard Method of Measurement' 7th Edition. The Contractor's general cost items are to be priced in accordance with the 'RICS New Rules of Measurement' volume 2, 1st edition, (RICS:NRM-2 v1) Costs relating to preliminaries items that are not specifically identified in the contractor's full and detailed breakdown shall be deemed to have no cost implications or have been included elsewhere within the contractor's rates and prices. 		
1.1	Employer's requirements		
1.1.1	Site accommodation		
	1 Site accommodation		
	2 Temporary works in connection with site establishment	--	--
	3 Furniture and equipment	--	--
	4 IT systems	--	--
	5 Consumables & services	--	--
	6 Brought-in services	--	--
	7 Sundries	--	--
1.1.2	Site records		
	1 Operation and maintenance manuals.	--	--
	2 Compilation of health and safety file.	--	--
1.2	Main Contractor's Cost Items		
1.2.1	Management & Staff		
1.2.1.1	Project Specific Management & Staff:		
	1 Project manager/director	--	--
	2 Construction manager/Supervisors	--	--
	3 Health & Safety manager/officer	--	--
	4 Commissioning manager (building engineering services)	--	--
	5 Planning/programming manager and staff.	--	--
	6 Senior/managing quantity surveyor.	--	--
	7 Project/package quantity surveyors.	--	--
	8 Administrative staff	--	--
	9 Other management and staff.	--	--
To Collection £		--	--

New Pavilion - Thame Cricket Club

1. PRELIMINARIES/GENERAL CONDITIONS**1.2 Pricing Schedules**

Ref.	Description	F £	TR £
1.2	Main Contractor's Cost Items		
1.2.1	Management & Staff		
1.2.1.2	Visiting Management & Staff		
	1 Managing/regional directors & the like	--	--
	2 Quality manager	--	--
	3 Contracts/commercial manager	--	--
	4 Health & Safety Manager/Officer	--	--
	5 Other visiting management & staff	--	--
1.2.1.3	Extraordinary Support Costs		
	1 Other extraordinary support costs	--	--
	2 Day transport	--	--
	3 Personnel transport	--	--
	4 Temporary living accommodation	--	--
	5 Subsistence payments	--	--
	6 Out of Hours working	--	--
1.2.2	Site establishment		
1.2.2.1	Site facilities		
	1 Site accommodation	--	--
	2 Temporary works in connection with site establishment	--	--
	3 Furniture and equipment	--	--
	4 IT systems	--	--
	5 Consumables & services	--	--
	6 Brought-in services	--	--
	7 Sundries	--	--
1.2.3	Temporary services		
1.2.3.1	Site facilities		
	1 Temporary water supply	--	--
	2 Temporary gas supply	--	--
	3 Temporary electricity supply	--	--
	4 Temporary telecommunication systems	--	--
	5 Temporary drainage	--	--
1.2.4	Security		
1.2.4.1	Site facilities		
	1 Security staff	--	--
	2 Security equipment	--	--
	3 Hoardings, fences and gates	--	--
	4 Hoarding and associated access door to screen staircase and lift to lobby/circulation 00-05	--	--
To Collection £		--	--

1. PRELIMINARIES/GENERAL CONDITIONS**1.2 Pricing Schedules**

Ref.	Description	F £	TR £
1.2	Main Contractor's Cost Items		
1.2.5	Safety and environmental protection		
1.2.5.1	Site facilities		
	1 Safety programme	--	--
	2 Barriers & safety scaffolding	--	--
	3 Environmental protection measures	--	--
1.2.6	Control and protection		
1.2.6.1	Site facilities		
	1 Survey, inspections & monitoring	--	--
	2 Setting out	--	--
	3 Protection of works	--	--
	4 Samples	--	--
	5 Environmental control of building	--	--
1.2.7	Mechanical plant		
1.2.7.1	Site facilities		
	1 Generally	--	--
	2 Tower cranes	--	--
	3 Mobile cranes	--	--
	4 Hoists	--	--
	5 Access plant	--	--
	6 Concrete plant	--	--
	7 Other plant	--	--
1.2.8	Temporary works		
1.2.8.1	Site facilities		
	1 Access scaffolding	--	--
	2 Temporary works	--	--
1.2.9	Site records		
1.2.9.1	Site records		
	1 Photography	--	--
	2 Works records	--	--
To Collection £		--	--

New Pavilion - Thame Cricket Club

1. PRELIMINARIES/GENERAL CONDITIONS**1.2 Pricing Schedules**

Ref.	Description	F £	TR £
1.2	Main Contractor's Cost Items		
1.2.10	Completion and post-completion requirements		
1.2.10.1	Requirements		
	1 Testing and commissioning plan	--	--
	2 Handover	--	--
	3 Post-completion services	--	--
1.2.11	Cleaning		
1.2.11.1	Requirements		
	1 Site tidy	--	--
	2 Maintenance of roads, paths and pavings	--	--
	3 Building clean	--	--
1.2.12	Fees and charges		
1.2.12.1	Fees & Charges		
	1 Rates on temporary accommodation.	--	--
	2 Licences in connection with hoardings, scaffolding, gantries & the like.	--	--
1.2.13	Site services		
1.2.13.1	Temporary works		
	1 Temporary works that are not specific to an element.	--	--
1.2.13.2	Multi-service gang		
	1 Ganger	--	--
	2 Labour	--	--
	3 Fork lift driver.	--	--
	4 Service gang plant and transport.	--	--
1.2.14	Insurance, bonds, guarantees and warranties		
1.2.14.1	Works insurance		
	1 Contractor's 'all risks' (CAR) insurance.	--	--
	2 Contractor's plant and equipment insurance.	--	--
	3 Temporary buildings insurance.	--	--
	4 Terrorism insurance.	--	--
	5 Other insurances in connection with the works.	--	--
To Collection £		--	--

1. PRELIMINARIES/GENERAL CONDITIONS**1.2 Pricing Schedules**

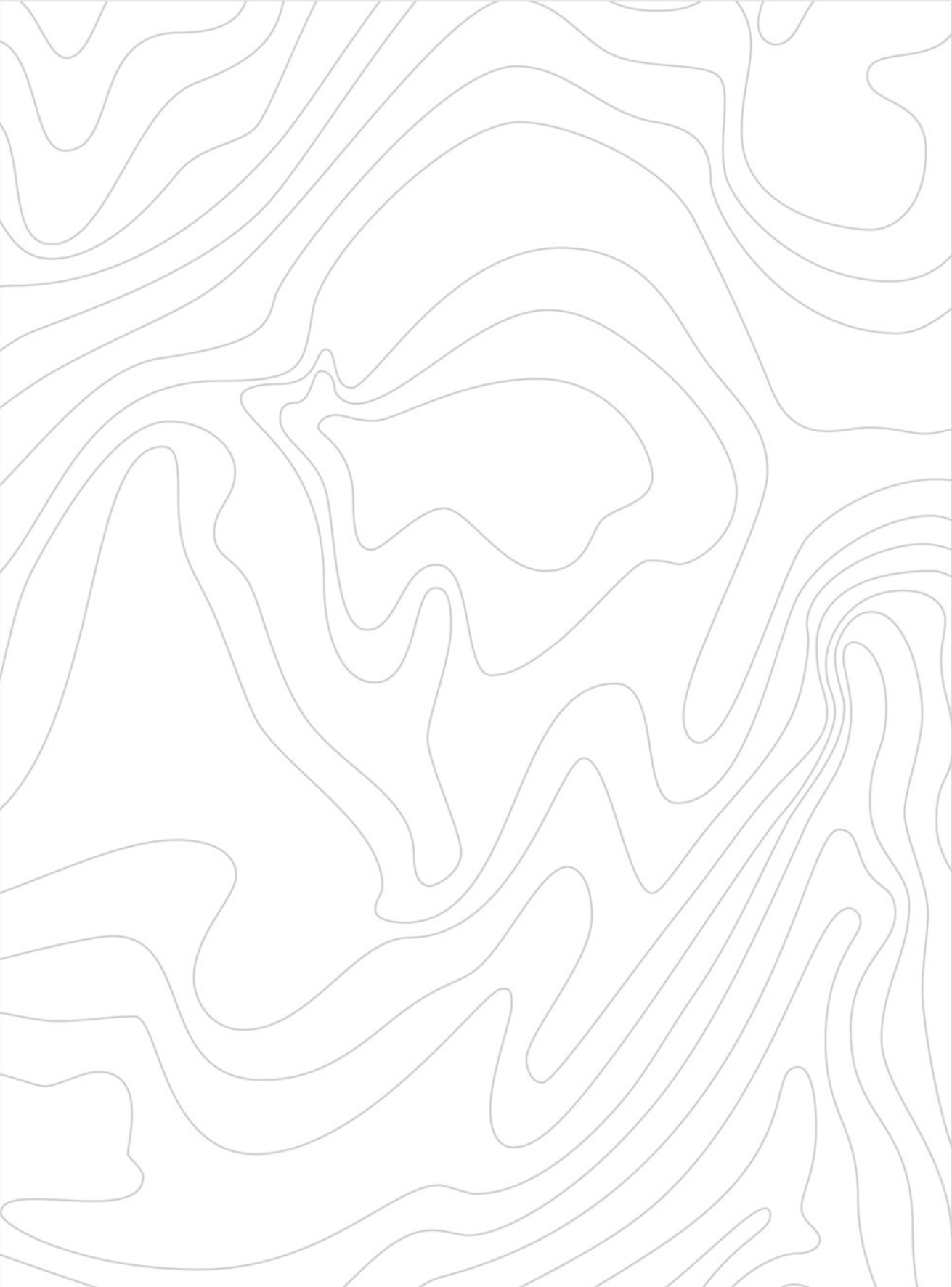
Ref.	Description	F £	TR £
1.2	Main Contractor's Cost Items		
1.2.14.2	Public liability insurance		
	1 Non-negligence insurance.	--	--
	2 Professional indemnity insurance.	--	--
1.2.14.3	Employer's (main contractor's) liability insurance		
	1 Management and staff, including administrative staff.	--	--
	2 Works operatives.	--	--
1.2.14.4	Other insurances		
	1 Employer's loss of liquidated damages.	--	--
	2 Latent defects cover.	--	--
	3 Motor vehicles.	--	--
	4 Other insurances.	--	--
	5 Insurance premium tax (IPT).	--	--
	6 Allowance for recovery of all or part of premium excess.	--	--
1.2.14.5	Bonds		
	1 Tender bonds (if applicable).	--	--
	2 Performance bonds.	--	--
1.2.14.6	Guarantees		
	1 Parent company guarantees.	--	--
	2 Product guarantees, insurance backed guarantees.	--	--
1.2.14.7	Warranties		
	1 Collateral warranties.	--	--
	2 Funder's warranties.	--	--
	3 Purchaser's and tenant's warranties.	--	--
	4 Other warranties.	--	--
To Collection £		--	--

1.2 Pricing Schedules

Thame Cricket Club Employers Requirements.xlsx
22/06/2017

2. PROVISIONAL ITEMS

2.1 Provision Items



2. PROVISIONAL ITEMS**2.2 Provisional Works**

Ref.	Description	£
	General Notes <ul style="list-style-type: none"> The Contractor shall include the following Provisional Sums in their Proposals The values in this section are deemed to be net sub-contract values. Main Contract allowances for preliminaries, general attendances, overheads and profits are to be included elsewhere. The Contractor shall be deemed to have made due allowance in programming, planning, design and other Preliminaries Items for Works covered by the Provisional Sums in this section. The Contractor shall not incorporate any further Provisional Sums into their proposals 	
2.2.1	WORK BY STATUTORY AUTHORITIES/UNDERTAKERS (A53)	
A	Electricity Main Services Description of work: Statutory Undertaking connection charge Provisional Sum:	Item 800.00
B	Gas Main Services Description of work: Statutory Undertaking connection charge Provisional Sum:	Item 9,000.00
C	Telephone Main Services Description of work: Statutory Undertaking connection charge Provisional Sum:	Item inc 2.2.2.3
To Collection £		9,800.00

2. PROVISIONAL ITEMS**2.2 Provisional Works**

Ref.	Description	£
2.2.2	PROVISIONAL WORK/ITEMS (A54)	
2.2.2.1	Defined Sums	
A	Refurbishment and Demolition Survey Description of work: Undertaking of refurbishment and demolition survey Provisional Sum:	Item 1,000.00
B	Asbestos removal to existing pavilion building Description of work: Removal of asbestos to the existing cricket pavilion prior to demolition Provisional Sum:	Item 10,000.00
C	Wall tiling to Kitchen 00.11 Description of work: Wall tiling to Kitchen 00.11 Provisional Sum:	Item 500.00
D	Wall tiling to Kitchen 01.05 Description of work: Wall tiling to Kitchen 01.05 Provisional Sum:	Item 250.00
2.2.2.2	Undefined Sums	
D	None	
To Collection £		11,750.00

2. PROVISIONAL ITEMS**2.2 Provisional Works**

Ref.	Description	£
2.2.2.3	Mechanical & Electrical Sums	
A	Projector System Containment System Links Description of work: Projector System Containment System Links Provisional Sum:	1,500.00
B	TV Sound Systems Description of work: TV Sound Systems Provisional Sum:	3,000.00
C	Lightning Protection System Description of work: Lightning Protection System Provisional Sum:	5,000.00
D	BT/Openreach Disconnection, Diversion & Reconnection to the Proposed Pavilion Description of work: BT/Openreach Disconnection, Diversion & Reconnection to the Proposed Pavilion Provisional Sum:	5,000.00
E	External lighting; associated supply and ducting to Thame Barns centre car park Description of work: External lighting; associated supply and ducting to Thame Barns centre car park Provisional Sum:	3,000.00
To Collection £		17,500.00

2. PROVISIONAL ITEMS**2.2 Provisional Works**

Ref.	Description	£
2.2.2.4	Contingency Items	
A	Contingency Sum Provisional Sum:	Item 50,000.00
B	Overheads & Profits on Provisional Sums & Contingencies Include for overheads and profit on all Provisional Sums. Extend into the cash columns the following on the value of the Provisional Sums, if expended	0.00% --
2.2.2.5	Authorised Overtime/All-in Labour Constants	
C	Works carried out, outside of normal working hours For prime cost incurred at any time during the Contract. Any such extra cost will be calculated using Rates of Basic Pay, Additional Payments, for use with the Working Rule Agreement for the Construction Industry, published by the Construction Industry Joint Council, current when the work is carried out, together with additional payments for continuous extra skill or responsibility or intermittent responsibility, as appropriate.	
	Provisional Sum: Allow for the following amount of resources, all in rates by a Labourer: 50 hours @ £	/hr Item --
	by a Craftsman: 50 hours @ £	/hr Item --
	Add for percentage addition to cover the cost of the non productive element only of overtime, incidental costs, overheads and profit, at time and a half	0.00% --
	at double time	0.00% --
To Collection £		50,000.00

New Pavilion - Thame Cricket Club

2. PROVISIONAL ITEMS**2.2 Provisional Works**

Ref.	Description	£
2.2.3 DAYWORKS (A55)		
2.2.3.1 General Notes		
	<ul style="list-style-type: none"> If in the opinion of the CA any work cannot be properly valued from the Pricing Document, instructions shall be confirmed in writing that the works to be carried out on a Dayworks account basis. The Dayworks and prime cost shall be calculated in accordance with the published "Definition of Prime Cost of Dayworks carried out under a Building Contract" issued by The Royal Institution of Chartered Surveyors and the Building Employer Confederation, the Electrical Contractors Association or The Heating and Ventilating Contractors Association. Rates for labour, materials and plant will be as set out in the Schedules of Charges published by the RICS current at the Date of Tender. The percentage additions shall be those as for the Main Contractor, unless specifically stated otherwise. 	
2.2.3.2 Contractor's Costs		
A	Labour; Prime cost of labour incurred before the Final Completion Date Provisional Sum: Item 500.00 Percentage addition to cover incidental costs, overheads and profit: 0.00% --	
B	Labour; Prime cost of labour incurred after the Final Completion Date Provisional Sum: Item 500.00 Percentage addition to cover incidental costs, overheads and profit: 0.00% --	
C	Materials and Goods Provisional Sum: Item 500.00 Percentage addition to cover incidental costs, overheads and profit: 0.00% --	
D	Plant; Prime cost of labour incurred before the Final Completion Date Provisional Sum: Item 500.00 Percentage addition to cover incidental costs, overheads and profit: 0.00% -- Plant; Prime cost of labour incurred after the Final Completion Date Provisional Sum: Item 500.00 Percentage addition to cover incidental costs, overheads and profit: 0.00% --	
To Collection £		2,500.00

New Pavilion - Thame Cricket Club

2. PROVISIONAL ITEMS**2.2 Provisional Works**

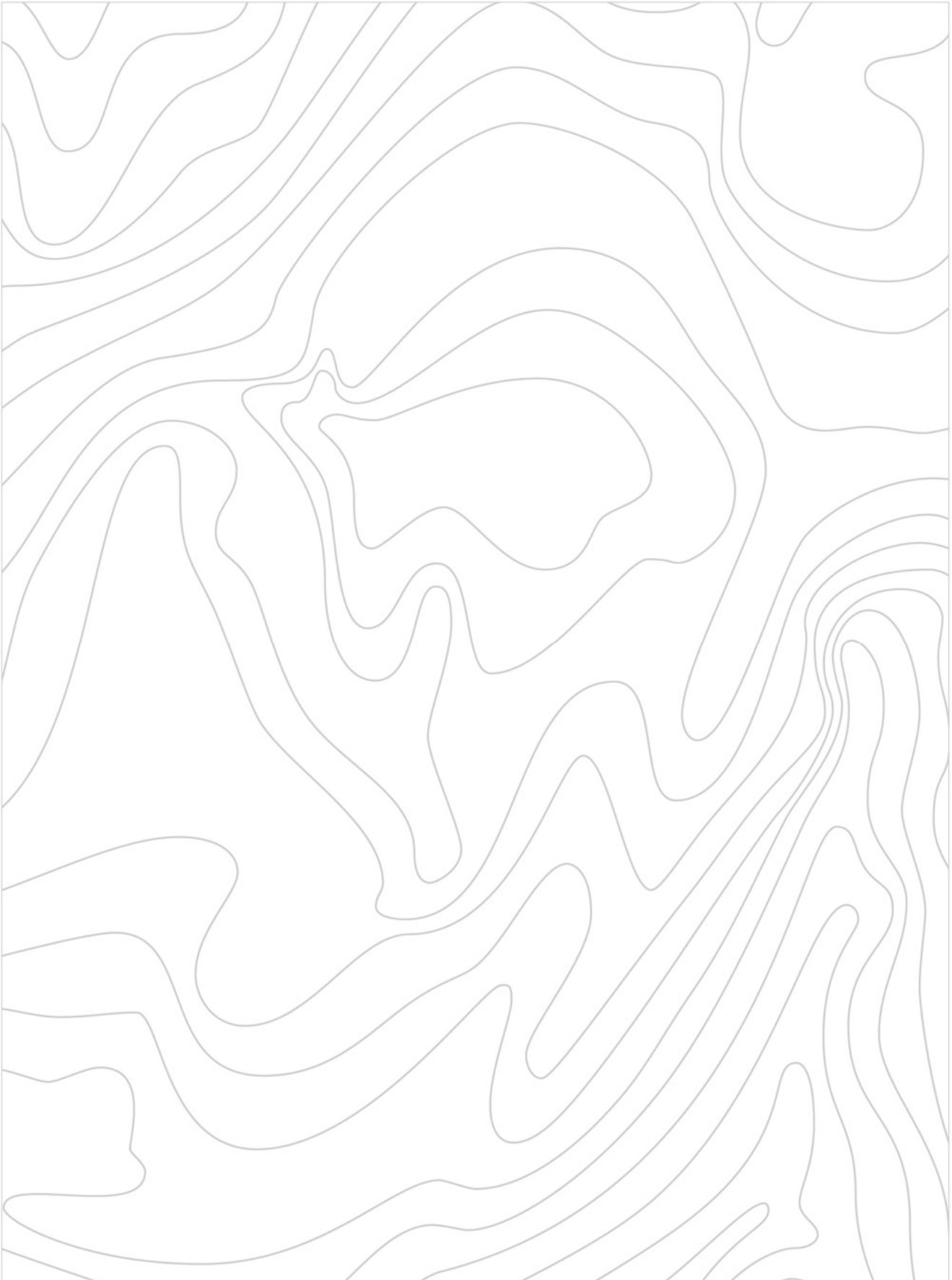
Ref.	Description	£
2.2.3	DAYWORKS (A55)	
2.2.3.3	Specialist Trades	
A	RICS/Electrical Contractors' Association: Prime cost of labour:	
	Prime cost of Labour	
	Provisional Sum:	Item 500.00
	Percentage addition to cover incidental costs, overheads and profit:	0.00% --
	Prime cost of materials and goods	
	Provisional Sum:	Item 500.00
	Percentage addition to cover incidental costs, overheads and profit:	0.00% --
	Prime cost of Plant	
	Provisional Sum:	Item 500.00
	Percentage addition to cover incidental costs, overheads and profit:	0.00% --
B	RICS/Heating and Ventilating Contractors' Association:	
	Prime cost of Labour	
	Provisional Sum:	Item 500.00
	Percentage addition to cover incidental costs, overheads and profit:	0.00% --
	Prime cost of materials and goods	
	Provisional Sum:	Item 500.00
	Percentage addition to cover incidental costs, overheads and profit:	0.00% --
	Prime cost of Plant	
	Provisional Sum:	Item 500.00
	Percentage addition to cover incidental costs, overheads and profit:	0.00% --
C	RICS/National Association of Plumbing, Heating and Mechanical:	
	Prime cost of Labour	
	Provisional Sum:	Item 500.00
	Percentage addition to cover incidental costs, overheads and profit:	0.00% --
	Prime cost of materials and goods	
	Provisional Sum:	Item 500.00
	Percentage addition to cover incidental costs, overheads and profit:	0.00% --
	Prime cost of Plant	
	Provisional Sum:	Item 500.00
	Percentage addition to cover incidental costs, overheads and profit:	0.00% --
To Collection £		4,500.00

2. PROVISIONAL ITEMS**2.2 Provisional Works**

Ref.	Description	£
	Collection	
	1/2/1	7,800.00
	1/2/2	11,750.00
	1/2/3	17,500.00
	1/2/4	50,000.00
	1/2/5	2,500.00
	1/2/5	4,500.00
Total to main summary £		94,050.00

3. CONTRACT SUM ANALYSIS

3.1 - Contract Sum Analysis



New Pavilion - Thame Cricket Club

3. CONTRACT SUM ANALYSIS

3.1 - Contract Sum Analysis

Ref.	Description	Phase 1 Works £	Phase 2 Works £
	<p>General Notes</p> <ul style="list-style-type: none"> The following schedule is indicative only and does not constitute a full scope of works for the project The schedule has been prepared in order for a detailed cost breakdown to be provided, to aid the assessment of the tender and to assist in the preparation of interim payments The Contractor is to take responsibility for the schedule and is to ensure its completeness with regards to the proposed scope of works as defined within the Tender Documents. The Contractor is to add and omit items to / from the schedule in order to provide a definitive costing for the proposed works. The Contractor shall verify for themselves any quantities states on the Architects/ Structural Engineers or M&E drawings. All items contained within the schedule must be individually priced where ever possible and items should not be grouped together quoting lump sum prices. As indicated in the preliminaries the works will need to be completed in the two phases as described below: <p>Phase 1 Works:</p> <ul style="list-style-type: none"> External envelope to new cricket pavilion Fit out of the ground floor to the new pavilion with the exception of: lift and staircase area. Note lobby/circulation corridor 00-05 is to be completed as part of Phase 1 works. The contractor shall provide a temporary screen with access door to screen off the lift/staircase areas. This screen shall be finishes to the completed side to the same standard as the rest of the lobby/circulation corridor. This area should be fully services and ready for occupation. All services etc. that are required to complete the first floor fit out should be installed to suitable location for completion during phase two works such that no access or routing of services are required to be retro fitted in the completed areas. Installation of internal door between first floor table store and first floor club room Construction of wall between the first floor clubroom and first floor lobby/accessible WC Installation of emergency lighting and fire alarm protection to first floor space Mechanical/Electrical and Public Health services to installed to appropriate points within first floor for completion as part of phase two works Installation of new incoming services to new pavilion Hardstanding from gate to Thame Barns Centre car park to and around new pavilion; including associated SUDs Regrading of outfield to new hardstanding/pavilion Below ground foul and surface water drainage to new pavilion <p>Phase 2 Works:</p> <ul style="list-style-type: none"> Demolition of existing pavilion and associated works; including grubbing up foundation and redundant incoming services and below ground drainage etc. Completion of external works to service yard and Thame Barn Centre car park; including associated SUDs/below ground surface water drainage Fit Out of the first floor to the new pavilion; including associated M&E and Public Heath installations Fit out of the ground floor staircase lobby to new pavilion Installation of lift to new pavilion Installation of staircase and associated handrails and balustrades to new pavilion Completion of landscaped areas 		
	To Collection £	--	--

Ref.	Description	Phase 1 Works £	Phase 2 Works £
0	Facilitating works		
0.1	Toxic/hazardous material removal <ul style="list-style-type: none"> Asbestos removal Sundries/Other items 	-	
0.2	Major demolition works <ul style="list-style-type: none"> Demolition of existing pavilion and maintenance shed Other demolitions Sundries/Other items 	-	
1	Substructure		
1.1	Substructure <ul style="list-style-type: none"> Preliminary sitework Site Clearance Site preparation Excavation, Earthwork Support, Disposal etc: <ul style="list-style-type: none"> Ground beams Pile caps Piling: Establish equipment on site: <ul style="list-style-type: none"> Bring to Site Erect and dismantle at each pile position/Maintenance Remove from Site Piling: Piles: <ul style="list-style-type: none"> Type A piles Type B piles Type C piles Type D piles Piling: Pile Testing Concrete to ground beams <ul style="list-style-type: none"> Concrete Formwork Reinforcement Concrete to pile caps <ul style="list-style-type: none"> Concrete Formwork Reinforcement Holding Down bolts <ul style="list-style-type: none"> Type C1 Type C2 External walls up to and including dpc Internal walls up to including dpc Sleeper walls to support in situ concrete slab Sleeper walls to support block and beam floors Air brick to sleeper walls Telescopic underfloor ventilators and air bricks to external walls DPC/Cavity Trays/Weepholes Generally Incoming Services pit to plant room Sundries/Other items 		-
To Collection £		--	--

3. CONTRACT SUM ANALYSIS**3.1 - Contract Sum Analysis**

Ref.	Description	Phase 1 Works £	Phase 2 Works £
1.2	Ground floor construction <ul style="list-style-type: none"> Preliminary sitework Site Clearance Site preparation Excavation, Earthwork Support, Disposal etc: <ul style="list-style-type: none"> Beam & Block floor Suspended RC Slab to lift pit Beam & Block floor Suspended RC Slab to lift pit <ul style="list-style-type: none"> Formwork Concrete Reinforcement Insulation strip and flexible sealant joint to perimeter of slab Damp Proof Membrane to Type 2 & 5 Floors Insulation to Type 2 & 5 Floors Vertical insulation to perimeter of slabs to Type 2 & 5 Floors Expansion joints within slab Sundries/Other items 		-
2	Superstructure		
2.1	Frame <ul style="list-style-type: none"> Oak posts to entrance porch (Ref C3) Steel columns <ul style="list-style-type: none"> Type C1 Type C2 Base plates to columns and levelling grout <ul style="list-style-type: none"> Type C1 Type C2 Steel beams <ul style="list-style-type: none"> Type B1 Type B2 Type B3 Type B4 Type B5 Type B7 Type B8 External corrosion protection to steel beams B4 and B5 Fire protection to steel beams Fire protection to steel columns Mass concrete padstones under steel beams <ul style="list-style-type: none"> P1 P2 P3 Sundries/Other items: 		-
To Collection £		--	--

New Pavilion - Thame Cricket Club

3. CONTRACT SUM ANALYSIS

3.1 - Contract Sum Analysis

Ref.	Description	Phase 1 Works £	Phase 2 Works £
2.2	<p>Upper floors</p> <p><u>Main Floor; internally</u></p> <ul style="list-style-type: none"> Floor structure <ul style="list-style-type: none"> Joists Blocking Carpentary metal work Decking <ul style="list-style-type: none"> To Type 3 Floors; plywood decking; composite acoustic battens; plywood decking; mineral wool insulation; perimeter resilient edge strip To Type 4 Floors; plywood decking; vapour control layer; cement board Acoustic insulation between floor joists to Type 3 Floors Cement board and vapour control barrier to underside of Type 4 Floors Sundries/Other items: <p><u>External Balcony Floor</u></p> <ul style="list-style-type: none"> Floor structure - by specialist timber frame designer Decking <ul style="list-style-type: none"> Anti slip pre-treated decking on pre-treated timber battens Single ply membrane on plywood decking Pre-treated timber firings Deck drainage T&G timber soffit to match external timber cladding on pre treated timber battens; including linear soffit ventilators with anti insect mesh T&G timber to match external cladding to balcony edge; vapour membrane Upstand to balcony edge and associated hardwood timber capping Powder coat balustrade railings with hardwood handrails to perimeter of external balcony floor Sundries/Other items: 		
2.3	<p>Roof</p> <ul style="list-style-type: none"> Roof structure - by specialist timber frame designer Roof structure to Dormers - by specialist timber frame designer Clay tile roof coverings Extra over for: <ul style="list-style-type: none"> Eaves Verges Ridges Valleys Insulation to Roof Barge boards; including decoration Abutment flashing Stepped flashings Other flashings Decoration to exposed rafter feet and soffit Gutter Extra over for: <ul style="list-style-type: none"> Stop ends Running outlets Angles Sundries/Other items 		
To Collection £		--	--

Ref.	Description	Phase 1 Works £	Phase 2 Works £
2.3	Roof (Cont'd) <ul style="list-style-type: none"> Downpipes Extra over for: <ul style="list-style-type: none"> Offset projections Shoes Connections to below ground drainage Canopies Sundries/Other items: 		-
2.4	Stairs and ramps <ul style="list-style-type: none"> Stair structure - by specialist pre-cast concrete stair designer Handrails Balustrades External Ramps Sundries/Other items: 	-	-
2.5	External walls <ul style="list-style-type: none"> External Wall; stone outer skin (Type 1 wall) <ul style="list-style-type: none"> Blockwork inner skin Cavity and insulation Stone outer skin External Walls; Blockwork (Type 2 wall) (Party wall between Clubhouse and Maintenance Shed) <ul style="list-style-type: none"> Blockwork inner skin Insulation etc. Blockwork inner skin External Walls; Timber Cladding outer skin (Type 3 wall) <ul style="list-style-type: none"> Blockwork inner skin Timber Cladding; including battens, breather membrane Extra over Type 3 wall for lift up hatch to Scorers Room External Wall; stone outer skin (Type 4 wall) <ul style="list-style-type: none"> Blockwork inner skin Cavity and insulation; including breather membrane; OSB board Timber Cladding; including battens External Wall; stone outer skin (Type 5 wall) <ul style="list-style-type: none"> timber stud filled with insulation; OSB sheathing; VCL; service zone and plasterboard Cavity and insulation; including breather membrane; plywood Timber Cladding; including battens DPC/Cavity Trays/Weepholes Treatment at heads and jambs of external doors and windows Expansion joints Lintels to Windows and External Doors <ul style="list-style-type: none"> L1 L2 L3 L4 L5 L6 Mass concrete padstones to lintels to external walls <ul style="list-style-type: none"> P1 P2 P3 		-
To Collection £		--	--

New Pavilion - Thame Cricket Club

3. CONTRACT SUM ANALYSIS

3.1 - Contract Sum Analysis

Ref.	Description	Phase 1 Works £	Phase 2 Works £
2.5	External Walls (Cont'd)		
	• Wind Posts to External Walls		-
	WP1		-
	WP2		-
	WP3		-
	• Decoration to timber cladding		-
	• Sundries/Other items		-
2.6	Windows and external doors		
	• External Doors; including ironmongery and decoration		-
	ED-0.01		-
	ED-0.02		-
	ED-0.03		-
	ED-0.04		-
	ED-0.05		-
	ED-0.06		-
	ED-0.07		-
	ED-0.08		-
	ED-0.09		-
	ED-1.01		-
	ED-1.02		-
	• Windows and Screens; including ironmongery and decoration		-
	EW-0.01		
	EW-0.02		
	EW-0.03		
	EW-0.04		
	EW-0.05		
	EW-0.06		
	EW-0.07		
	EW-0.08		
	EW-0.09		
	EW-0.10		
	EW-1.01		
	EW-1.02		
	EW-1.03		
	• Sliding folding door to maintenance shed - ED-0.10		-
	• Roof light; including associated flashings, internal blinds, ironmongery and decoration		-
	780 x 1400		-
	1140 x 700		-
	• Window boards; including decoration		-
	• Sundries/Other items		-
2.5	Internal walls and partitions		
	• Blockwork internal walls to ground floor		-
	Internal Wall Type 1; face faced		-
	• Lintels to internal openings in blockwork		-
	L1		-
	L2		-
	L3		-
	L4		-
	L5		-
	L6		-
To Collection £		--	--

New Pavilion - Thame Cricket Club

3. CONTRACT SUM ANALYSIS

3.1 - Contract Sum Analysis

Ref.	Description	Phase 1 Works £	Phase 2 Works £
2.5	Internal walls and partitions (Cont'd)		
	• Padstones		-
	WP1		-
	WP2		-
	WP3		-
	• Stud partition walls to ground floor		-
	Wall type 2 (Solid Pink); excluding skim coat		-
	• Stud partition walls to first floor		-
	Wall type 2 (Solid Pink); excluding skim coat		-
	Wall type 2 (Double Diagonal Hatched); excluding skim coat		-
	• WC/Shower cubicles and Washroom modesty screens		-
	Female WC 00.07		-
	Umpire Changing Room 00.13		-
	Male WC 00.14		-
	Male WC 01.02	-	
	Female WC 01.08	-	
	• Shower dividers	-	
	• Sundries/Other items		
2.8	Internal doors		
	• Internal doors; including ironmongery and decoration		
	Door D-0.01		-
	Door D-0.02		-
	Door D-0.03		-
	Door D-0.04		-
	Door D-0.05		-
	Door D-0.06		-
	Door D-0.07		-
	Door D-0.07a		-
	Door D-0.07b		-
	Door D-0.08		-
	Door D-0.09		-
	Door D-0.10		-
	Door D-0.11		-
	Door D-0.12		-
	Door D-0.13		-
	Door D-0.14		-
	Door D-0.15		-
	Door D-0.16		-
	Door D-0.17		-
	Door D-0.18		-
	Door ED-0.11		-
	Door ED-0.12		-
	Door D-1.01	-	
	Door D-1.02	-	
	Door D-1.03	-	
	Door D-1.04	-	
	Door D-1.05		-
	Door D-1.06	-	
	Door ED-1.03		-
	• Roller shutter to bar - D-0.19	by Client	-
	• Sundries/Other items		
To Collection £		--	--

New Pavilion - Thame Cricket Club

3. CONTRACT SUM ANALYSIS

3.1 - Contract Sum Analysis

Ref.	Description	Phase 1 Works £	Phase 2 Works £
3	Internal Finishes		
3.1	Wall Finishes		
	<ul style="list-style-type: none"> Emulsion paint to skim coated plasterboard Ground floor First floor Blockwork sealer (Watco wall seal or equally approved), under-coat and eggshell paint to exposed blockwork Ground floor First floor Skim to plasterboard walls to ground floor: <ul style="list-style-type: none"> Wall type 2 (Solid Pink) Skim to plasterboard walls to first floor: <ul style="list-style-type: none"> Wall type 2 (Solid Pink) Wall type 2 (Double Diagonal Hatched) Smooth gloss ceramic wall tiles (250x200) on tile adhesive in stretcher bonds to: <ul style="list-style-type: none"> WC 00-03 Urinal & WHB 00-03a Home shower 00-04 Cleaners cupboard 00-05a Female WC 00-07 Acc WC/Baby Change 00-08 Umpire changing 00-12 Male WC 00-14 Away shower 00-15 Away WC 00-16 Male WC 01-02 Acc WC 01-03 Female WC/Shower 01-08 Sundries/Other items 	-	-
3.2	Floor Finishes		
	<ul style="list-style-type: none"> Floor Screed to Type 2 Floors; fibre reinforced screed and separating layer Reinforced Floor Screed to Type 5 Floors; fibre reinforced screed and separating layer Reinforced Floor Screed to Type 1 Floors; screed and mesh Carpet tiles - Heckmondwike Broadrib Range Carpet tiles - Heckmondwike Entrance Range Non Slip Vinyl / PVC Sheet (Gerflor Tarasafe or equally approved) - Spike Resistant Anti-Slip textured porcelain floor tiles complied to DIN 51097 Class C - Spike Resistant Smooth finish powerfloat screed with surface hardener Anti-slip Wood veneer vinyl -Amtico Spacia or equally approved Screed finish with dust sealer (Watco Universal Sealer Dustproofer or equally approved) Painted MDF skirtings; including decorations 100mm coved pvc skirting welded to flooring Tiled skirtings to match porcelain floor tiles Floor finishes to staircase Nosings to staircase Sundries/Other items 	-	-
To Collection £		--	--

New Pavilion - Thame Cricket Club

3. CONTRACT SUM ANALYSIS

3.1 - Contract Sum Analysis

Ref.	Description	Phase 1 Works £	Phase 2 Works £
3.3	Ceiling Finishes <ul style="list-style-type: none"> Suspended plasterboard ceiling to ground floor Two layers plasterboard & vapour control layer to ceilings to first floor Finish to soffit of staircase Decoration to ground floor ceilings Decoration to first floor ceilings Sundries/Other items 	-	
4	Fittings, furnishings and equipment		
4.1	General fittings, furnishings and equipment <ul style="list-style-type: none"> Lockers to Changing Rooms - Attendance only (Client Direct) Shelving to cleaners cupboard Bar Counter/fitting out - Attendance only (Client Direct) Changing Room Benching <ul style="list-style-type: none"> to Home changing 00-02 to Away changing 00.17 to Umpires Changing room 00.12 Vanity Unit to female WC 00.07 Baby changing unit Coat hooks <ul style="list-style-type: none"> In shower rooms above changing room benches back of WC cubicle doors Sundries/Other items 		-
	Domestic kitchen fittings and equipment		
	<ul style="list-style-type: none"> Kitchen fittings - Attendance only (Client Direct) White goods Sundries/Other items 	Client Direct	Client Direct
	Signs/Notices		
	<ul style="list-style-type: none"> Statutory signage Main entrance signage External signage Internal Signage Sundries/Other items 	Client Direct Client Direct Client Direct Client Direct	Client Direct Client Direct Client Direct Client Direct
4.2	Special fittings, furnishings and equipment <ul style="list-style-type: none"> Score Board Clock Sundries/Other items 	Client Direct	Client Direct -
To Collection £		--	--

New Pavilion - Thame Cricket Club

3. CONTRACT SUM ANALYSIS

3.1 - Contract Sum Analysis

Ref.	Description	Phase 1 Works £	Phase 2 Works £
5	Services		
5.1	Sanitary installations <ul style="list-style-type: none"> • Ambulant WC suite including cistern, seat and cover • Doc M Pack; including paper towel dispenser; toilet roll holder; soap dispenser; mirror • WC suite including cistern, seat and cover • Urinals • Basins including taps & wastes etc. <ul style="list-style-type: none"> Countertop Wall fixed • Cleaners Sink • Kitchen/Bar Sink • Shower trays & traps • Shower heads and wall mounted shower controls • Hand dryer • Mirrors <ul style="list-style-type: none"> above basins to changing rooms to umpire changing room • Toilet Roll Holders • Soap dispensers • Sundries/Other items 	Client Direct	Client Direct
5.4	Mechanical Installations <ul style="list-style-type: none"> • Design Service • Comply with Standards • Incoming Services • LTHW Installation • Domestic Hot & Cold Water Services • Mechanical Extract Ventilation • Mechanical Heat Recovery Ventilation • Comfort Cooling • Above Ground Drainage • Environmental Controls • Thermal Insulation • Test & Commissioning • Demonstration of Compliance with Part 'L' • Installation Drawings and O&M Manuals • Other - Please Specify <ul style="list-style-type: none"> a) b) c) 		
5.8	Electrical Installations <ul style="list-style-type: none"> • Compliance with Preliminaries and Standard Specification • Design Service • Verification, Stripping Out and Removal of Redundant Services • Provision of Temporary Services • LV Supply Service Alteration / Diversion and Connection • Distribution Systems • LV Cabling • Containment Systems 		
To Collection £		--	--

New Pavilion - Thame Cricket Club

3. CONTRACT SUM ANALYSIS

3.1 - Contract Sum Analysis

Ref.	Description	Phase 1 Works £	Phase 2 Works £
5.8	Electrical Installations (Cont'd) <ul style="list-style-type: none"> • Lighting & Emergency Lighting Installations & Controls • LV Socket Outlet & Small Power Supplies • Fire Detection & Alarm System • Incoming Communication Alteration / Diversion and Connection • Structured Data Cabling Systems • TV Systems • Intruder Alarm System • Induction Hearing Loops • Disabled Toilet Alarm Installations • Earthing & Bonding • Labelling • Builderswork Details • Testing, Commissioning, Certification • System Demonstrations • Working & Coordination Drawings • O&M Manual & As-Installed Record Drawings • Other - Please Specify <ul style="list-style-type: none"> a) b) c) 		
5.10	Lift and conveyor installations <ul style="list-style-type: none"> • Platform lift 	-	
5.11	Fire and Lightning protection <ul style="list-style-type: none"> • Included in 5.8 	-	-
5.12	Communication, security, CCTV and control systems <ul style="list-style-type: none"> • Included in 5.8 	-	-
5.13	Specialist installations <ul style="list-style-type: none"> • Included in 5.8 	-	-
5.14	Builder's work in connection with services <ul style="list-style-type: none"> • Builder's work in connection with services • Fire stopping generally • Intumescent flexible sealant for 1hr fire resistance to perimeter of cement board and plasterboard ceilings 		
To Collection £		--	--

New Pavilion - Thame Cricket Club

3. CONTRACT SUM ANALYSIS

3.1 - Contract Sum Analysis

Ref.	Description	Phase 1 Works £	Phase 2 Works £
8	External works		
8.1	Site preparation works <ul style="list-style-type: none"> Removal of trees and vegetation Sundries/Other items 		
8.2	Roads, paths and pavings <ul style="list-style-type: none"> Suds complaint hardstanding/pathway SUDs compliant Service yard Concrete paving slabs to external area E-00-01 New tarmac to Thame Barns Centre car park Form sub-base for cricket nets Reforming car park white lining to new/existing car park Kerbs/edgings Grading existing grass to new paths/pavilion from outfield Plinth for Consenser unit Sundries/Other items 		-
8.3	Planting <ul style="list-style-type: none"> Topsoil to planting beds Planting to beds 1.5m dense evergreen hedge 1.8m dense evergreen hedge Sundries/Other items 	Client Direct Client Direct Client Direct	Client Direct Client Direct Client Direct
8.4	Fencing, railings and walls <ul style="list-style-type: none"> Gates & post to boundary Gates & posts to service yard 1.8m high close boarded fence to service yard Picket fence to front porch area E-00-01 Sundries/Other items 	- - -	-
8.6	External drainage <ul style="list-style-type: none"> Surface Water Drainage Foul Water Drainage Threshold slot drainage Sundries/Other items 		- -
8.7	External services <ul style="list-style-type: none"> Water mains supply; diversion/connection of exsiting main supply all consents and pay any relevant charges associated Electricity mains supply; connection - Utility cost only as quotation included in Appendix N. Electricity mains supply; connection - obtain all consents and pay any relevant charges associated quotation included in Appendix N. Gas mains supply; connection - obtain all consents and pay any relevant charges associated 	Prov Sum Prov Sum	- - - - -
To Collection £		--	--

New Pavilion - Thame Cricket Club

3. CONTRACT SUM ANALYSIS

3.1 - Contract Sum Analysis

Ref.	Description	Phase 1 Works £	Phase 2 Works £
8.7	External services (Cont'd) <ul style="list-style-type: none"> • cost only • all consents and pay any relevant charges associated • BWIC/trenching associated with incoming services <ul style="list-style-type: none"> Incoming water main Incoming electrical supply Incoming gas supply Incoming telecoms supply • from new building to car park for potential future electric car charging point • Sundries/Other items 	Prov Sum	-
			-
			-
			-
			-
			-
		-	-
8.8	Minor building works and ancillary buildings <ul style="list-style-type: none"> • Covered cycle stand • Covered refuse enclosure • Attendance on practice net installer • Sundries/Other items 		
To Collection £		--	--

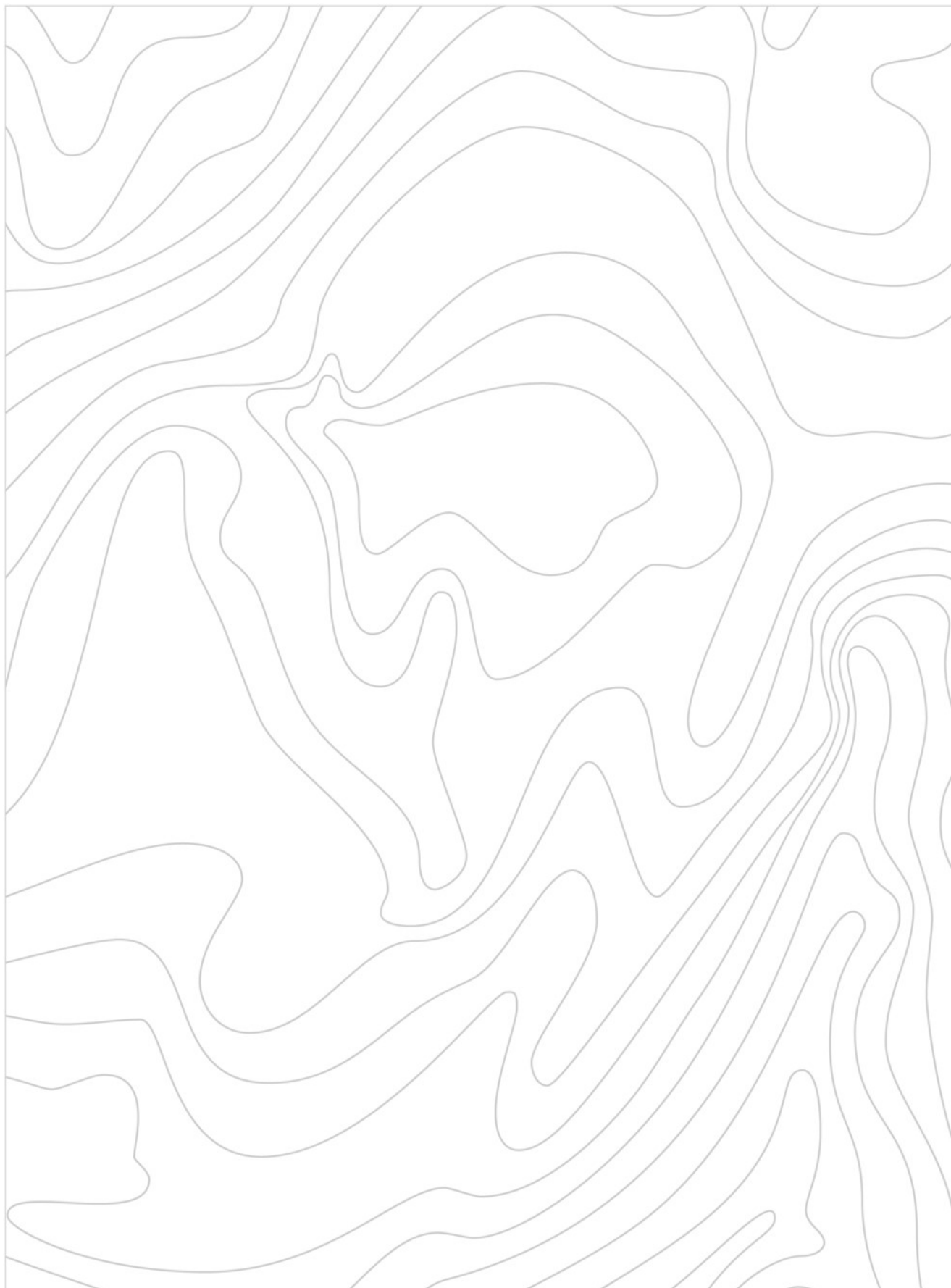
New Pavilion - Thame Cricket Club

3. CONTRACT SUM ANALYSIS

3.1 - Contract Sum Analysis

Ref.	Description	Phase 1 Works £	Phase 2 Works £
	Collection		
	3/1	--	--
	3/2	--	--
	3/3	--	--
	3/4	--	--
	3/5	--	--
	3/6	--	--
	3/7	--	--
	3/8	--	--
	3/9	--	--
	3/10	--	--
	3/11	--	--
	3/12	--	--
	3/13	--	--
Total to main summary £		--	--

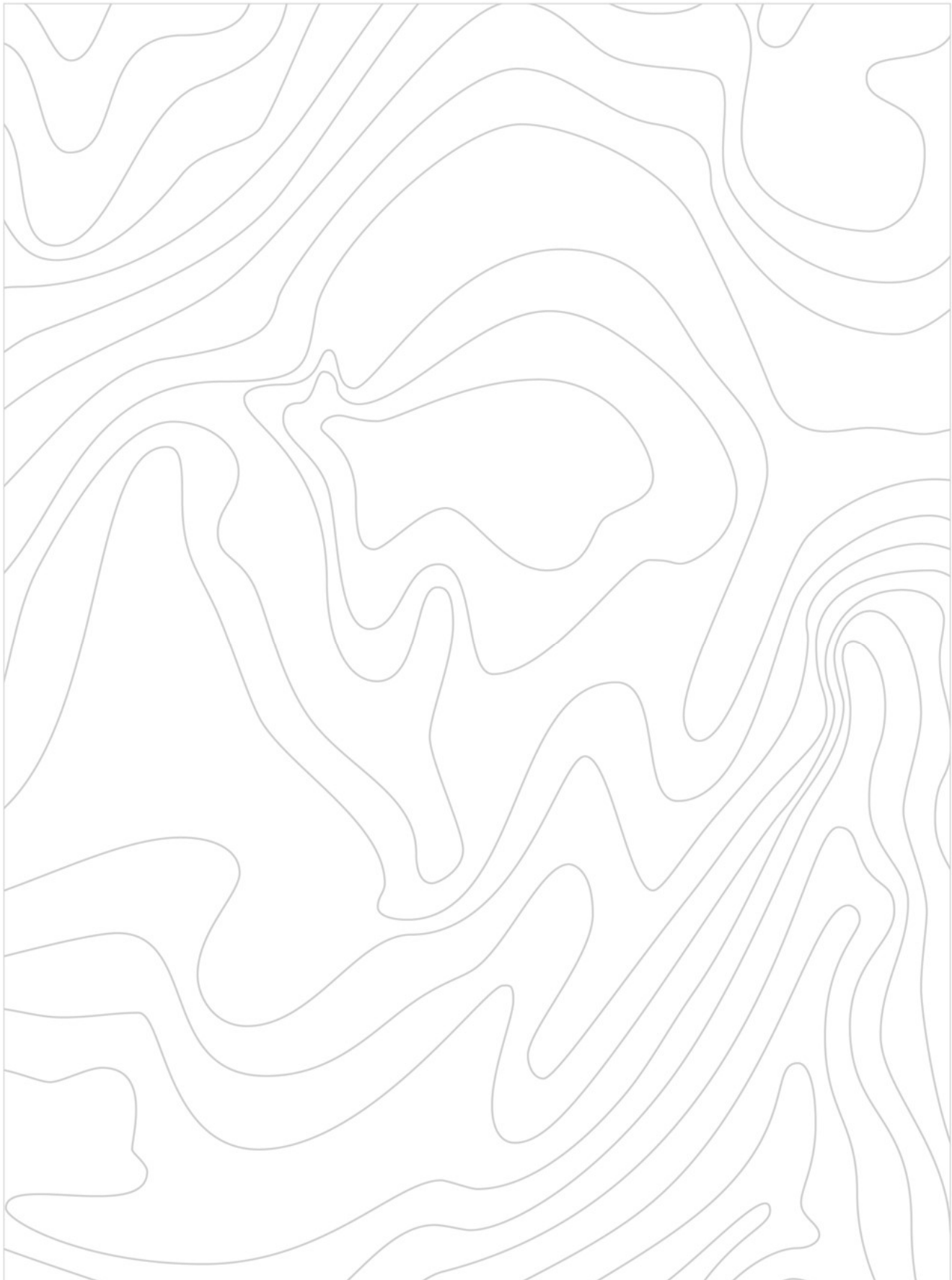
4. MAIN SUMMARY



4. MAIN SUMMARY

Ref.	Description	£
1	PRELIMINARIES/GENERAL CONDITIONS	
	1.1 Information & Requirements	
	1.2 Pricing Schedules	--
2	PROVISIONAL ITEMS	
	2.1 Provisional Works	104,550.00
3	MEASURED WORKS/SCHEDULE OF WORKS	
	3.1 - Contract Sum Analysis - Phase 1 Works	--
	3.1 - Contract Sum Analysis - Phase 2 Works	--
4	MAIN CONTRACTOR OVERHEADS AND PROFIT	
	Add a percentage to cover all Main Contractor overheads and profits based on the value of this tender Submission. The percentage is to allow for all adjustments to the net value of work (including Main Contractor Discount). No other adjustments shall apply. Applied to Section 1 and 3 Only	
	0.00%	--
	Contractor : {Contractors Name}	
	Address :	
	
	
	Date :	
	
To Form of Tender £		104,550.00

5. FORM OF TENDER



New Pavilion - Thame Cricket Club

5. FORM OF TENDERTender for: **Main Contract Works**

To: Ridge and Partners LLP
 The Cowyards
 Blenheim Park
 Oxford Road
 Woodstock
 OX20 1QR

**Tenders to be returned via Contract Finder
 Web Portal**

From:

We have examined the following documents:

- Drawings listed in the Invitation to Tender;
- Specifications listed in the Invitation to Tender;
- Employers Requirements;
- The JCT Form and other Conditions of Contract specified in the Pricing Document;
- Pre-Construction Information

We offer to carry out the whole of the Works described in accordance with the documents referred to above;

for the sum of £ (in words)

£ (in figures) exclusive of any VAT chargeable

within weeks from acceptance of our tender, comprising a period of:

- weeks from acceptance to the Date of Possession and
- weeks from the Date of Possession to the Date for Completion.

For the purposes of the warranties and guarantee requirements mentioned in the Pricing Document, We have reviewed the contents of the Pricing Document and accept, without amendment, the wording set out in the appendices.

We enclose our fully priced document in the separate envelope provided and marked with our name.

We agree that if any obvious errors in pricing or errors in arithmetic are discovered in the priced document[s] before acceptance of this offer, they shall be dealt with in accordance with the Alternative 2 procedure set out in JCT Practice Note 6 - Main Contract Tendering, as specified in the Preliminary Enquiry.

We undertake in the event of your acceptance to execute with you a formal contract embodying all the conditions and terms contained in this offer within 21 days of being required to do so by the Employer.

This tender remains open for acceptance for 56 days from the latest date fixed for the submission of tenders.

New Pavilion - Thame Cricket Club

5. FORM OF TENDER

Tender for: Main Contract Works

We confirm that this tender is submitted at our expense and agree that the Employer need not necessarily accept the lowest or any other tender.

I/We confirm the following Principle Domestic Sub Contractors will be employed on this project. I/We confirm their sub contract tenders have been used within our tender and, where necessary, all these domestic sub contractors have accepted the wording of

Our list of proposed sub-contractors are;

- Asbestos Removal :
- Steelwork :
- Mechanical :
- Electrical :
- Roof Structure:
- Ceramic Tiling:
- Groundworks :
- Others :
.....
.....
.....

New Pavilion - Thame Cricket Club

5. FORM OF TENDER

Tender for: Main Contract Works

Certificate of Bona Fide Tender

The essence of selective tendering is that the client shall receive bona fide competitive tenders from all those tendering. In recognition of the principle, I certify that this is a bona fide tender, intended to be competitive, and that we have not fixed or adjusted the amount of the tender by or under or in accordance with any agreement or arrangement with any other person. I also certify that we have not done and we undertake that will not do at any time before the hour and date specified for return of this tender any of the following acts:-

- a. Communication to a person other than the person calling for those tenders the amount or approximate amount of the proposed tender, except where the disclosure, in confidence, of the approximate amount of the tender was necessary to obtain insurance premium quotations required for the preparation of the tender.
- b. entering into any agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any tender to be submitted.
- c. offering or paying or giving or agreeing to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender for the said work any act or thing or sort described above.

In this certificate the word "person" includes any person any body or association, corporate or unincorporate and "any agreement or arrangement" includes any such transaction, formal or informal, and whether legally binding or not.

Signed by or on behalf of : {Contractors Name}

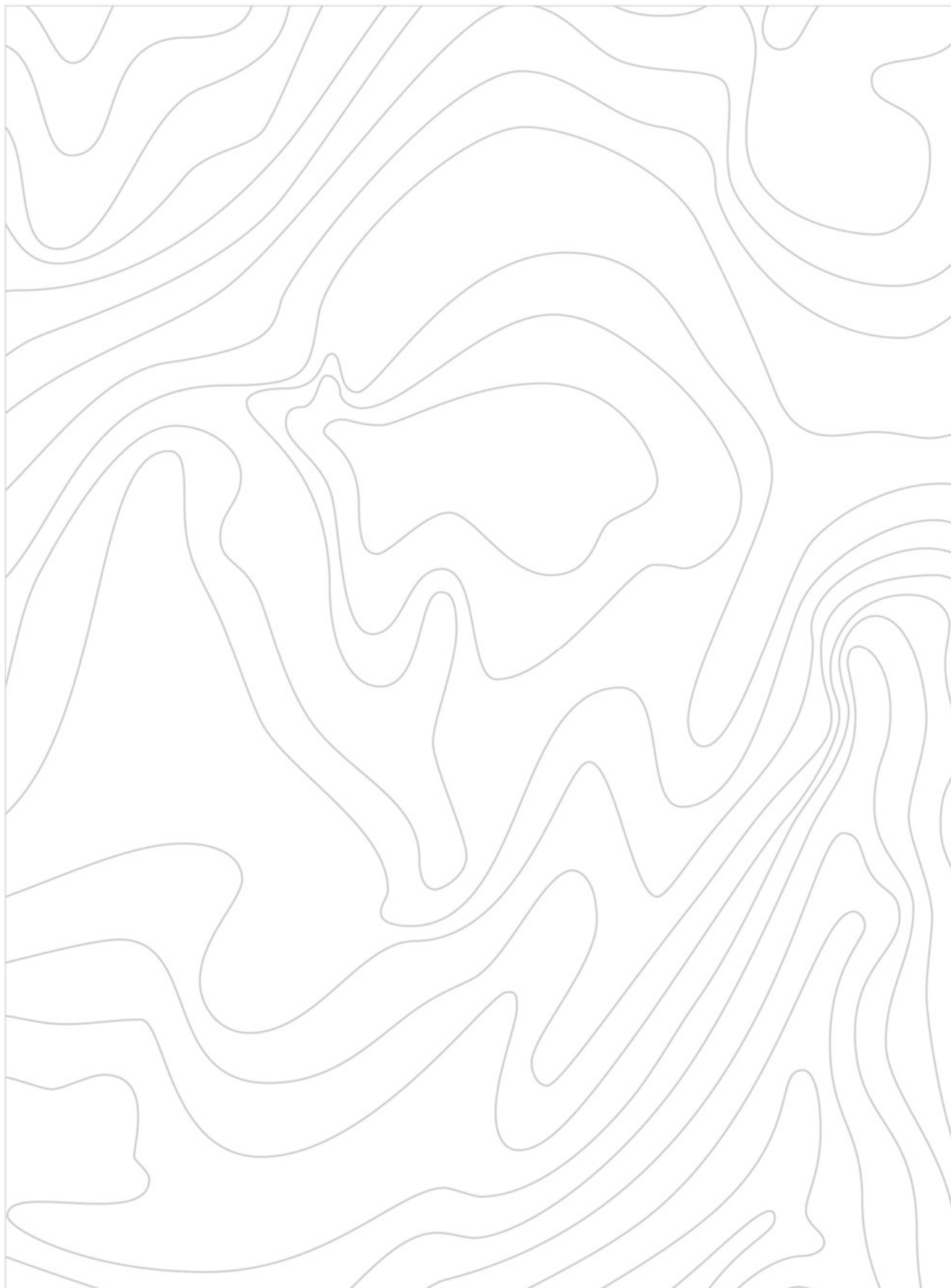
Signature :
duly authorised to sign

Position :

Date : 20.....

Note: The completed form of tender together with the information requested must be received by Ridge at the above address no later than 12:00 hours on the date set out in the tender invitation.

A. DOCUMENT REGISTER



New Pavilion - Thame Cricket Club

A. DOCUMENT REGISTER

Document Ref	Description	Revision
--------------	-------------	----------

Consultant Name : RIDGE		Project Ref : 5003346
	Documents:	
ER	Employers Requirements	v2
PCI	Pre-Construction Information Pack	v1

Consultant Name : Holland and Green		Project Ref : 0611
	Drawings :	
	as document issue sheet	v1
	With the following Adjustments:	
	Drawing 421-104 is External Door Type Schedule 2/2	T2
	Drawing 421-105 is Window and Rooflights	T2
	Additional Drawing:	
421-107	Sanitary Ware Schedule	T2

Consultant Name : LKA Structures Ltd		Project Ref : 077
	Drawings :	
	as document issue sheet	v1
	Specifications :	
	as document issue sheet	#

Consultant Name : PSB Consulting Engineers (Oxford) Ltd		Project Ref : 1259.01
	Drawings :	
	as document issue sheet	v1
	Specifications :	
	as document issue sheet	#



DRAWING REGISTER

ame Cricket Club

Job no
Stage

J000611
Tender

distribution																			
role	name & company				issued														
Client	Matt Swain, Angus Lachlan, Alastair Thomas				•		•												
PROJECT MANAGER	Simon Keen / Ridge				•		•												
Civil Engineer					•		•												
Structural Engineer	Lindsay Ashby				•		•												
Mechanical Engineer	Paul Baily				•		•												
Electrical Engineer	Alan Barnes				•		•												
Services Engineer																			
Building Inspector	Huw Davies					•													
Interior Designer																			
Landscape Architect																			
Contractor																			

purpose of issue																			
A=Approval, I=Information, C=Construction, R=Record		A	A	A															

format	PDF	DWG																	
	•	•	•																

date	day	month	year																
	02	05	22																
	06	06	06																
	17	17	17																

Series	Drawing No.	Document title	Size	scale															
BIMx MODEL																			
IFC Model																			
410 GENERAL ARRANGEMENT AS EXISTING																			
	410-100	Location Plan	A4	1:1250	T1		T2												
	410-101	Existing Site Plan	A1	1:200	T1		T2												
	410-102	Ground and First floor	A1	1:50	T1		T2												
411 EXISTING ELEVATIONS AS EXISTING																			
	411-100	Front & Rear Elevations	A1	1:50	T1		T2												
	411-101	Right & Left Elevations	A1	1:50	T1		T2												
412 GENERAL ARRANGEMENT AS PROPOSED																			
	412-100	Site Phasing Plan	A1	Vary	T1	T1	T2												
	412-101	Archaeological dig location plan	A1	1:100	T1	T1	T2												
	412-102	Site_Landscaping plan	A1	1:200	T1	T1	T2												
	412-103	Ground Floor	A1	1:50	T1	T1	T2												
	412-104	First Floor	A1	1:50	T1	T1	T2												
	412-105	Roof Plan	A1	1:50	T1	T1	T2												
	412-106	Fire strategy - GF	A1	1:50	T1	T1	T2												
	412-107	Fire strategy - FF	A1	1:50	T1	T1	T2												
	412-108	Floor Finish - GF	A1	1:50	T1	T1	T2												
	412-109	Floor Finish - FF	A1	1:50	T1	T1	T2												
	412-110	Setting out - Site plan	A1	1:200	T1	T1	T2												
	412-111	Setting out - GF	A1	1:50	T1	T1	T2												
	412-112	Setting out - FF	A1	1:50	T1	T1	T2												



DRAWING REGISTER

ame Cricket Club

Job no
Stage

J000611
Tender

distribution														
role	name & company		issued											
Client	Matt Swain, Angus Lachlan, Alastair Thomas		•		•									
PROJECT MANAGER	Simon Keen / Ridge		•		•									
Civil Engineer			•		•									
Structural Engineer	Lindsay Ashby		•		•									
Mechanical Engineer	Paul Baily		•		•									
Electrical Engineer	Alan Barnes		•		•									
Services Engineer														
Building Inspector	Huw Davies			•										
Interior Designer														
Landscape Architect														
Contractor														

purpose of issue														
A=Approval, I=Information, C=Construction, R=Record		A	A	A										

format	PDF	DWG												
	•	•	•											

date	day	month	year												
	02	05	22												
	06	06	06												
	17	17	17												

Series	Drawing No.	Document title	Size	scale												
413 PROPOSED ELEVATIONS																
	413-100	Front & Rear Elevations	A1	1:50	T1	T1	T2									
	413-101	Right & Left Elevations	A1	1:50	T1	T1	T2									
415 PROPOSED SECTIONS																
	414-100	General Section	A1	Vary	T1	T1	T2									
	414-101	General Section	A1	Vary	T1	T1	T2									
420 ROOM DATA SHEET																
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	420-101	Room data sheet 2/2	A1	N/A	T1		T2									
421 SCHEDULES																
	421-100	Int Door Sch. 1	A1	N/A	T1		T2									
	421-101	Int Door Sch. 2	A1	N/A	T1		T2									
	421-102	Int Door Sch. 3	A1	N/A	T1		T2									
	421-103	Ext Door Sch.	A1	N/A	T1		T2									
	421-104	Window and RL	A1	N/A	T1		T2									
	421-105	Sanitary Ware 1	A1	N/A	T1		T2									
	421-106	Sanitary Ware 1	A1	N/A	T1		T2									

[illegible]

Document Issue Sheet

Project Name: Thame Cricket Club
M&E Services

Project Ref: 1259.01

**PSB Consulting
Engineers
(Oxford) Ltd**

Date of Issue		09.05.17	11.05.17	26.05.17	21.06.17			
Document Name	Doc Ref							
Ground Floor Proposed Heating & Ventilation Layout	M001	P	P	T	T			
First Floor Proposed Heating & Ventilation Layout	M002	P	P	T	T			
Ground Floor Proposed Domestic Water Services & Above Ground Drainage Layout	M003	P	P	T	T			
First Floor Proposed Domestic Water Services & Above Ground Drainage Layout	M004	P	P	T	T			
First Floor Proposed Reduced Scheme Mechanical Services	M005			T	T			
Mechanical Services Specification	MSS			T	T			
Ground Floor Proposed LV & Containment Layout	E001	P	P	T	T			
First Floor Proposed LV & Containment Layout	E002		P	T	T			
Ground Floor Proposed Small Power & Comms Layout	E003	P	P	T	T			
First Floor Proposed Small Power & Comms Layout	E004	P	P	T	T			
Ground Floor Proposed Lighting Layout	E005		P	T	T			
First Floor Proposed Lighting Layout	E006		P	T	T			
Ground Floor Proposed Auxillary Services Layout	E007	P	P	T	T			
First Floor Proposed Auxillary Services Layout	E008	P	P	T	T			
First Floor Proposed Reduced Scheme Design Layout	E009			T	T			
Electrical Services Specification	EES			T	T			
Room Schedule Property Values	/	P	P					
Proposed Mechanical & Electrical Services Site Plan					T			
Issue Format		E	E	E	E			
Number of Copies		\	\	\	\			
Issued By		PSB	PSB	PSB	PSB			

Distribution

Issued To:	Organisation:							
Mr Ben Holland	Holland & Green	√	√	√	√			
Ms Kyae Lee	Holland & Green	√	√	√	√			
Mr Simon Keen	Ridge & Partners	√	√	√	√			
Ms Lindsay Ashby	LKA Structures	√	√	√	√			
Mr Alastair Thomas	Thame Cricket Club		√	√	√			
Mr Angus Lachlan	Thame Cricket Club		√	√	√			

Reason for Issue:

P: Preliminary Issue; T: Tender Issue; Ct: Contract Issue; Cn Construction Issue

Issue Format:

E: Email: CD: CD/DVD: U: Upload: P: Paper Copy

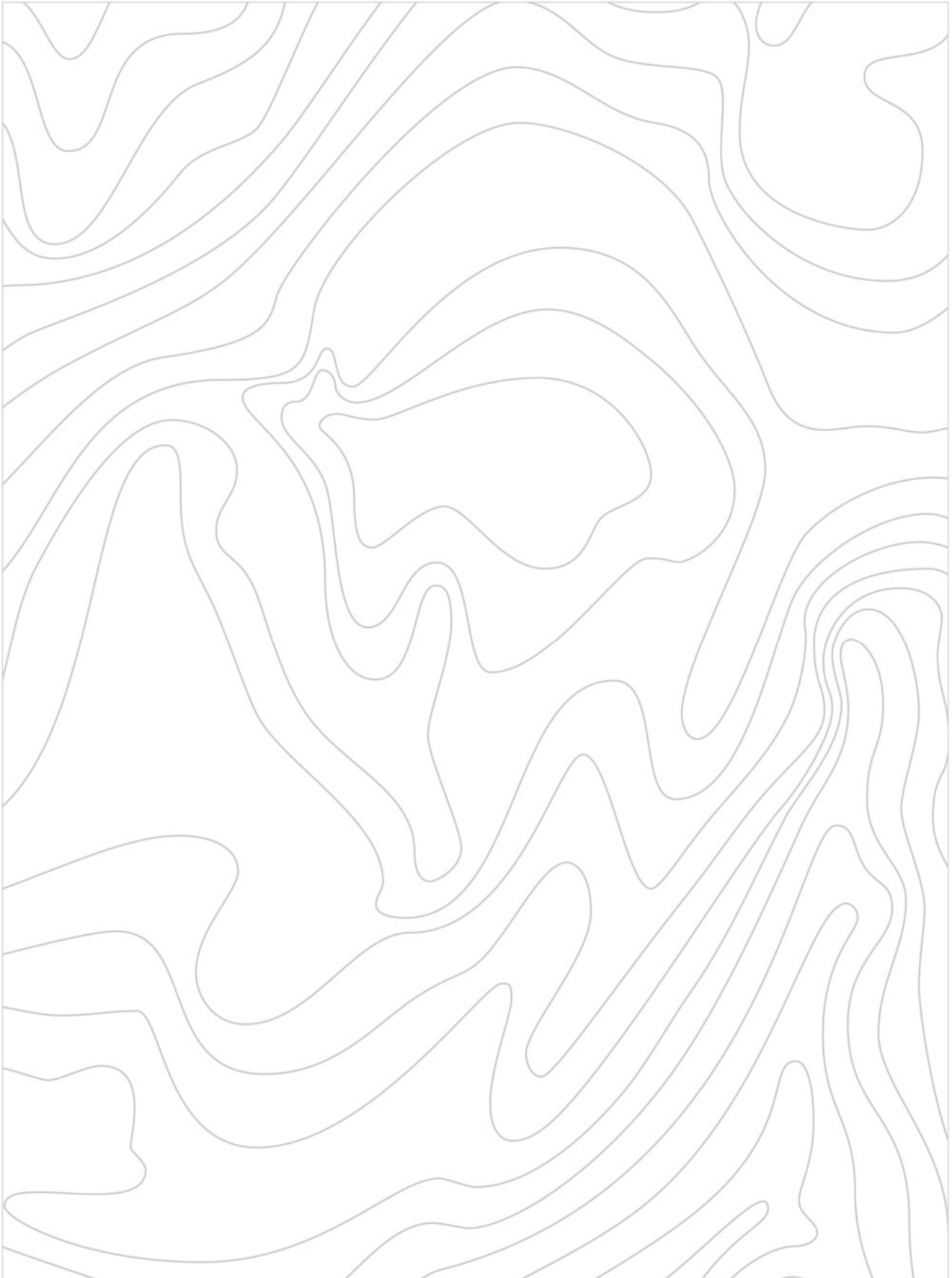
PSB Consulting Engineers (Oxford) Ltd

Suite 4, Merchant House, 5 East St Helen Street, Abingdon, Oxfordshire, OX14 5EG

Tel: 01235 428625, Email: info@psbconsulting.co.uk

PSB Consulting Engineers (Oxford) Ltd; Registered Office: 10 Broad Street, Abingdon, Oxfordshire, OX14 3LH
Company Registered In England & Wales - Company Number 07871403

B. CONTRACT CONDITIONS



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Recitals

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- Article 2: Contract Sum
- Article 3: Employer's Agent
- Article 4: Employer's Requirements and Contractor's Proposals
- Article 5: Principal Designer
- Article 6: Principal Contractor
- Article 7: Adjudication
- Article 8: Arbitration
- Article 9: Legal proceedings

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Part 2

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Insurance Option B

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Part 2: Third Party Rights for a Funder

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Part 3: Retention Bond

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Agreement

This Agreement is made the _____ 20____

Between

The Employer Thame Town Council

of Town Hall

High Street

Thame

OX9 3DP

And

The Contractor _____

(Company No. _____)^[1]

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 Design and Build Contract Guide.

Recitals

Whereas

- First** the Employer wishes to have the design and construction of the following work carried out^[2]:
- Construction of new two storey cricket pavilion, together with associated external works;
demolition of the existing cricket pavilion and extension of the adjacent car park
- at
- Church Meadow, Church Rd, Thame OX9 3AJ ('the Works')
- and the Employer has supplied to the Contractor documents showing and describing or otherwise stating his requirements ('the Employer's Requirements');
- Second** 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 Works ('the Contractor's Proposals'); and
 - an analysis of the Contract Sum ('the Contract Sum Analysis');
- Third** the Employer has examined the Contractor's Proposals and, subject to the Conditions, is satisfied that they appear to meet the Employer's Requirements^[3];
- Fourth** 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;
- Fifth** the division of the Works into Sections is shown in the Employer's Requirements or in such other documents as are identified in the Contract Particulars^[4];
- Sixth** the Contract is not supplemented by a Framework Agreement;
- Seventh** whether any of Supplemental Provisions 1 to 10 apply is stated in the Contract Particulars;

^[2] State nature and location of intended works.

^[3] 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.

^[4] Delete the Fifth 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 complete the design for the Works and carry out and complete the construction of 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: Employer's Agent

For the purposes of this Contract the Employer's Agent is

Ridge & Partners LLP

of

The Cowyards, Blenheim Park, Oxford Road, Woodstock, OX20 1QR

or such other person as the Employer nominates in his place. Save to the extent that the Employer may otherwise specify by notice to the Contractor, the Employer's Agent shall have full authority to receive and issue applications, consents, instructions, notices, requests or statements and otherwise to act for the Employer under any of the Conditions.

Article 4: Employer's Requirements and Contractor's Proposals

The Employer's Requirements, the Contractor's Proposals and the Contract Sum Analysis are those referred to in the Contract Particulars.

Article 5: Principal Designer

The Principal Designer for the purposes of the CDM Regulations is

Ridge & Partners LLP

of

The Cowyards, Blenheim Park, Oxford Road, Woodstock, OX20 1QR

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 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^[6].

Article 8: Arbitration

Not applicable.

Article 9: Legal proceedings^[7]

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.

DRAFT

^[6] 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 Design and Build Contract Guide.

^[7] 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 1.11 and Schedule 5 Parts 1 and 2).

Contract Particulars

Note: An asterisk * indicates where selection has been or should have been made.

Clause etc.	Subject	
Fourth Recital and clause 4.5	Construction Industry Scheme (CIS)	* Employer at the Base Date is a 'contractor' for the purposes of the CIS
Fifth Recital	Description of Sections (if any) <i>(If not shown or described in the Employer's Requirements, state the reference numbers and dates or other identifiers of documents in which they are shown.)</i> ^[8]	<u>Refer to the Employers Requirements</u>
Seventh Recital and Part 1 of Schedule 2	Supplemental Provisions – Part 1 <i>(Where neither entry against one of Supplemental Provisions 1 to 3 below is deleted, that Supplemental Provision <u>does not</u> apply.)</i>	
	Named Sub-Contractors	* Supplemental Provision 1 does not apply
	Valuation of Changes – Contractor's estimates	* does not apply
	Loss and expense – Contractor's estimates	* Supplemental Provision 3 does not apply
Seventh Recital and Part 2 of Schedule 2	Supplemental Provisions ^[9] – Part 2 <i>(Where neither entry against one of Supplemental Provisions 4 to 10 below is deleted, that Supplemental Provision applies.)</i>	
	Acceleration Quotation	* Supplemental Provision 4 does not apply
	Collaborative working	* Supplemental Provision 5 applies
	Health and safety	* Supplemental Provision 6 applies
	Cost savings and value improvements	* Supplemental Provision 7 applies

^[8] 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.

^[9] Supplemental Provision 11 (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 12 (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.

	Sustainable development and environmental considerations	* Supplemental Provision 8 does not apply
	Performance Indicators and monitoring	* Supplemental Provision 9 does not apply
	Notification and negotiation of disputes	* Supplemental Provision 10 applies
	Where Supplemental Provision 10 applies, the respective nominees of the Parties are	Employer's nominee <u>Graham Hunt</u> Contractor's nominee or such replacement as each Party may notify to the other from time to time
Article 4	Employer's Requirements (State reference numbers and dates or other identifiers of the relevant documents.) ^[9]	<u>As defined as Employers Requirements documents in the schedule appended to this Contract</u>
Article 4	Contractor's Proposals (State reference numbers and dates or other identifiers of the relevant documents.) ^[9]	<u>As defined as Contractor's Proposal documents in the schedule appended to this Contract</u>
Article 4	Contract Sum Analysis (State reference numbers and dates or other identifiers of the relevant documents.) ^[9]	<u>As defined as the Contract Sum Analysis in the schedule appended to this Contract</u>
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.) ^[10]	* Article 8 and clauses 9.3 to 9.8 (Arbitration) do not apply
1.1	Base Date	<u>10 days before the tender return date</u>
1.1	BIM Protocol (where applicable) (State title, edition, date or other identifiers of the relevant documents.)	Not applicable
1.1	Sections: Dates for Completion of Sections ^[11]	<u>Section 1 - New Cricket Pavilion - together with some works to the first floor and associated hardstandings from the Thame Barns Centre gates to the front of the new</u>

^[9] 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.

^[10] 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 Design and Build Contract Guide. See also footnote [7].

^[11] 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.

pavilion: 13 April 2018

Section 2 - Remaining Areas: 13 July 2018

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.)^[12]

Employer Town Hall, High Street, Thame,
OX9 3DP

Contractor to be inserted

2·3 Sections: Dates of Possession of Sections^[11]

Section 1 - Areas excluding existing pavilion
building, associated maintenance shed, walls
and work to Thame Barn Centre Car Park: 18
September 2017

Section 2 - Existing cricket pavilion and
associated Maintenance shed and Walls: 30
April 2018

Section 3 - Thames Barns Centre car park
area: 18 June 2018

2·4 Sections: deferment of possession of Sections

* Clause 2·4
applies

Maximum period of deferment (if less than 6
weeks) is^[11]

Section 1: 6 weeks

Section 2: 6 weeks

Section 3: 6 weeks

2·17·3 Limit of Contractor's liability for loss of use etc. (if
any)

£5,000,000

2·29·2 Sections: rate of liquidated damages for each
Section^[11]

Section 1 - New Cricket Pavilion - together
with some works to the first floor and
associated hardstandings from the Thame
Barns Centre gates to the front of the new
pavilion: £1,000.00 per per week or part
thereof

Section 2 - Remaining Areas : £1,000.00 per

^[12] As to service of notices etc. outside the United Kingdom, see the Design and Build Contract Guide.

^[11] 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.

per week or part thereof

2-34

Sections: Section Sums^[11]

Section 1 - New Cricket Pavilion - together with some works to the first floor and associated hardstandings from the Thame Barns Centre gates to the front of the new pavilion: £to be inserted

Section 2 - Remaining Areas : £to be inserted

2-35

Sections: Rectification Periods^[11]
(If no other period is stated, the period is 6 months.)

Section 1 - New Cricket Pavilion - together with some works to the first floor and associated hardstandings from the Thame Barns Centre gates to the front of the new pavilion : twelve months

Section 2 - Remaining Areas : twelve months

from the date of practical completion of each Section

4-2, 4-12 and 4-13

Fluctuations Provision^[13]
(Unless another option or entry is selected, JCT Fluctuations Option A applies.)

- * ~~JCT Fluctuations Option A applies/~~
- * ~~JCT Fluctuations Option B applies/~~
- * ~~JCT Fluctuations Option C applies^[14]/~~
- * no Fluctuations Provision applies/
- * the following Fluctuations Provision applies

4-7-1

Method of payment – alternatives^[17]
(If no Alternative is selected, Alternative B applies.)

- * ~~by stages in accordance with Alternative A (clause 4-12)/~~
- * periodically in accordance with Alternative B (clause 4-13)

4-7-2

Interim Payments – Interim Valuation Dates
(The dates apply for each Alternative; if no date is stated, the first Interim Valuation Date is one month after the Date of Possession.)

The first Interim Valuation Date is
Date to be agreed to be no more than one month after the date of possession of section 1 works
and thereafter the same date in each month

^[11] 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.

^[13] Unless the Fluctuations Provision is to be JCT Fluctuations Option A (set out in Schedule 7), delete all but one of the asterisked choices. JCT Fluctuations Options B and C are no longer included in JCT contract documents but continue to be available on the JCT website www.jcttd.co.uk. If an alternative fluctuation or cost adjustment formula is to be used, the document(s) in which it is contained should be identified here.

^[14] JCT Fluctuations Option C can only operate if a schedule to which rule 11b of the Formula Rules refers is included in the Contract Documents.

^[17] Delete whichever Alternative is not applicable. Where Interim Payments are to be made by stages (including by quantity of units and sub-units completed) make the appropriate entries or prepare and insert a separate schedule of cumulative stage values.

or the nearest Business Day in that month^[19]

4.15.4	Listed Items – uniquely identified (Delete the entry if no bond is required.)	* No bond is required for Listed Items uniquely identified.
4.15.5	Listed Items – not uniquely identified (Delete the entry if clause 4.15.5 does not apply.)	* No bond is required for Listed Items not uniquely identified.
4.18.1	Retention Percentage (The percentage is 3 per cent unless a different rate is stated; if no retention is required, insert 'Nil' or '0'.)	<u>five per cent</u>
5.5	Daywork	The Percentage Additions to each section of the prime cost or, if they apply in respect of labour, the All-Inclusive Rates, are set out in the following document ^[8] <u>to be inserted</u>
6.4.1	Contractor's Public Liability insurance: injury to persons or property – the required level of cover is not less than	<u>£10,000,000.00</u> for any one occurrence or series of occurrences arising out of one event
6.5.1	Insurance – liability of Employer	Minimum amount of indemnity for any one occurrence or series of occurrences arising out of one event ^[20] <u>£10,000,000.00</u>
6.7 and Schedule 3	Works insurance – Insurance Option applicable is	Schedule 3: * Insurance Option A applies/ * Insurance Option B applies/ * Insurance Option C applies
	Percentage to cover professional fees (If no other percentage is stated, it shall be 15 per cent.)	<u>15 per cent</u>
	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)	<u>to be inserted</u>
6.10 and Schedule 3	Terrorism Cover – details of the required cover (Unless otherwise stated, Pool Re Cover is required.) ^[22]	are set out in the following document(s) <u>Pool Re cover is required</u>

^[19] The first Interim Valuation Date should not be more than one month after the Date of Possession.

^[8] 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.

^[20] Insert an amount where it is stated in the Employer's Requirements that insurance under clause 6.5.1 is required. 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.

^[22] 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 Design and Build Contract Guide.

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.)

Amount of indemnity required relates to claims or series of claims arising out of one event

(If no amount is stated, insurance under clause 6.15 shall not be required.)

and is
£5,000,000.00

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.)

* is required, with a sub-limit of indemnity of
£1,000,000.00

Expiry of required period of 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.)

* 12 years

6.17

Joint Fire Code

* The Joint Fire Code does not apply^[23]

7.2

Assignment/grant by Employer of rights under clause 7.2
(If neither entry is deleted, clause 7.2 applies.)

* Clause 7.2 applies

*Sections: rights under clause 7.2
(If clause 7.2 applies, amend the entry if rights under that clause are to apply to certain Sections only.)*

* Rights under clause 7.2 apply to each Section

7.3.1

Performance bond or guarantee from bank or other approved surety^[24]
(If this entry is not completed or the required form is not specified, a performance bond or guarantee is not required.)

* is required

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

Refer to Appendix D of the Employers Requirements

Initial value

ten 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

* the date of practical completion of the Works

^[23] Where Insurance Option A applies these entries are made on information supplied by the Contractor.

^[24] 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.

(If no entry is selected, the date shall be the date of practical completion of the Works.)

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.)

50 per cent

7-3-2 Guarantee from the Contractor's parent company * is not required

7-4 Third Party Rights and 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, either as third party rights or by collateral warranties ('Rights Particulars') are set out in the following document^[25]
(State reference number and date or other identifier of the relevant document.)

Refer to Appendix D of the Employers Requirements

8-9-2 Period of suspension
(If none is stated, the period is 2 months.)

2 months

8-11-1-1 to 8-11-1-6 Period of suspension
(If none is stated, the period is 2 months.)

2 months

9-2-1 Adjudication^[26] The Adjudicator is

Nominating body – where no Adjudicator is named or where the named Adjudicator is unwilling or unable to act (whenever that is established)^[27]
(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.)

- * ~~Royal Institute of British Architects~~
- * The Royal Institution of Chartered Surveyors
- * ~~constructionadjudicators.com~~^[28]
- * ~~Association of Independent Construction Adjudicators~~^[29]
- * ~~Chartered Institute of Arbitrators~~

^[25] The relevant Rights Particulars should identify the beneficiaries (by name, class or description) and the sub-contractors who are also required to grant rights, specify whether rights are to be granted at each level as Third Party Rights or 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 rights or warranties that are to be given. A Model Form for the Rights Particulars is included in the Design and Build Contract Guide and is also available on the JCT website www.jctltd.co.uk. In the case of third party rights the relevant limits and details required for the purposes of the respective parts of Schedule 5 of this Contract and Schedule 6 of the Design and Build Sub-Contract are the same as those required for the purposes of the Warranty Particulars for the corresponding Collateral Warranty (CWa/P&T, CWa/F, SCWa/P&T, SCWa/F or SCWa/E). Directions may be needed as to mode of execution of sub-contracts and/or collateral warranties by relevant sub-contractors. See also the Design and Build Contract Guide.

^[26] 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.

^[28] constructionadjudicators.com is a trading name of Contractors Legal Grp Ltd.

^[27] Delete all but one of the nominating bodies asterisked.

^[29] 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.

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 Design and Build 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.

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.

*Execution as a Deed***Executed as a Deed by the Employer**

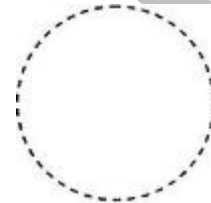
namely ¹ Thame Town Council

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

in the presence of

Signature ~~Director~~Council Member

Signature ~~Company~~
~~Secretary/Director~~Council
Member



[Common seal of company]

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

*Execution as a Deed***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_____
Director_____
Signature_____
Company Secretary/Director

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

Conditions

Section 1 Definitions and Interpretation

Definitions

- 1.1** Unless the context otherwise requires or the Agreement or these Conditions specifically provide otherwise, the following words and phrases, where they appear in capitalised form in the Agreement or these Conditions, shall have the meanings stated or referred to below:

<i>Word or phrase</i>	<i>Meaning</i>
Acceleration Quotation:	a quotation by the Contractor for an acceleration in the carrying out of the Works or a Section made under Supplemental Provision 4 .
Adjudicator:	an individual appointed under clause 9-2 as the Adjudicator.
Agreement:	the Agreement to which these Conditions are annexed, including its Recitals, Articles and Contract Particulars.
All Risks Insurance:	see clause 6-8 .
Arbitrator:	an individual appointed under clause 9-4 as the Arbitrator.
Article:	an article in the Agreement .
Base Date:	the date stated as such date in the Contract Particulars (against the reference to clause 1-1) ^[32] .
BIM Protocol:	(where applicable) the document identified as such in the Contract Particulars (against the reference to clause 1-1).
Business Day:	any day which is not a Saturday, a Sunday or a Public Holiday.
C-1 Replacement Schedule:	(where applicable) the insurance schedule and/or other documents identified as such in the Contract Particulars (against the reference to clause 6-7 and Schedule 3).
CDM Regulations:	the Construction (Design and Management) Regulations 2015.
Change:	see clause 5-1 .
Completion Date:	the Date for Completion of the Works or of a Section as stated in the Contract Particulars or such other date as is fixed either under clause 2-25 or by a Pre-agreed Adjustment.
Conditions:	the clauses set out in sections 1 to 9 of these Conditions, together with and including the Schedules hereto.
Confirmed Acceptance:	the Employer's instruction under Supplemental Provision 4 confirming acceptance of an Acceleration Quotation.

^[32] The Base Date is relevant (inter alia) to clause 2-15-2-1 (changes in Statutory Requirements) and the JCT Fluctuations Options and it helps to determine the edition/issue and/or version of documents relevant to this Contract, e.g. definitions of the prime cost of daywork (clause 5-5).

Construction Industry Scheme (or 'CIS'):	see the Fourth Recital .
Construction Phase Plan:	the plan referred to in regulation 2 of the CDM Regulations, including any updates and revisions.
Consultants:	see clause 7.4 .
Contract Documents:	the Agreement and these Conditions, together with the Employer's Requirements, the Contractor's Proposals, the Contract Sum Analysis and (where applicable) the BIM Protocol.
Contract Particulars:	the particulars in the Agreement and there described as such, including the entries made by the Parties.
Contract Sum:	the sum stated in Article 2 .
Contract Sum Analysis:	see the Second Recital and the Contract Particulars .
Contractor:	the person named as Contractor in the Agreement .
Contractor's Design Documents:	the drawings, details and specifications of materials, goods and workmanship and other related documents and information prepared by or for the Contractor in relation to the design of the Works (including such as are contained in the Contractor's Proposals), together, where applicable, with any other design documents or information to be provided by him under the BIM Protocol.
Contractor's Persons:	the Contractor's employees and agents, all other persons employed or engaged on or in connection with the Works or any part of them and any other person properly on the site in connection therewith, excluding the Employer, Employer's Persons and any Statutory Undertaker.
Contractor's Proposals:	see the Second Recital and the Contract Particulars .
Date for Completion:	the date stated as such date in the Contract Particulars (against the reference to clause 1.1) in relation to the Works or a Section.
Date of Possession:	the date stated as such date in the Contract Particulars (against the reference to clause 2.3) in relation to the Works or a Section.
Design Submission Procedure:	such procedure as is specified by the BIM Protocol or, where that is not applicable, the procedure set out in Schedule 1 , subject to any modifications of that procedure specified in the Contract Documents.
Development Control Requirements:	any statutory provisions and any decision of a relevant authority thereunder which control the right to develop the site.
Employer:	the person named as Employer in the Agreement .
Employer Rights:	any rights in favour of the Employer to be granted by sub-contractors in accordance with the Rights Particulars, either by way of third party rights or JCT collateral warranty SCWa/E.
Employer's Agent:	see Article 3 .
Employer's Final Statement:	the final statement prepared by or on behalf of the Employer pursuant to clause 4.24.4 .
Employer's Persons:	all persons employed, engaged or authorised by the Employer, excluding the Contractor, Contractor's Persons, and any Statutory Undertaker but including any such third party as is referred to in clause 3.15.2.
Employer's Requirements:	see the First Recital and the Contract Particulars .

Excepted Risks:	see clause 6.8 .
Existing Structures:	any and all existing structures within which the Works or part of them are to be executed or to which they are to form an extension, together with any Section for which a Section Completion Statement has been issued and, as from the Relevant Date, any Relevant Part taken into possession under clause 2.30.
Final Payment Notice:	see clause 4.8 .
Final Statement:	see clauses 1.8 and 4.24 .
Finance Agreement:	the agreement between the Funder and the Employer for the provision of finance for the Works.
Fluctuations Provision:	the provision (if any) specified by the Contract Particulars (against the reference to clauses 4.2, 4.12 and 4.13).
Funder:	the person named or otherwise sufficiently identified as such (whether by class or description) in or by the Rights Particulars and in respect of whom the Employer gives notice under clause 7B.1 .
Funder Rights:	the rights in favour of the Funder to be granted by the Contractor as third party rights under Part 2 of Schedule 5 or by JCT collateral warranty CWa/F or those to be granted by sub-contractors in accordance with the Rights Particulars.
Gross Valuation:	see clauses 4.12 and 4.13 .
Insolvent:	see clause 8.1 .
Insurance Options A, B and C:	the provisions relating to insurance of the Works and (where applicable) Existing Structures set out in Schedule 3 .
Interest Rate:	a rate 5% per annum above the official bank rate of the Bank of England current at the date that a payment due under this Contract becomes overdue.
Interim Payment:	any of the payments to which clause 4.7 and the Contract Particulars refer.
Interim Payment Application:	see clause 4.7 .
Interim Valuation Date:	each date as specified by the Contract Particulars (against the reference to clause 4.7.2).
Joint Fire Code:	the Joint Code of Practice on the Protection from Fire of Construction Sites and Buildings Undergoing Renovation, published by Construction Industry Publications Ltd and the Fire Protection Association, current at the Base Date.
Joint Names Policy:	see clause 6.8 .
Listed Items:	materials, goods and/or items prefabricated for inclusion in the Works which are listed as such items by the Employer in a list supplied to the Contractor and annexed to the Employer's Requirements.
Local or Public Authority:	a body that is a 'contracting authority' as defined by the PC Regulations.
Named Sub-Contractor:	see Supplemental Provision 1 .
Non-Completion Notice:	see clause 2.28 .
Notice of Completion of	see clause 2.36 .

Making Good:	
P&T Rights:	the rights in favour of a Purchaser or Tenant to be granted by the Contractor as third party rights under Part 1 of Schedule 5 or by JCT collateral warranty CWa/P&T or those to be granted by sub-contractors in accordance with the Rights Particulars.
Parties:	the Employer and the Contractor together.
Party:	either the Employer or the Contractor.
Pay Less Notice:	see clauses 4.9.5 and 4.10.1 .
Payment Notice:	see clause 4.7.5 .
PC Regulations:	the Public Contracts Regulations 2015.
Practical Completion Statement:	see clause 2.27 .
Pre-agreed Adjustment:	see clause 2.23.2 .
Principal Contractor:	the Contractor or other contractor named in Article 6 or any successor appointed by the Employer.
Principal Designer:	the Contractor or other person named in Article 5 or any successor appointed by the Employer.
Provisional Sum:	a provisional sum for work included in the Employer's Requirements.
Public Holiday:	Christmas Day, Good Friday or a day which under the Banking and Financial Dealings Act 1971 is a bank holiday. ^[33]
Purchaser:	any person named or otherwise sufficiently identified as such (whether by class or description) in or by the Rights Particulars to whom the Employer transfers or agrees to transfer his interest in all or part of the Works.
Recitals:	the recitals in the Agreement .
Rectification Period:	the period stated as such period in the Contract Particulars (against the reference to clause 2.35) in relation to the Works or (where applicable) a Section.
Relevant Date:	see clause 2.30 .
Relevant Event:	see clause 2.26 .
Relevant Matter:	see clause 4.21 .
Relevant Omission:	see clause 2.23.3 .
Relevant Part:	see clause 2.30 .
Retention:	see clauses 4.14 and 4.16 to 4.18 .
Retention Percentage:	the percentage stated in the Contract Particulars (against the reference to clause 4.18.1).
Rights Particulars:	see clause 7.4 and the Contract Particulars for that clause.
Scheme:	Part 1 of the Schedule to The Scheme for Construction Contracts

^[33] Amend as necessary if different Public Holidays are applicable.

(England and Wales) Regulations 1998.

Sections: (where applicable) the Sections into which the Works have been divided, as referred to in the **Fifth Recital** and the **Contract Particulars**.

Section Completion Statement: see **clause 2-27-2**.

Section Sum: see **clause 2-34** and the **Contract Particulars**.

Site Materials: all unfixed materials and goods delivered to and placed on or adjacent to the Works which are intended for incorporation therein.

Specified Perils: see **clause 6-8**.

Statutory Requirements: any statute, statutory instrument, regulation, rule or order made under any statute or directive having the force of law which affects the Works or performance of any obligations under this Contract and any regulation or bye-law of any local authority or statutory undertaker which has any jurisdiction with regard to the Works or with whose systems the Works are, or are to be, connected, including Development Control Requirements.

Statutory Undertaker: any local authority or statutory undertaker where executing work solely in pursuance of its statutory obligations, including any persons employed, engaged or authorised by it upon or in connection with that work.

Tenant: any person named or otherwise sufficiently identified as such (whether by class or description) in or by the Rights Particulars to whom the Employer grants or agrees to grant a leasehold interest in all or part of the Works.

Terrorism Cover: see **clause 6-8**.

Valuation: a valuation in accordance with the Valuation Rules, pursuant to **clause 5-2**.

Valuation Rules: see **clauses 5-4 to 5-7**.

VAT: Value Added Tax.

Works: the works briefly described in the **First Recital**, as more particularly shown, described or referred to in the Contract Documents, including any changes made to those works in accordance with this Contract.

Works Insurance Policy: the Joint Names Policy or policies covering the Works and Site Materials to be effected and maintained under whichever of Insurance Options A, B or C applies under this Contract.

Interpretation

Reference to clauses etc.

- 1-2** Unless otherwise stated, a reference in the Agreement or in these Conditions to a clause or Schedule is to that clause in or Schedule to these Conditions and, unless the context otherwise requires, a reference in a Schedule to a paragraph is to that paragraph of that Schedule.

Agreement etc. to be read as a whole

- 1-3** The Agreement and these Conditions are to be read as a whole. Nothing contained in any other Contract Document or any Framework Agreement, irrespective of their terms, shall override or modify the Agreement or these Conditions.

Headings, references to persons, legislation etc.

1.4 In the Agreement and these Conditions, unless the context otherwise requires:

- 1 the headings, notes and footnotes are included for convenience only and shall not affect the interpretation of this Contract;
- 2 the singular includes the plural and vice versa;
- 3 a gender includes any other gender;
- 4 a reference to a 'person' includes any individual, firm, partnership, company and any other body corporate;
- 5 a reference to a statute, statutory instrument or other subordinate legislation ('legislation') is to such legislation as amended and in force from time to time, including any legislation which re-enacts or consolidates it, with or without modification, and including corresponding legislation in any other relevant part of the United Kingdom; and
- 6 references to documents shall, where there is a BIM Protocol or other protocol relating to the supply of documents or information, be deemed to include information in a form or medium conforming to that protocol.

Reckoning periods of days

- 1.5 Where under this Contract an act is required to be done within a specified period of days after or from a specified date, the period shall begin immediately after that date. Where the period would include a day which is a Public Holiday that day shall be excluded.

Contracts (Rights of Third Parties) Act 1999

- 1.6 Other than such rights of any Purchasers, Tenants and/or Funder as take effect pursuant to clauses 7A and/or 7B, nothing in this Contract confers or is intended to confer any right to enforce any of its terms on any person who is not a party to it.

Notices and other communications

- 1.7
- 1 Any notice or other communication between the Employer (or Employer's Agent) and the Contractor that is expressly referred to in the Agreement or these Conditions (including, without limitation, each application, approval, consent, confirmation, counter-notice, decision, instruction or other notification) shall be in writing.
 - 2 Subject to clause 1.7.4, each such notice or other communication and any documents to be supplied may or (where so required) shall be sent or transmitted by the means (electronic or otherwise) and in such format as the Parties have agreed or may from time to time agree in writing for the purposes of this Contract.^[34]
 - 3 Subject to clauses 1.7.2 and 1.7.4, any notice, communication or document may be given or served by any effective means and shall be duly given or served if delivered by hand or sent by pre-paid post to:
 - 1 the recipient's address stated in the Contract Particulars, or to such other address as the recipient may from time to time notify to the sender; or
 - 2 if no such address is then current, the recipient's last known principal business address or (where a body corporate) its registered or principal office.
 - 4 Any notice expressly required by this Contract to be given in accordance with this clause 1.7.4 shall be delivered by hand or sent by Recorded Signed for or Special Delivery post. Where sent by post in that manner, it shall, subject to proof to the contrary, be deemed to have been received on the second Business Day after the date of posting.
 - 5 If in an emergency any communication is made orally with respect to health and safety, risk of damage to property or insurance matters, written confirmation of it shall be sent as soon thereafter as is reasonably practicable.

^[34] In cases where there is no BIM Protocol, the Parties should agree a communications protocol on or before entering into the Contract, or as soon thereafter as is practicable, covering e.g. the medium or format to be used for the Design Submission Procedure (Schedule 1) if not stated in the Employer's Requirements or Contractor's Proposals. See the Design and Build Contract Guide.

Effect of Final Statement

- 1.8** ·1 As from the due date for the final payment specified in clause 4.24.5 and in addition to the effects referred to in clause 4.24.6, the Final Statement or, as the case may be, the Employer's Final Statement ('the relevant statement') shall, except as provided in clauses 1.8.2 and 4.24.6 (and save in respect of fraud), have effect in any proceedings under or arising out of or in connection with this Contract (whether by adjudication, arbitration or legal proceedings) as conclusive evidence that:
- 1 where and to the extent that any particular quality of any materials or goods or any particular standard of an item of workmanship was expressly described in the Employer's Requirements, or in any instruction issued by the Employer under these Conditions, to be for his approval, the particular quality or standard was to his reasonable satisfaction, but the relevant statement shall not be conclusive evidence that they or any other materials, goods or workmanship comply with any other requirement or term of this Contract;
 - 2 all and only such extensions of time, if any, as are due under clause 2.25 have been given; and
 - 3 the reimbursement of direct loss and/or expense, if any, due to the Contractor as agreed, ascertained or valued in accordance with these Conditions is in final settlement of all and any claims which the Contractor has or may have arising out of the occurrence of any Relevant Matters, whether such claim be for breach of contract, duty of care, statutory duty or otherwise.
- 2 The effects of the relevant statement specified in clauses 1.8.1 and 4.24.6 shall in relation to the subject matter of any adjudication, arbitration or other proceedings be suspended pending the conclusion of such proceedings, and shall thereafter be subject to the terms of any decision, award or judgment in and any settlement of those proceedings:
- 1 where those proceedings are commenced before or within 28 days after the date of issue of the relevant statement; or
 - 2 in the case of an adjudication commenced within the period referred to in clause 1.8.2.1 in which the Adjudicator gives his decision after the date of issue of the relevant statement, where arbitration or legal proceedings to determine the dispute or difference in question are commenced within 28 days of the date of that decision but not otherwise.
- 3 For the purposes of clause 1.8.2 any proceedings shall be treated as concluded if during any period of 12 months commencing on or after the issue of the relevant statement neither Party takes a further step in them.

Effect of payments other than payment of Final Statement

- 1.9** Save as stated in clause 1.8, no payment by the Employer shall of itself be conclusive evidence that any works, any materials or goods or any design to which it relates are in accordance with this Contract.

Consents and approvals

- 1.10** Where consent or approval of either Party is expressly required under these Conditions and is requested, such consent or approval shall not be unreasonably delayed or withheld, except in the case of either Party's consent under clause 7.1 the giving of which shall be at the sole discretion of the Party from whom it is sought.

Applicable law

- 1.11** This Contract shall be governed by and construed in accordance with the law of England.^[35]

^[35] Where the Parties do not wish the law applicable to this Contract to be the law of England appropriate amendments should be made.

Section 2 Carrying out the Works

Contractor's Obligations

General obligations

- 2.1**
- 1 The Contractor shall carry out and complete the Works in a proper and workmanlike manner and in compliance with the Contract Documents, the Construction Phase Plan and other Statutory Requirements and for that purpose shall complete the design for the Works including the selection of any specifications for the kinds and standards of the materials, goods and workmanship to be used in the construction of the Works so far as not described or stated in the Employer's Requirements or Contractor's Proposals, and shall give all notices required by the Statutory Requirements.
 - 2 The Contractor's obligation to the Employer to comply with the Statutory Requirements under clause 2.1.1 shall not apply to the extent that the relevant part or parts of the Employer's Requirements state specifically that the Employer's Requirements comply with the Statutory Requirements.
 - 3 The Contractor shall pass to the Employer all approvals received by the Contractor in connection with the Statutory Requirements.
 - 4 The Contractor shall comply with any instruction and be bound by any decision of the Employer issued or made under or pursuant to these Conditions and any such instruction or decision shall have effect except to the extent that it is varied by the Employer or under the dispute resolution procedures of this Contract.

Materials, goods and workmanship

- 2.2**
- 1 All materials and goods for the Works shall, so far as procurable, be of the kinds and standards described in the Employer's Requirements or, if not there specifically described, as described in the Contractor's Proposals or other Contractor's Design Documents. The Contractor shall not substitute any materials or goods so described without the Employer's consent which, if given, shall not relieve the Contractor of his other obligations.
 - 2 Workmanship for the Works shall be of the standards described in the Employer's Requirements or, if not there specifically described, as described in the Contractor's Proposals or other Contractor's Design Documents.
 - 3 The Contractor shall before carrying out the relevant work and/or ordering the relevant goods or materials provide the Employer with such samples of the standard of workmanship or the quality of the goods or materials which the Contractor intends to provide as are specifically referred to in the Employer's Requirements or in the Contractor's Proposals.
 - 4 The Contractor shall at the Employer's request provide him with reasonable proof that the materials and goods used comply with this clause 2.2.
 - 5 The Contractor shall take all reasonable steps to encourage Contractor's Persons to be registered cardholders under the Construction Skills Certification Scheme (CSCS) or qualified under an equivalent recognised qualification scheme.

Possession

Date of Possession – progress

- 2.3**
- On the Date of Possession possession of the site or, in the case of a Section, possession of the relevant part of the site shall be given to the Contractor who shall thereupon begin the construction of the Works or Section and regularly and diligently proceed with and complete the same on or before the relevant Completion Date. For Works insurance purposes the Contractor shall retain possession:
- 1 of the site and the Works up to and including the date of issue of the Practical Completion Statement; or
 - 2 of each Section and the relevant part of the site up to and including the date of issue of the Section Completion Statement for that Section and, in respect of any balance of the site, up to and including the date of issue of the Practical Completion Statement

and, subject to clause 2.30 and section 8, the Employer shall not be entitled to take possession of any part or parts of the Works or Section until such date.

Deferment of possession

- 2.4** If the Contract Particulars state that clause 2.4 applies in respect of the Works or a Section, the Employer may defer the giving of possession of the site or relevant part of it for a period not exceeding 6 weeks or lesser period stated in the Contract Particulars, calculated from the relevant Date of Possession.

Early use by Employer

- 2.5**
- 1 Notwithstanding clause 2.3, the Employer may, with the Contractor's consent, use or occupy the site or the Works or part of them, whether for storage or otherwise, before the date of issue of the Practical Completion Statement or relevant Section Completion Statement. Before the Contractor gives his consent to such use or occupation, the Party responsible for the Works Insurance Policy and/or, where there are Existing Structures, for any insurance cover relating to them shall notify the insurers and obtain confirmation that such use or occupation will not prejudice the insurance.
 - 2 Where Insurance Option A applies and/or the Contractor is to cover his own or any other risks in relation to any Existing Structures and any insurers' confirmation is conditional on an additional premium being paid, the Contractor shall notify the Employer of its amount. If the Employer continues to require such use or occupation, any additional premium shall be added to the Contract Sum and the Contractor shall if requested produce the receipt for it to the Employer.

Work not forming part of the Contract

- 2.6** In regard to any work not forming part of this Contract which the Employer requires to be carried out by the Employer himself or by any Employer's Person:
- 1 where the Contract Documents provide the information necessary to enable the Contractor to carry out and complete the Works or each relevant Section in accordance with this Contract, the Contractor shall permit the execution of such work;
 - 2 where the Contract Documents do not provide the information referred to in clause 2.6.1, the Employer may with the Contractor's consent arrange for the execution of that work.

Supply of Documents, Setting Out etc.**Contract Documents**

- 2.7**
- 1 The Contract Documents shall remain in the custody of the Employer and shall be available at all reasonable times for inspection by the Contractor.
 - 2 Immediately after the execution of this Contract the Employer, without charge to the Contractor, shall (unless previously provided or unless the BIM Protocol or other communications protocol requires otherwise) provide him with one copy, certified on behalf of the Employer, of the Contract Documents, together with any pre-construction information required to be provided to the Contractor under regulation 4 of the CDM Regulations.
 - 3 The Contractor shall keep on the site or accessible there to the Employer's Agent at all reasonable times copies of the Contract Documents and the Contractor's Design Documents.
 - 4 Neither Party shall divulge or use except for the purposes of this Contract:
 - 1 the Contract Documents and the Contractor's Design Documents; or
 - 2 any confidential information of the other Party,save that the Employer may use in connection with the maintenance, use, repair, advertisement, letting or sale of the Works any of the documents supplied by the Contractor.
 - 5 Where the Employer is a Local or Public Authority or other body of the type mentioned in Supplemental Provision 11, his obligations of confidentiality shall be subject to that Supplemental Provision.

Construction information

- 2.8** Save for any Contractor's Design Documents contained in the Contractor's Proposals, the Contractor shall without charge provide to the Employer copies of the Contractor's Design Documents as and when necessary from time to time in accordance with the Design Submission

Procedure and the Contractor shall not commence any work to which such a document relates before that procedure has been complied with.

Site boundaries

- 2.9** The Employer shall define the boundaries of the site.

Discrepancies and Divergences

Divergence in Employer's Requirements and definition of site boundary

- 2.10**
- 1 Any divergence between the Employer's Requirements and the definition of the site boundary as provided under clause 2.9 shall be corrected by an instruction issued by the Employer and such instruction shall be treated as a Change.
 - 2 If the Employer or the Contractor becomes aware of any such divergence he shall immediately give the other notice with details.

Preparation of Employer's Requirements

- 2.11** Subject to clause 2.15, the Contractor shall not be responsible for the contents of the Employer's Requirements or for verifying the adequacy of any design contained within them.

Employer's Requirements – inadequacy

- 2.12**
- 1 If an inadequacy is found in any design in the Employer's Requirements and the Contractor under clause 2.11 is not responsible for verifying its adequacy, then, if or to the extent that the inadequacy is not dealt with in the Contractor's Proposals, the Employer's Requirements shall be corrected, altered or modified accordingly.
 - 2 Subject to clause 2.15, any correction, alteration or modification under clause 2.12.1 shall be treated as a Change.

Notice of discrepancies etc.

- 2.13** If the Contractor becomes aware of any inadequacy as is referred to in clause 2.12 or any other discrepancy or divergence in or between any of the following, namely:
- 1 the Employer's Requirements;
 - 2 the Contractor's Proposals and other Contractor's Design Documents; and
 - 3 any instruction issued by the Employer under these Conditions;
- he shall immediately give notice with appropriate details to the Employer, who shall issue instructions in that regard.

Discrepancies in documents

- 2.14**
- 1 Where the discrepancy or divergence to be notified under clause 2.13 is within or between the Contractor's Proposals and/or other Contractor's Design Documents, the Contractor shall notify the Employer of his proposed amendment to remove it; and (subject to compliance with Statutory Requirements) the Employer shall decide between the discrepant items or otherwise may accept the Contractor's proposed amendment: the Contractor shall be obliged to comply with the decision or acceptance by the Employer without cost to the Employer.
 - 2 Where the discrepancy is within the Employer's Requirements (including any Change to them) the Contractor's Proposals shall prevail (subject to compliance with Statutory Requirements), without any adjustment of the Contract Sum. Where the Contractor's Proposals do not deal with the discrepancy, the Contractor shall notify the Employer of his proposed amendment to deal with it and the Employer shall either agree the proposed amendment or decide how the discrepancy is to be dealt with; that agreement or decision shall be notified to the Contractor and treated as a Change.

Divergences from Statutory Requirements

- 2.15**
- 1 If the Contractor or Employer becomes aware of a divergence between the Statutory Requirements and

- 1 the Employer's Requirements (including any Change); or
- 2 the Contractor's Proposals or other Contractor's Design Documents,

he shall immediately give the other notice specifying the divergence; and the Contractor shall notify the Employer of his proposed amendment for removing it. With the Employer's consent, the Contractor shall entirely at his own cost, save as provided in clause 2·15·2, complete the design and construction of the Works in accordance with the amendment and the Employer shall note the amendment on the Contract Documents.

- 2
 - 1 If after the Base Date there is a change in the Statutory Requirements which necessitates an alteration or modification to the Works, such alteration or modification shall be treated as a Change.
 - 2 If any amendment to the Contractor's Proposals becomes necessary for conformity with the terms of any permission or approval made by a decision of the relevant authority after the Base Date for the purposes of Development Control Requirements, such amendment shall be treated as a Change provided that such treatment is not precluded in the Employer's Requirements.^[36]
 - 3 If any amendment to the part or parts of the Employer's Requirements to which clause 2·1·2 refers becomes necessary for conformity with Statutory Requirements the Employer shall issue an instruction requiring a Change.

Emergency compliance with Statutory Requirements

- 2·16
 - 1 If in an emergency compliance with the Statutory Requirements necessitates the Contractor supplying materials and/or executing work before receiving the Employer's consent under clause 2·15·1, the Contractor shall supply such limited materials and execute such limited work as are reasonably necessary to secure immediate compliance.
 - 2 The Contractor shall forthwith notify the Employer of the emergency and the steps that he is taking under clause 2·16·1.

Design Work – liabilities and limitation

- 2·17
 - 1 Insofar as his design of the Works is comprised in the Contractor's Proposals and in what he is to complete in accordance with the Employer's Requirements and these Conditions (including any further design that he is required to carry out as a result of a Change), the Contractor shall in respect of any inadequacy in such design have the same liability to the Employer, whether under statute or otherwise, as would an architect or other appropriate professional designer who holds himself out as competent to take on work for such design and who, acting independently under a separate contract with the Employer, has supplied such design for or in connection with works to be carried out and completed by a building contractor who is not the supplier of the design.
 - 2 Where and to the extent that this Contract involves the Contractor in taking on work for or in connection with the provision of a dwelling or dwellings, the clause 2·17·1 reference to the Contractor's liability includes liability under the Defective Premises Act 1972.
 - 3 Where or to the extent that this Contract does not involve the Contractor in taking on work for or in connection with the provision of a dwelling or dwellings to which that Act applies, the Contractor's liability for loss of use, loss of profit or other consequential loss arising in respect of the liability of the Contractor referred to in clause 2·17·1 shall be limited to the amount, if any, stated in the Contract Particulars; but such a limitation shall not apply to or be affected by any liability for liquidated damages under clause 2·29.

Fees, Royalties and Patent Rights

Fees or charges legally demandable

- 2·18 The Contractor shall pay all fees or charges (including any rates or taxes) legally demandable under any Statutory Requirement and indemnify the Employer against any liability resulting from any failure to do so. No adjustment shall be made to the Contract Sum in respect of the amount of any such fees or charges (including any rates or taxes other than VAT) unless they are stated by way of a Provisional Sum in the Employer's Requirements, in which case 4·2 shall apply.

^[36] See the Design and Build Contract Guide.

Patent rights and royalties – Contractor's indemnity

- 2.19** Where the carrying out of the Works involves the supply or use of any patented article, process or invention or drawings or models of buildings that are the subject of copyright, other than drawings or models provided by the Employer, all royalties or other sums payable in respect of such supply and use shall be deemed to have been included in the Contract Sum or, where appropriate, the quoted adjustment to that sum, and the Contractor shall indemnify the Employer from and against all claims and proceedings which may be brought or made against the Employer, and all damages, costs and expense to which he may be put, by reason of the Contractor infringing or being held to have infringed any patent rights in relation to any such articles, processes and inventions or infringing or being held to have infringed copyright.

Patent rights – Instructions

- 2.20**
- 1 Where in order to comply with the Employer's instructions, it is necessary for the Contractor in carrying out the Works to supply and/or use any patented article, process or invention, the Contractor shall not be liable in respect of any infringement or alleged infringement of any patent rights relating to it and all royalties, damages or other sums which the Contractor may be liable to pay to the persons entitled to such rights shall be added to the Contract Sum.
 - 2 If prior to the instructions being carried out the Employer or the Contractor is or becomes aware that such supply or use may infringe any patent rights, he shall promptly notify and consult the other and the instructions shall not take effect unless confirmed by the Employer.

Unfixed Materials and Goods – property, risk etc.**Materials and goods – on site**

- 2.21** Site Materials shall not be removed from storage on or adjacent to the Works except for use on the Works without the Employer's consent. Where their value has been included in any Interim Payment, they shall upon such payment become the Employer's property, but, subject to Insurance Option B or C (if applicable), the Contractor shall remain responsible for loss or damage to them.

Materials and goods – off site

- 2.22** Where the value of any Listed Items has in accordance with clause 4.15 been included in any Interim Payment, those items shall become the Employer's property and thereafter the Contractor shall not, except for use upon the Works, remove or cause or permit them to be moved or removed from the premises where they are. The Contractor shall be responsible for any loss of or damage to them and for the cost of their storage, handling and insurance until they are delivered to and placed on or adjacent to the Works. As from such delivery the provisions of clause 2.21 (except the words "Where their value" to "Employer's property, but,") shall apply to such items.

Adjustment of Completion Date**Related definitions and interpretation**

- 2.23** In clauses 2.24 to 2.26 and, so far as relevant, in the other clauses of these Conditions:
- 1 any reference to delay or extension of time includes any further delay or further extension of time;
 - 2 'Pre-agreed Adjustment' means the fixing of a revised Completion Date for the Works or a Section under Supplemental Provision 2 or by the Confirmed Acceptance of an Acceleration Quotation;
 - 3 'Relevant Omission' means the omission of any work or obligation through an instruction for a Change under clause 3.9.

Notice by Contractor of delay to progress

- 2.24**
- 1 If and whenever it becomes reasonably apparent that the progress of the Works or any Section is being or is likely to be delayed the Contractor shall forthwith give notice to the Employer of the material circumstances, including the cause or causes of the delay, and shall identify in the notice any event which in his opinion is a Relevant Event.
 - 2 In respect of each event identified in the notice the Contractor shall, if practicable in such

notice or otherwise in writing as soon as possible thereafter, give particulars of its expected effects, including an estimate of any expected delay in the completion of the Works or any Section beyond the relevant Completion Date.

- 3 The Contractor shall forthwith notify the Employer of any material change in the estimated delay or in any other particulars and supply such further information as the Employer may at any time reasonably require.

Fixing Completion Date

- 2-25** ·1 If on receiving a notice and particulars under clause 2-24:
- 1 any of the events which are stated to be a cause of delay is a Relevant Event; and
 - 2 completion of the Works or of any Section is likely to be delayed thereby beyond the relevant Completion Date,
- then, save where these Conditions expressly provide otherwise, the Employer shall give an extension of time by fixing such later date as the Completion Date for the Works or Section as he then estimates to be fair and reasonable.
- 2 Whether or not an extension is given, the Employer shall notify the Contractor of his decision in respect of any notice under clause 2-24 as soon as is reasonably practicable and in any event within 12 weeks of receipt of the required particulars. Where the period from receipt to the Completion Date is less than 12 weeks, he shall endeavour to do so prior to the Completion Date.
 - 3 The Employer shall in his decision state:
 - 1 the extension of time that he has attributed to each Relevant Event; and
 - 2 (in the case of a decision under clause 2-25-4 or 2-25-5) the reduction in time that he has attributed to each Relevant Omission.
 - 4 After the first fixing of a later Completion Date in respect of the Works or a Section, either under clause 2-25-1 or by a Pre-agreed Adjustment, but subject to clauses 2-25-6-3 and 2-25-6-4, the Employer may by notice to the Contractor, giving the details referred to in clause 2-25-3, fix a Completion Date for the Works or that Section earlier than that previously so fixed if the fixing of such earlier Completion Date is fair and reasonable, having regard to any Relevant Omissions for which instructions have been issued after the last occasion on which a new Completion Date was fixed for the Works or for that Section.
 - 5 After the Completion Date for the Works or for a Section, if this occurs before the date of practical completion, the Employer may, and not later than the expiry of 12 weeks after the date of practical completion shall, by notice to the Contractor, giving the details referred to in clause 2-25-3:
 - 1 fix a Completion Date for the Works or for the Section later than that previously fixed if it is fair and reasonable having regard to any Relevant Events, whether on reviewing a previous decision or otherwise and whether or not the Relevant Event has been specifically notified by the Contractor under clause 2-24-1; or
 - 2 subject to clauses 2-25-6-3 and 2-25-6-4, fix a Completion Date earlier than that previously fixed if that is fair and reasonable having regard to any instructions for Relevant Omissions issued after the last occasion on which a new Completion Date was fixed for the Works or Section; or
 - 3 confirm the Completion Date previously fixed.
 - 6 Provided always that:
 - 1 the Contractor shall constantly use his best endeavours to prevent delay in the progress of the Works or any Section, however caused, and to prevent the completion of the Works or Section being delayed or further delayed beyond the relevant Completion Date;
 - 2 in the event of any delay the Contractor shall do all that may reasonably be required to the satisfaction of the Employer to proceed with the Works or Section;
 - 3 no decision of the Employer under clause 2-25-4 or 2-25-5-2 shall fix a Completion Date for the Works or any Section earlier than the relevant Date for Completion; and
 - 4 no decision under clause 2-25-4 or 2-25-5-2 shall alter the length of any Pre-agreed Adjustment except where that adjustment relates to a Change and that Change is itself the subject of a Relevant Omission.

Relevant Events

2-26 The following are the Relevant Events referred to in clauses 2-24 and 2-25:

- 1 Changes and any other matters or instructions which under these Conditions are to be treated as, or as requiring, a Change;
- 2 Employer's instructions:
 - 1 under clause 2-13, except for any instructions relating to a discrepancy or divergence in or between the Contractor's Proposals and/or other Contractor's Design Documents;
 - 2 under clause 3-10 or 3-11; or
 - 3 for the opening up for inspection or testing of any work, materials or goods under clause 3-12 or 3-13-3 (including making good), unless the inspection or test shows that the work, materials or goods are not in accordance with this Contract;
- 3 deferment of the giving of possession of the site or any Section under clause 2-4;
- 4 compliance with clause 3-15-1 or with Employer's instructions under clause 3-15-2;
- 5 suspension by the Contractor under clause 4-11 of the performance of any or all of his obligations under this Contract;
- 6 any impediment, prevention or default, whether by act or omission, by the Employer or any Employer's Person, except to the extent caused or contributed to by any default, whether by act or omission, of the Contractor or any Contractor's Person;
- 7 the carrying out by a Statutory Undertaker of work in pursuance of its statutory obligations in relation to the Works, or the failure to carry out such work;
- 8 exceptionally adverse weather conditions;
- 9 loss or damage occasioned by any Specified Peril;
- 10 civil commotion or the use or threat of terrorism and/or the activities of the relevant authorities in dealing with such event or threat;
- 11 strike, lock-out or local combination of workmen affecting any trade employed upon the Works or engaged in the preparation, manufacture or transportation of any of the goods or materials required for them or any persons engaged in design work for the Works;
- 12 the exercise after the Base Date by the United Kingdom Government or any Local or Public Authority of any statutory power that is not occasioned by a default of the Contractor or any Contractor's Person but which directly affects the execution of the Works;
- 13 delay in receipt of any necessary permission or approval of any statutory body which the Contractor has taken all practicable steps to avoid or reduce;
- 14 force majeure.

Practical Completion, Lateness and Liquidated Damages**Practical completion**

2-27 When practical completion of the Works or a Section is achieved and the Contractor has complied sufficiently with clauses 2-37 and 3-16 in respect of the supply of documents and information, then:

- 1 in the case of the Works, the Employer shall forthwith issue a statement to that effect ('the Practical Completion Statement');
- 2 in the case of a Section, he shall forthwith issue a statement of practical completion of that Section (a 'Section Completion Statement');

and practical completion of the Works or the Section shall be deemed for all the purposes of this Contract to have taken place on the date stated in that statement.

Non-Completion Notice

2-28 If the Contractor fails to complete the Works or a Section by the relevant Completion Date, the Employer shall issue a notice to that effect (a 'Non-Completion Notice'). If a new Completion Date is fixed after the issue of such a notice, such fixing shall cancel that notice and the Employer shall where necessary issue a further notice.

Payment or allowance of liquidated damages

- 2-29** ·1 Provided:
- 1 the Employer has issued a Non-Completion Notice for the Works or a Section; and
 - 2 the Employer has notified the Contractor before the due date for the final payment under clause 4-24-5 that he may require payment of, or may withhold or deduct, liquidated damages,
- the Employer may, not later than 5 days before the final date for payment of the amount payable under clause 4-24, give notice to the Contractor in the terms set out in clause 2-29-2.
- 2 A notice from the Employer under clause 2-29-1 shall state that for the period between the Completion Date and the date of practical completion of the Works or that Section:
 - 1 he requires the Contractor to pay liquidated damages at the rate stated in the Contract Particulars, or lesser rate stated in the notice, in which event the Employer may recover the same as a debt; and/or
 - 2 that he will withhold or deduct liquidated damages at the rate stated in the Contract Particulars, or at such lesser stated rate, from sums due to the Contractor.^[37]
 - 3 If the Employer fixes a later Completion Date for the Works or a Section, the Employer shall pay or repay to the Contractor any amounts recovered, allowed or paid under clause 2-29 for the period up to that later Completion Date.
 - 4 If the Employer in relation to the Works or a Section has notified the Contractor in accordance with clause 2-29-1-2 that he may require payment of, or may withhold or deduct, liquidated damages, then, unless the Employer states otherwise in writing, clause 2-29-1-2 shall remain satisfied in relation to the Works or Section, notwithstanding the cancellation of the relevant Non-Completion Notice and issue of any further Non-Completion Notice.

Partial Possession by Employer

Contractor's consent

- 2-30** If at any time or times before the Practical Completion Statement or relevant Section Completion Statement the Employer wishes to take possession of any part or parts of the Works or a Section and the Contractor's consent has been obtained, then, notwithstanding anything expressed or implied elsewhere in this Contract, the Employer may take possession of such part or parts. The Contractor shall thereupon give the Employer notice identifying the part or parts taken into possession and giving the date when the Employer took possession ('the Relevant Part' and 'the Relevant Date' respectively).

Practical completion date

- 2-31** For the purposes of clauses 2-35 and 4-18-2, practical completion of the Relevant Part shall be deemed to have occurred, and the Rectification Period in respect of the Relevant Part shall be deemed to have commenced, on the Relevant Date.

Defects etc. – Relevant Part

- 2-32** When any defects, shrinkages or other faults in the Relevant Part which the Employer has required to be made good under clause 2-35 have been made good, he shall issue a notice to that effect.

Insurance – Relevant Part

- 2-33** As from the Relevant Date the Works insurance obligation under Insurance Option A, B or C-2, whichever applies, shall cease in respect of the Relevant Part (but not otherwise) and the Existing Structures (if any) shall from that date be deemed to include the Relevant Part.

Liquidated damages – Relevant Part

- 2-34** As from the Relevant Date, the rate of liquidated damages stated in the Contract Particulars in

^[37] In addition to the notice under clause 2-29-2, the Employer, if he intends to withhold or deduct all or any of the liquidated damages payable, must give the appropriate Pay Less Notice under clause 4-9-5.

respect of the Works or Section containing the Relevant Part shall reduce by the same proportion as the value of the Relevant Part bears to the Contract Sum or to the relevant Section Sum, as shown in the Contract Particulars.

Defects

Schedules of defects and instructions

2-35 If any defects, shrinkages or other faults in the Works or a Section appear within the relevant Rectification Period due to any failure of the Contractor to comply with his obligations under this Contract:

- 1 such defects, shrinkages and other faults shall be specified by the Employer in a schedule of defects which he shall deliver to the Contractor as an instruction not later than 14 days after the expiry of that Rectification Period; and
- 2 prior to issue of that schedule, the Employer may whenever he considers it necessary issue instructions requiring any such defect, shrinkage or other fault to be made good, provided no instructions under this clause 2-35-2 shall be issued after delivery of that schedule or more than 14 days after the expiry of the relevant Rectification Period.

Within a reasonable time after receipt of such schedule or instructions, the defects, shrinkages and other faults shall at no cost to the Employer be made good by the Contractor unless the Employer shall otherwise instruct. If he so instructs otherwise, an appropriate deduction may be made from the Contract Sum in respect of the defects, shrinkages or other faults not made good.

Notice of Completion of Making Good

2-36 When the defects, shrinkages or other faults in the Works or a Section which under clause 2-35 the Employer has required to be made good have been made good, he shall issue a notice to that effect (a 'Notice of Completion of Making Good'). That notice shall not be unreasonably delayed or withheld, and completion of that making good shall for the purposes of this Contract be deemed to have taken place on the date stated in that notice.

Contractor's Design Documents

As-built Drawings

2-37 The Contractor, in addition to his obligations under the CDM Regulations in relation to information for the health and safety file, shall, before practical completion of the Works or relevant Section and without further charge to the Employer, supply for retention and use by the Employer such Contractor's Design Documents and related information as is specified in the Contract Documents or as the Employer may reasonably require that show or describe the Works as built or relate to the maintenance and operation of them or their installations.

Copyright and use

- 2-38**
- 1 Subject to any rights in any designs, drawings and other documents supplied to the Contractor for the purposes of this Contract by or on behalf of the Employer, all rights including (without limitation) copyright in all Contractor's Design Documents shall remain vested in the Contractor.
 - 2 Subject to all sums due and payable under this Contract to the Contractor having been paid, the Employer shall have an irrevocable, royalty-free, non-exclusive licence to copy and use the Contractor's Design Documents and to reproduce the designs and content of them for any purpose relating to the Works including, without limitation, the construction, completion, maintenance, letting, sale, promotion, advertisement, reinstatement, refurbishment and repair of the Works. That licence shall enable the Employer to copy and use the Contractor's Design Documents for an extension of the Works but shall not include any right or licence to reproduce the designs contained in them for any such extension.
 - 3 The licence shall be assignable to any owner from time to time of the Works or any part of them and may be sub-licensed to any owner or tenant of the Works or part of them and to any person engaged for the purposes permitted by clause 2-38-2.
 - 4 The Contractor shall not be liable for any use by the Employer of any of the Contractor's Design Documents for any purpose other than that for which they were prepared.

Section 3 Control of the Works

Access and Representatives

Access for Employer's Agent

- 3.1 The Employer's Agent and any person authorised by him or the Employer shall at all reasonable times have access to the Works and to the workshops or other premises of the Contractor where work is being prepared for this Contract. When work is to be prepared in workshops or other premises of a sub-contractor the Contractor shall by a term in the sub-contract secure so far as possible a similar right of access to those workshops or premises for the Employer and any person authorised by him and take any steps reasonably necessary to make that right effective. Access under this clause 3.1 may be subject to such reasonable restrictions as are necessary to protect proprietary rights.

Site Manager

- 3.2 The Contractor shall prior to the commencement of work on site appoint a full-time Site Manager, approved by the Employer, to act as the Contractor's representative there, in charge of the Works. The Contractor shall ensure that the appointee, or a competent deputy, is on site at all material times and, if the appointee ceases to hold the post, shall promptly appoint a replacement approved by the Employer. Any instructions issued to the Site Manager or his deputy shall be treated as issued to the Contractor.

Sub-Contracting

Consent to sub-contracting

- 3.3
- 1 Save for any sub-contract entered into in accordance with Supplemental Provision 1, where it applies:
 - 1 the Contractor shall not without the Employer's consent sub-contract the whole or any part of the Works;
 - 2 the Contractor shall not without the Employer's consent sub-contract the design for the Works or any part of them.

In no case shall any such consent or any sub-contracting in any way affect the Contractor's obligations under any other provision of this Contract.
 - 2 The provisions of this clause 3.3 and of clause 3.4 shall not apply to the execution of part of the Works by a Statutory Undertaker, who shall not in that capacity be a sub-contractor within the terms of this Contract.

Conditions of sub-contracting

- 3.4 Where considered appropriate, the Contractor shall engage the sub-contractor using the JCT Design and Build Sub-Contract. It shall be a condition of any sub-contract that^[38]:
- 1 the sub-contractor's employment under the sub-contract shall terminate immediately upon the termination (for any reason) of the Contractor's employment under this Contract;
 - 2 the sub-contract shall provide:
 - 1 that, except for use on the Works, no Site Materials delivered to the Works by or for the sub-contractor shall be removed without the Contractor's written consent (such consent not to be unreasonably delayed or withheld) and (in addition to any provision for earlier vesting in the Contractor of title to any Listed Items for the purposes of clause 4.15.2.1 of these Conditions) that:
 - 1 where, in accordance with clause 4.12 or 4.13 and clause 4.14 of these Conditions, the value of any Site Materials has been included in any Interim Payment and that Interim Payment has been paid by the Employer to the

^[38] The JCT Design and Build Sub-Contract (DBSub) meets the requirements of clause 3.4 and also those of paragraphs A.3 and B.4 respectively of JCT Fluctuations Options A and B.

Contractor, they shall upon such payment become, and the sub-contractor shall not deny that they have become, the Employer's property;

- 2 if the Contractor pays the sub-contractor for any Site Materials before their value is included in an Interim Payment, they shall upon such payment become the Contractor's property;
- 2 that the sub-contractor shall give access to workshops or other premises in accordance with clause 3.1 of these Conditions;
- 3 that each party to the sub-contract shall in relation to the Works and the site comply with applicable CDM Regulations;
- 4 in terms equivalent to those of clause 4.9.6 of these Conditions, that if by a final date for payment under the sub-contract the Contractor fails to pay the sub-contractor any amount that should properly have been paid, the Contractor shall, in addition to that amount, pay simple interest on it at the Interest Rate for the period from the final date for payment until such payment is made;
- 5 that where the Rights Particulars provide for the grant of third party rights from and/or for the execution and delivery of collateral warranties by the sub-contractor:
 - 1 the sub-contract and, where applicable, those collateral warranties shall if those particulars require be executed as deeds;
 - 2 any third party rights required shall vest on receipt of notice from the Contractor to that effect and any collateral warranty required shall be executed and delivered by the sub-contractor within 14 days of receipt of the Contractor's notice requiring execution;
 - 3 the terms of and those governing such third party rights or collateral warranties shall in each case be consistent with those of clauses 2.26 and 2.27 and Schedule 6 of the JCT Design and Build Sub-Contract Conditions;
- 3 where documents or information and/or the grant of licences are or may be required from the sub-contractor for the BIM Protocol, where applicable, and/or for the purposes of clauses 2.37 and 3.16 of these Conditions, the sub-contract shall also provide for the supply and grant to and by the sub-contractor of all information and licences reasonably necessary for that purpose.

The Contractor shall not give such consent as is referred to in clause 3.4.2.1 without the Employer's prior consent under clause 2.21 of these Conditions.

Employer's Instructions

Compliance with instructions

- 3.5 The Contractor shall forthwith comply with all instructions issued to him by the Employer on any matter on which these Conditions expressly empower the Employer to issue instructions, save that:
 - 1 where an instruction requires a Change of the type referred to in clause 5.1.2, the Contractor need not comply to the extent that he notifies a reasonable objection to it to the Employer;
 - 2 in the case of a notification by the Contractor under clause 2.20.2, the Contractor need not comply pending confirmation of the instruction.

Non-compliance with instructions

- 3.6 Subject to clauses 3.5 and 3.9, if within 7 days after receipt of a notice from the Employer requiring compliance with an instruction the Contractor does not comply, the Employer may employ and pay other persons to execute work of any kind that may be necessary to give effect to that instruction. The Contractor shall be liable for all additional costs incurred by the Employer in connection with such employment and an appropriate deduction may be made from the Contract Sum.

Instructions other than in writing

- 3.7
 - 1 Where the Employer gives an instruction otherwise than in writing, it shall be of no immediate effect but the Contractor shall confirm its terms in writing to the Employer within 7 days, and, if he does not dissent by notice to the Contractor within 7 days from receipt of

the Contractor's confirmation, it shall take effect as from the expiry of the latter 7 day period.

- 2 If prior to or within 7 days from receipt of the Contractor's confirmation the Employer confirms the terms of the instruction in writing, it shall take effect from the date and in the terms of the Employer's confirmation.
- 3 If neither the Contractor nor the Employer confirms such an instruction in the manner and time stated but the Contractor nevertheless complies with it, the Employer may at any time prior to the due date for final payment under clause 4.24.5 confirm it with retrospective effect.

Provisions empowering instructions

- 3.8** On receipt of an instruction the Contractor may request the Employer to notify him which provision of these Conditions empowers its issue and the Employer shall forthwith comply with the request. If the Contractor thereafter complies with that instruction with neither Party then having invoked any dispute resolution procedure under this Contract to establish the Employer's powers in that regard, the instruction shall be deemed to have been duly given under the specified provision.

Instructions requiring Changes

- 3.9**
- 1 The Employer may issue instructions requiring a Change, subject to clause 3.9.4 and provided that the Employer may not effect a Change which is, or which makes necessary, an alteration or modification in the design of the Works without the Contractor's consent.
 - 2 Any instruction of the type referred to in clause 5.1.2 shall be subject to the Contractor's right of reasonable objection set out in clause 3.5.1.
 - 3 No Change required or sanctioned by the Employer shall vitiate this Contract.
 - 4 The Contractor shall, within a reasonable time after receipt of an instruction effecting a Change or of an instruction in regard to the expenditure of a Provisional Sum included in the Employer's Requirements, notify the Employer whether in his capacity as Principal Designer and/or Principal Contractor he has any objection to such instruction. If the Contractor has any reasonable objection the Employer shall, to the reasonable satisfaction of the Contractor, vary the terms of the instruction so as to remove that objection; and, until the Employer has so varied the terms of the instruction, the Contractor shall not be required pursuant to clause 2.1 to comply with such instruction.

Postponement of work

- 3.10** The Employer may issue instructions in regard to the postponement of any work to be executed under this Contract.

Instructions on Provisional Sums

- 3.11** The Employer shall issue instructions in regard to the expenditure of Provisional Sums included in the Employer's Requirements.

Inspection – tests

- 3.12** The Employer may issue instructions requiring the Contractor to open up for inspection any work covered up or to arrange for or carry out any test of any materials or goods (whether or not already incorporated in the Works) or of any executed work. The cost of that opening up or testing (including the cost of making good) shall be added to the Contract Sum unless provided for in the Employer's Requirements or in the Contractor's Proposals or unless the inspection or test shows that the materials, goods or work are not in accordance with this Contract.

Work not in accordance with the Contract

- 3.13** If any work, materials or goods are not in accordance with this Contract the Employer, in addition to his other powers, may:
- 1 issue instructions in regard to the removal from the site of all or any of such work, materials or goods;
 - 2 after consultation with the Contractor, issue such Change instructions (to which the proviso in clause 3.9.1 applies) as are a reasonably necessary consequence of any instruction under clause 3.13.1 (but to the extent that such instructions are reasonably necessary, no addition shall be made to the Contract Sum and no extension of time shall be given);

and/or

- 3 having due regard to the Code of Practice set out in Schedule 4, issue such instructions under clause 3.12 to open up for inspection or to test as are reasonable in all the circumstances to establish to his reasonable satisfaction the likelihood or extent, as appropriate to the circumstances, of any further similar non-compliance. To the extent that those instructions are reasonable, whatever the results of the opening up, no addition shall be made to the Contract Sum but clauses 2.25 and 2.26.2.3 shall apply unless the inspection or test shows that the work, materials or goods are not in accordance with this Contract.

Workmanship not in accordance with the Contract

- 3.14** Where there is any failure to comply with clause 2.1 in regard to the carrying out of work in a proper and workmanlike manner or in accordance with the Construction Phase Plan, the Employer, in addition to his other powers, may, after consultation with the Contractor, issue such instructions (whether requiring a Change or otherwise) as are in consequence reasonably necessary. To the extent that such instructions are reasonably necessary, no addition shall be made to the Contract Sum and no extension of time shall be given.

Antiquities

- 3.15** ·1 All fossils, antiquities and other objects of interest or value which may be found on the site or in excavating it during the progress of the Works shall become the Employer's property. Upon discovery of any such object the Contractor shall forthwith:
 - 1 use his best endeavours not to disturb the object and cease work if and insofar as its continuance would endanger the object or prevent or impede its excavation or removal;
 - 2 take all steps necessary to preserve the object in the exact position and condition in which it was found; and
 - 3 inform the Employer of its discovery and precise location.
- 2 The Employer shall issue instructions as to action to be taken concerning any object reported under clause 3.15.1, which (without limiting his powers) may require the Contractor to permit the examination, excavation or removal of the object by a third party.

CDM Regulations

- 3.16** Each Party undertakes to the other that in relation to the Works and site he will duly comply with applicable CDM Regulations. In particular but without limitation:
 - 1 where the Contractor is not the Principal Designer, the Employer shall ensure that the Principal Designer carries out his duties and, where the Contractor is not the Principal Contractor, shall ensure that the Principal Contractor carries out his duties under those regulations;
 - 2 where the Contractor is and while he remains the Principal Designer, he shall comply with the duties of a Principal Designer and shall without charge prepare, and deliver to the Employer, the health and safety file;
 - 3 the Contractor shall comply with regulations 8 to 10 and 15 and, where he is the Principal Contractor, with regulations 12 to 14;^[39]
 - 4 whether or not the Contractor is the Principal Contractor, compliance by the Contractor with his duties under the regulations, including any such directions as are referred to in regulation 15(3), shall be at no cost to the Employer and shall not entitle the Contractor to an extension of time;
 - 5 if the Employer appoints a replacement for the Principal Designer or Principal Contractor, the Employer shall immediately upon that appointment notify the Contractor with details of the new appointee.

^[39] Where the Employer is a domestic client, as defined in regulation 2, the Principal Contractor may also be responsible for carrying out certain of the client's duties under regulations 4, 6 and 8. (As to the CDM Regulations generally, see the Design and Build Contract Guide.)

Section 4 Payment

Contract Sum and Adjustments

Adjustment only under the Conditions

- 4.1 The Contract Sum shall not be adjusted or altered in any way other than in accordance with the express provisions of these Conditions.

Items included in adjustments

- 4.2 The Contract Sum shall be adjusted by:
- 1 any amount agreed by the Employer and the Contractor in respect of Changes and other work of the types referred to in clause 5.2 and the amount of each Valuation;
 - 2 any amount agreed by Confirmed Acceptance of an Acceleration Quotation;
 - 3 (where the Contract Particulars state that a Fluctuations Provision applies) any amounts payable or allowable under that provision;
 - 4 any other amounts referred to in clause 4.12.2 or 4.13.2 (excluding any loss and/or expense to the extent included under clause 4.2.2) and any other deductions referred to in clause 4.12.3 or 4.13.3;
 - 5 the deduction of all Provisional Sums included in the Employer's Requirements; and
 - 6 any other amount which under this Contract is to be added to the Contract Sum or may be deducted from it.

Taking adjustments into account

- 4.3 Where these Conditions provide that an amount is to be added to, deducted from or dealt with by adjustment of the Contract Sum, then, as soon as the amount is ascertained in whole or in part, the ascertained amount shall be taken into account in the next Interim Payment.

Taxes

VAT

- 4.4
- 1 The Contract Sum is exclusive of VAT and in relation to each payment to the Contractor under this Contract, the Employer shall in addition pay the amount of any VAT properly chargeable in respect of it.
 - 2 If after the Base Date the supply of any goods or services to the Employer becomes exempt from VAT there shall be paid to the Contractor an amount equal to the input tax on the supply to the Contractor of goods and services that contribute to the Works which as a consequence of that exemption the Contractor cannot recover.

Construction Industry Scheme (CIS)

- 4.5 If the Employer is or at any time up to the final payment under clause 4.9 becomes a 'contractor' for the purposes of the CIS^[40], his obligation to make any payment under this Contract is subject to the provisions of the CIS.

Payments and Notices – general provisions

Advance payment

^[40] See the Contract Particulars (Fourth Recital and clause 4.5).

4.6 Not applicable.**Interim Payments – Contractor's Interim Payment Applications, due dates and Payment Notices**

- 4.7**
- 1 Interim Payments shall be made by the Employer to the Contractor in accordance with section 4 and whichever of Alternative A (Stage Payments) or Alternative B (Periodic Payments) is stated in the Contract Particulars to apply.
 - 2 During the period up to the due date for the final payment fixed under clause 4·24·5 and subject to clause 4·7·3, the monthly due dates for Interim Payments by the Employer shall in each case be the date 7 days after the relevant Interim Valuation Date.
 - 3 In relation to each Interim Payment, the Contractor shall make an application to the Employer (an 'Interim Payment Application'), stating the sum that the Contractor considers to be due to him at the due date and the basis on which that sum has been calculated. Where the Interim Payment Application is received no later than the relevant Interim Valuation Date, the due date shall be the date that would apply under clause 4·7·2; if the Interim Payment Application is received later, the due date shall be 7 days after the date of receipt by the Employer.
 - 4 Each Interim Payment Application shall be accompanied by such further information as may be specified in the Employer's Requirements.
 - 5 Not later than 5 days after each due date the Employer shall give a notice (a 'Payment Notice') to the Contractor, stating the sum that he considers to be or have been due to the Contractor at the due date, calculated in accordance with clause 4·12 or 4·13 and clause 4·14, and the basis on which that sum has been calculated.

Relevant statement and Final Payment Notice

- 4.8** Not later than 5 days after the due date for the final payment fixed under clause 4·24·5 and notwithstanding any dispute regarding the relevant statement (as defined in clause 4·24·5·3), the Party by whom the statement shows the final payment as payable ('the paying Party') shall give a notice (a 'Final Payment Notice') to the other Party, stating the sum that the paying Party considers to be or have been due under clause 4·24·2 at the due date and the basis on which that sum has been calculated.

Interim and final payments – final date and amount

- 4.9**
- 1 The final date for payment of each Interim Payment and the final payment shall be 14 days from its due date.
 - 2 Subject to any Pay Less Notice given by the Employer under clause 4·9·5, the Employer shall pay the sum stated as due in the Payment Notice on or before the final date for payment.
 - 3 If a Payment Notice is not given in accordance with clause 4·7·5, the Employer shall, subject to any Pay Less Notice under clause 4·9·5, pay the Contractor the sum stated as due in the Interim Payment Application.
 - 4 In the case of the final payment, subject to any Pay Less Notice under clause 4·9·5, the paying Party shall pay the sum stated as due in the Final Payment Notice or, if such notice is not given, the balance stated in the relevant statement on or before the final date for payment.
 - 5 Where:
 - 1 the Employer intends to pay less than the sum stated as due from him in a Payment Notice or Interim Payment Application; or
 - 2 the paying Party intends to pay less than the sum so stated as due in the Final Payment Notice or, in default of such notice, less than the amount stated as due in the relevant statement,

the Party by whom the payment is stated to be payable shall not later than 5 days before the final date for payment give the other Party notice of that intention in accordance with clause 4·10·1 (a 'Pay Less Notice'). Where a Pay Less Notice is given, the payment to be made on or before the final date for payment shall not be less than the amount stated in it as due.

- 6 If either Party fails to pay a sum, or any part of it, due to the other Party under these Conditions by its final date for payment, he shall, in addition to any unpaid amount that should properly have been paid, pay the other Party simple interest on that amount at the Interest Rate for the period from the final date for payment until payment is made.
- 7 Any such unpaid amount and any interest under clause 4·9·6 shall be recoverable as a debt. Acceptance of a payment of interest shall not in any circumstances be construed as a waiver either of the recipient's right to proper payment of the principal amount due or of the Contractor's rights to suspend performance under clause 4·11 or terminate his employment under section 8.

Pay Less Notices and other general provisions

- 4·10 ·1 A Pay Less Notice given by either Party shall specify the sum he considers to be due to the other Party at the date the notice is given and the basis on which that sum has been calculated.
- 2 A Payment Notice, a Final Payment Notice or a Pay Less Notice to be given by the Employer may be given on his behalf by the Employer's Agent or by any other person who the Employer notifies the Contractor as being authorised to do so.
- 3 In relation to the requirements for the giving of Payment Notices, the Final Payment Notice, Pay Less Notices and the submission of a Final Statement, it is immaterial that the amount then considered to be due may be zero.
- 4 The Employer's fiduciary interest in the Retention referred to in clause 4·16 shall not prevent him exercising any right under this Contract to withhold or deduct from a sum due to the Contractor, subject to clause 4·9·5, even if that sum includes any Retention due for release under clause 4·18.

Contractor's right of suspension

- 4·11 ·1 If the Employer fails to pay a sum payable to the Contractor in accordance with clause 4·9 (together with any VAT properly chargeable in respect of that payment) by the final date for payment and the failure continues for 7 days after the Contractor has given notice to the Employer of his intention to suspend the performance of his obligations under this Contract and the grounds for such suspension, the Contractor, without affecting his other rights and remedies, may suspend performance of any or all of his obligations until payment is made in full.
- 2 Where the Contractor exercises his right of suspension under clause 4·11·1, he shall be entitled to a reasonable amount in respect of costs and expenses reasonably incurred by him as a result of exercising the right.
- 3 Applications in respect of any such costs and expenses shall be made to the Employer and the Contractor shall with his application or on request submit such details of them as are reasonably necessary for ascertaining the amount in question.

Interim Payments – calculation of sums due

Gross Valuation – Alternative A

- 4·12 The Gross Valuation for each Interim Payment shall be the total of the amounts referred to in clauses 4·12·1 and 4·12·2, less the deductions referred to in clause 4·12·3, each calculated as at the Interim Valuation Date:
 - 1 the total of the following, which are subject to Retention:
 - 1 the cumulative value of stages completed;
 - 2 the value of any Changes or other work referred to in clause 5·2 that are relevant to the Interim Payment (whether agreed pursuant to clause 5·2 or valued under the Valuation Rules) but excluding any amounts referred to in clause 4·12·2·4;
 - 3 the value of any Listed Items for which the conditions set out in clause 4·15 are satisfied; and
 - 4 where JCT Fluctuations Option C is applicable and where in accordance with the Formula Rules amounts in the Value of Work are to be allocated to lift installations, structural steelwork installations or catering equipment installations, the total value

of Site Materials of those descriptions, provided that their value shall only be included if they are adequately protected against weather and other casualties and they are not on the Works prematurely;

those values shall be adjusted, where appropriate, in accordance with any applicable Fluctuations Provision or any Acceleration Quotation for which there has been Confirmed Acceptance;

- 2 the total of the following, which are not subject to Retention:
 - 1 any amounts to be included in accordance with clause 4·3 by the Employer as a result of payments made or costs incurred by the Contractor under clause 2·5·2, 2·20, 3·12, 6·10·2 or 6·10·3, 6·11·3, 6·12·2 or 6·20;
 - 2 any amounts payable under clause 4·11·2;
 - 3 the amount of any loss and/or expense to which the Contractor is entitled under clause 4·19·1 or by a Confirmed Acceptance;
 - 4 where Insurance Option B or C applies or to the extent that the work is under clause 6·13·5·3 to be treated as a Change, any amounts in respect of reinstatement work under clause 6·13·4; and
 - 5 any amount payable to the Contractor under any applicable Fluctuations Provision, other than by means of an adjustment made under clause 4·12·1;
- 3 the following deductions:
 - 1 any amounts deductible under clause 2·35, 3·6, 6·12·2 or 6·19·2; and
 - 2 any amount allowable by the Contractor under clause 6·10·2 or under any applicable Fluctuations Provision, other than by means of an adjustment made under clause 4·12·1.

Gross Valuation – Alternative B

4·13 The Gross Valuation for each Interim Payment shall be the total of the amounts referred to in clauses 4·13·1 and 4·13·2, less the deductions referred to in clause 4·13·3, each calculated as at the Interim Valuation Date:

- 1 the total values of the following, which are subject to Retention:
 - 1 work properly executed including any design work carried out by the Contractor and work so executed for which a value has been agreed pursuant to clause 5·2 or which has been valued under the Valuation Rules, but excluding any amounts referred to in clause 4·13·2·4;
 - 2 Site Materials provided they are adequately protected against weather and other casualties and they are not on the Works prematurely; and
 - 3 Listed Items (if any) for which the conditions set out in clause 4·15 are satisfied;

those values shall be adjusted, where appropriate, in accordance with any applicable Fluctuations Provision or any Acceleration Quotation for which there has been Confirmed Acceptance;
- 2 the total of the following, which are not subject to Retention:
 - 1 any amounts to be included in accordance with clause 4·3 by the Employer as a result of payments made or costs incurred by the Contractor under clause 2·5·2, 2·20, 3·12, 6·10·2 or 6·10·3, 6·11·3, 6·12·2 or 6·20;
 - 2 any amounts payable under clause 4·11·2;
 - 3 the amount of any loss and/or expense to which the Contractor is entitled under clause 4·19·1 or by a Confirmed Acceptance;
 - 4 where Insurance Option B or C applies or to the extent that the work is under clause 6·13·5·3 to be treated as a Change, any amounts in respect of reinstatement work under clause 6·13·4; and
 - 5 any amount payable to the Contractor under any applicable Fluctuations Provision, other than by means of an adjustment made under clause 4·13·1;
- 3 the following deductions:

- 1 any amounts deductible under clause 2·35, 3·6, 6·12·2 or 6·19·2; and
- 2 any amount allowable by the Contractor under clause 6·10·2 or under any applicable Fluctuations Provision, other than by means of an adjustment made under clause 4·13·1.

Sums due as Interim Payments

4·14 The sum due as an Interim Payment shall in each case be an amount equal to the Gross Valuation under clause 4·12 where the Contract Particulars state that Alternative A applies, or clause 4·13 where Alternative B applies, in either case less the following deductions:

- 1 any amount which may be deducted and retained by the Employer under clauses 4·16 to 4·18 ('the Retention');
- 2 the cumulative total of the amounts of any advance payment that have then become due for reimbursement to the Employer in accordance with the terms stated in the Contract Particulars for clause 4·6; and
- 3 the amounts paid in previous Interim Payments.

Listed Items

4·15 The conditions for inclusion of the value of a Listed Item in the Gross Valuation before its delivery to or adjacent to the Works as referred to in clause 4·12·1·3 or 4·13·1·3 are:

- 1 the Listed Item is in accordance with this Contract;
- 2 the Contractor has provided the Employer with reasonable proof that:
 - 1 property in the Listed Item is vested in the Contractor; and
 - 2 the Listed Item is and will remain insured against loss or damage for its full value under a policy of insurance protecting the interests of the Employer and the Contractor in respect of the Specified Perils until delivered to, or adjacent to, the Works;
- 3 at the premises where the Listed Item is situated pending delivery, there is in relation to that item clear identification of:
 - 1 the Employer as the person to whose order it is held; and
 - 2 the Works as its destination,
 each item being either set apart or clearly and visibly marked, individually or as a set, by letters, figures or a pre-determined code; and
- 4 for uniquely identified Listed Items, the Contractor, if it is stated in the Contract Particulars as required, has provided a bond in favour of the Employer from a surety approved by the Employer in the terms set out in Part 2 of Schedule 6^[41] ('the required bond') in the amount specified in the Contract Particulars for this clause 4·15·4; or
- 5 for Listed Items that are not uniquely identified, the Contractor has provided the required bond in the amount specified in the Contract Particulars for this clause 4·15·5.

Retention

Rules on treatment of Retention

4·16 The Retention which the Employer may deduct and retain as referred to in clause 4·14 shall be subject to the following rules:

- 1 the Employer's interest in the Retention is fiduciary as trustee for the Contractor (but without obligation to invest);
- 2 except where the Employer is a Local or Public Authority, the Employer, to the extent that he exercises his right under clause 4·18 and if the Contractor so requests, shall at the time of each Interim Payment place the Retention in a separate bank account (so designated as

^[41] As to approval of sureties, see the Design and Build Contract Guide.

to identify the amount as the Retention held by the Employer on trust as provided in clause 4·16·1) and notify the Contractor that the amount has been so placed. The Employer shall be entitled to the full beneficial interest in any interest accruing on the separate bank account and under no duty to account for any such interest to the Contractor.

Retention Bond

- 4·17** Not applicable.

Retention – amounts and periods

- 4·18** During the period prior to issue of the Notice of Completion of Making Good (or last such notice) the Retention which may be deducted and retained by the Employer shall be the following percentages of the total amount (or proportion of that amount) included in the Gross Valuation for any Interim Payment under clause 4·12·1 or 14·3·1, whichever is applicable, for work and (where applicable) Site Materials and Listed Items^[43]:
- 1 the Retention Percentage may be deducted from the total amount where the Works have not reached practical completion or (where there are Sections) from that proportion of the total amount that relates to uncompleted Sections (in either case excluding from the total amount any proportion of it attributable to a Relevant Part);
 - 2 half the Retention Percentage may be deducted:
 - 1 from the total amount where the Works as a whole have reached practical completion but the Notice of Completion of Making Good has not been issued; or
 - 2 from the proportion of the total amount that relates to each Section that has reached practical completion but for which such a notice has not been issued or relates to a Relevant Part for which a notice has not been issued under clause 2·32.

Loss and Expense

Matters materially affecting regular progress

- 4·19**
- 1 If in the execution of this Contract the Contractor incurs or is likely to incur any direct loss and/or expense as a result of any deferment of giving possession of the site or part of it under clause 2·4 or because regular progress of the Works or any part of them has been or is likely to be materially affected by any Relevant Matter, he shall, subject to clause 4·19·2 and compliance with the provisions of clause 4·20 be entitled to reimbursement of that loss and/or expense.
 - 2 No such entitlement arises where these Conditions provide that there shall be no addition to the Contract Sum or otherwise exclude the operation of this clause 4·19 or to the extent that the Contractor is reimbursed for such loss and/or expense under another provision of these Conditions.

Notification and ascertainment

- 4·20**
- 1 The Contractor shall notify the Employer as soon as the likely effect of a Relevant Matter on regular progress or the likely nature and extent of any loss and/or expense arising from a deferment of possession becomes (or should have become) reasonably apparent to him.
 - 2 That notification shall be accompanied or, as soon as reasonably practicable, followed by the Contractor's initial assessment of the loss and/or expense incurred and any further amounts likely to be incurred, together with such information as is reasonably necessary to enable the Employer to ascertain the loss and/or expense incurred.
 - 3 The Contractor shall thereafter, in such form and manner as the Employer may reasonably require, update that assessment and information at monthly intervals until all information reasonably necessary to allow ascertainment of the total amount of such loss and expense has been supplied.
 - 4 Within 28 days of receipt of the initial assessment and information and 14 days of each subsequent update of them the Employer shall notify the Contractor of the ascertained

^[43] For the effect of clause 4·18·2, see the Design and Build Contract Guide.

amount of the loss and/or expense incurred, each ascertainment being made by reference to the information supplied by the Contractor and in sufficient detail to enable the Contractor to identify differences between it and the Contractor's assessment.

Relevant Matters

4.21 The following are the Relevant Matters:

- 1 Changes and any other matters or instructions which under these Conditions are to be treated as a Change;
- 2 Employer's instructions:
 - 1 under clause 3.10 or 3.11; or
 - 2 for the opening up for inspection or testing of any work, materials or goods under clause 3.12 (including making good), unless the inspection or test shows that the work, materials or goods are not in accordance with this Contract;
- 3 compliance with clause 3.15.1 or with Employer's instructions under clause 3.15.2;
- 4 delay in receipt of any permission or approval for the purposes of Development Control Requirements necessary for the Works to be carried out or proceed, which delay the Contractor has taken all practicable steps to avoid or reduce;
- 5 any impediment, prevention or default, whether by act or omission, by the Employer or any Employer's Person, except to the extent caused or contributed to by any default, whether by act or omission, of the Contractor or any Contractor's Person.

Amounts ascertained – addition to Contract Sum

4.22 Amounts ascertained under clause 4.20 shall be added to the Contract Sum.

Reservation of Contractor's rights and remedies

4.23 The provisions of clauses 4.19 to 4.22 shall not limit or affect any other rights and remedies of the Contractor.

Final Statement and Final Payment^[44]

- #### 4.24
- 1 Following practical completion of the Works the Contractor shall submit the Final Statement to the Employer and supply him with such supporting documents as he may reasonably require.
 - 2 The Final Statement shall set out the adjustments to the Contract Sum to be made in accordance with clause 4.2 and shall state:
 - 1 the Contract Sum, as so adjusted; and
 - 2 the sum of amounts already paid by the Employer to the Contractor,

and the final payment shall be the difference (if any) between the two sums, which shall be shown as a balance due to the Contractor from the Employer or to the Employer from the Contractor, as the case may be. The Final Statement shall state the basis on which that amount has been calculated, including details of all such adjustments.
 - 3 If the Contractor does not submit the Final Statement within 3 months of practical completion of the Works, the Employer may on or after the expiry of that period give the Contractor notice that unless that statement is submitted within 2 months from the date of the notice the Employer may himself issue a final statement in lieu of that from the Contractor.
 - 4 Unless the Contractor submits the Final Statement prior to the Employer exercising that right, the Employer may at any time after the 2 month notice period issue a final statement to the Contractor ('the Employer's Final Statement') in the form and with the details required by clause 4.24.2, so far as the Employer, on the information in his possession, is reasonably able to do so.
 - 5 The due date for the final payment shall be the date one month after whichever of the

^[44] The effect of the Final Statement is set out in clause 1.8.

following occurs last:

- 1 the end of the Rectification Period in respect of the Works or (where there are Sections) the last such period to expire;
 - 2 the date stated in the Notice of Completion of Making Good under clause 2·36 or (where there are Sections) in the last such notice to be issued; or
 - 3 the date of submission to the other Party of the Final Statement or, if issued first, the Employer's Final Statement ('the relevant statement').
- 6 Except to the extent that prior to the due date for the final payment the Employer gives notice to the Contractor disputing anything in the Final Statement or the Contractor gives notice to the Employer disputing anything in the Employer's Final Statement, and subject to clause 1·8·2, the relevant statement shall upon the due date become conclusive as to the sum due under clause 4·24·2 and have the further effects stated in clause 1·8.

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Section 5 Changes

General

Definition of Changes

5.1 The term 'Change' means:

- 1 a change in the Employer's Requirements which makes necessary the alteration or modification of the design, quality or quantity of the Works, otherwise than such as may be reasonably necessary for the purposes of rectification pursuant to clause 3.13, including:
 - 1 the addition, omission or substitution of any work;
 - 2 the alteration of the kind or standard of any of the materials or goods to be used in the Works;
 - 3 the removal from the site of any work executed or Site Materials other than work, materials or goods which are not in accordance with this Contract;
- 2 the imposition by the Employer of any obligations or restrictions in regard to the following matters or any addition to or alteration or omission of any such obligations or restrictions that are so imposed or are imposed in the Employer's Requirements in regard to:
 - 1 access to the site or use of any specific parts of the site;
 - 2 limitations of working space;
 - 3 limitations of working hours; or
 - 4 the execution or completion of the work in any specific order.^[45]

Valuation of Changes and provisional sum work

5.2 The value of:

- 1 all Changes required by Employer's instructions;
- 2 all work which under these Conditions is to be treated as a Change; and
- 3 all work executed by the Contractor in accordance with Employer's instructions as to the expenditure of Provisional Sums included in the Employer's Requirements

shall be such amount as is agreed by the Employer and the Contractor or, where not agreed, the amount valued (a 'Valuation') in accordance with clauses 5.4 to 5.7 ('the Valuation Rules').

Giving effect to Valuations, agreements etc.

5.3 The Contract Sum shall be adjusted for each agreement by the Employer and the Contractor under clause 5.2 and for each Valuation.

The Valuation Rules

Measurable Work

5.4 Valuations shall be made in accordance with this clause 5.4 and, so far as is relevant, clauses 5.5 to 5.7.

- 1 Allowance shall be made in such Valuations for the addition or omission of the relevant design work.
- 2 The valuation of additional or substituted work shall be consistent with the values of work of a similar character set out in the Contract Sum Analysis, making due allowance for any change in the conditions under which work is carried out and/or any significant change in the quantity of the work so set out. Where there is no work of a similar character set out in the Contract Sum Analysis a fair valuation shall be made.

^[45] See clause 3.5.1 for the Contractor's right of reasonable objection to Changes.

- 3 The valuation of the omission of work set out in the Contract Sum Analysis shall be in accordance with the values therein for such work.
- 4 Any valuation of work under clauses 5·4·2 and 5·4·3 shall include allowance for any necessary addition to or reduction of the provision of site administration, site facilities and temporary works.

Daywork

5·5 Where the execution of additional or substituted work cannot be valued in accordance with clause 5·4, the Valuation shall comprise:

- 1 the prime cost of such work (calculated in accordance with the 'Definition of Prime Cost of Daywork carried out under a Building Contract' issued by The Royal Institution of Chartered Surveyors (RICS) and Construction Industry Publications Ltd as current at the Base Date) together with Percentage Additions to each section of the prime cost at the rates stated in the document identified in the Contract Particulars or, if they apply in respect of labour, at the All-Inclusive Rates stated in such document; or
- 2 where the work is within the province of any specialist trade and the RICS and the appropriate body representing the employers in that trade have agreed and issued a definition of prime cost of daywork^[46], the prime cost of such work calculated in accordance with that definition current at the Base Date, together with Percentage Additions on the prime cost at the rates stated in the document identified in the Contract Particulars or, if they apply in respect of labour, at the All-Inclusive Rates stated in such document.

Provided that in any case vouchers specifying the time daily spent upon the work, the workmen's names, the plant and the materials employed shall be delivered for verification to the Employer not later than 7 Business Days after the work has been executed.

Change of conditions for other work

5·6 If as a result of:

- 1 compliance with any instruction requiring a Change; or
- 2 compliance with any instruction as to the expenditure of a Provisional Sum,

there is a substantial change in the conditions under which any other work is executed, that other work shall be treated as a Change and shall be valued in accordance with the provisions of this section 5.

Additional provisions

- 5·7** ·1 To the extent that a Valuation does not relate to the execution of additional or substituted work or the omission of work or to the extent that the valuation of any work or liabilities directly associated with a Change cannot reasonably be effected in the Valuation by the application of clauses 5·4 to 5·6, a fair valuation shall be made.
- 2 No allowance shall be made under the Valuation Rules for any effect upon the regular progress of the Works or of any part of them or for any other direct loss and/or expense for which the Contractor would be reimbursed by payment under any other provision in these Conditions.

^[46] There are currently three definitions to which clause 5·5·2 refers, namely those agreed between the RICS and the Electrical Contractors Association, the RICS and the Electrical Contractors Association of Scotland and the RICS and the Building and Engineering Services Association.

Section 6 Injury, Damage and Insurance

Personal Injury and Property Damage

Contractor's liability – personal injury or death

- 6.1 The Contractor shall be liable for, and shall indemnify the Employer against, any expense, liability, loss, claim or proceedings whatsoever in respect of personal injury to or the death of any person arising out of or in the course of or caused by the carrying out of the Works, except to the extent that the same is due to any act or neglect of the Employer, any Employer's Person or any Statutory Undertaker.

Contractor's liability – loss, injury or damage to property

- 6.2 Subject to clause 6.3, the Contractor shall be liable for, and shall indemnify the Employer against, any expense, liability, loss, claim or proceedings in respect of any loss, injury or damage whatsoever to any property real or personal in so far as such loss, injury or damage arises out of or in the course of or by reason of the carrying out of the Works and to the extent that the same is due to any negligence, breach of statutory duty, omission or default of the Contractor or any Contractor's Person.

Loss or damage to Existing Structures or their contents

- 6.3
- 1 Where paragraph C.1 of Insurance Option C applies, the Contractor's liability and indemnity under clause 6.2 excludes any loss or damage to Existing Structures or to any of their contents required to be insured under that option that is caused by any of the risks or perils required or agreed to be insured against under that option.
 - 2 The exclusion in clause 6.3.1 shall apply notwithstanding that the loss or damage is or may be due in whole or in part to the negligence, breach of statutory duty, omission or default of the Contractor or any Contractor's Person.
 - 3 Where Insurance Option C applies but a C.1 Replacement Schedule applies in lieu of paragraph C.1, the Contractor's liability and indemnity under clause 6.2 shall, in respect of loss, injury or damage to the Existing Structures and their contents due to the causes specified in that clause, be subject only to such limitations or exclusions as are specified in that schedule.
 - 4 The reference in clause 6.2 to 'property real or personal' does not include the Works, work executed or Site Materials up to and including the date of issue of the Practical Completion Statement or, if earlier, the date of termination of the Contractor's employment, except that:
 - 1 after the date of issue of a Section Completion Statement, the Section to which it relates shall no longer be regarded as 'the Works' or 'work executed' for these purposes; and
 - 2 if partial possession is taken under clause 2.30, the Relevant Part shall no longer be so regarded after the Relevant Date.

Insurance against Personal Injury and Property Damage

Contractor's insurance of his liability

- 6.4
- 1 Without limiting or affecting his indemnities to the Employer under clauses 6.1 and 6.2, the Contractor shall effect and maintain insurance in respect of claims arising out of the liabilities referred to in those clauses which:
 - 1 in respect of claims for personal injury to or the death of any employee of the Contractor arising out of and in the course of such person's employment, shall comply with all relevant legislation; and

- 2 for all other claims to which clause 6·4·1 applies^[47], shall indemnify the Employer in like manner to the Contractor (but only to the extent that the Contractor may be liable to indemnify the Employer under the terms of this Contract) and shall for any one occurrence or series of occurrences arising out of one event be in a sum not less than that stated in the Contract Particulars for clause 6·4·1.^[48]
- 2 As to evidence that such insurances have been effected and are being maintained and the consequences of failure to comply, clause 6·12 shall apply.

Contractor's insurance of liability of Employer

- 6·5**
- 1 If the Employer's Requirements state that insurance under clause 6·5·1 is required, the Contractor shall effect and maintain a policy of insurance in the names of the Employer and the Contractor for the amount of indemnity stated in the Contract Particulars in respect of any expense, liability, loss, claim or proceedings which the Employer may incur or sustain by reason of injury or damage to any property caused by collapse, subsidence, heave, vibration, weakening or removal of support or lowering of ground water arising out of or in the course of or by reason of the carrying out of the Works, excluding injury or damage:
 - 1 for which the Contractor is liable under clause 6·2;
 - 2 which is attributable to errors or omissions in the designing of the Works;
 - 3 which can reasonably be foreseen to be inevitable having regard to the nature of the work to be executed and the manner of its execution;
 - 4 (if Insurance Option C applies) which it is the responsibility of the Employer to insure under paragraph C·1 of Schedule 3;
 - 5 to the Works and Site Materials except where the Practical Completion Statement has been issued or in so far as any Section is the subject of a Section Completion Statement;
 - 6 which arises from any consequence of war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion or revolution, insurrection or military or usurped power;
 - 7 which is directly or indirectly caused by or contributed to by or arises from the Excepted Risks;
 - 8 which is directly or indirectly caused by or arises out of pollution or contamination of buildings or other structures or of water or land or the atmosphere happening during the period of insurance, save that this exception shall not apply in respect of pollution or contamination caused by a sudden identifiable, unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during the period of insurance (all pollution or contamination which arises out of one incident being considered for the purpose of this insurance to have occurred at the time such incident takes place); or
 - 9 which results in any costs or expenses being incurred by the Employer or in any other sums being payable by the Employer in respect of damages for breach of contract, except to the extent that such costs or expenses or damages would have attached in the absence of any contract.
 - 2 Any insurance under clause 6·5·1 shall be placed with insurers approved by the Employer, and the Contractor shall upon its issue deposit the policy with the Employer.
 - 3 As to evidence that such insurance has been effected and is being maintained and the consequences of failure to comply, clause 6·12 shall apply.

Excepted Risks

- 6·6** Notwithstanding clauses 6·1, 6·2 and 6·4·1, the Contractor shall neither be liable to indemnify the Employer nor obliged to insure against any personal injury to or the death of any person or any damage, loss or injury to the Works, Site Materials, work executed, the site or any other property, caused by the effect of an Excepted Risk.

^[47] It should be noted that the cover granted under Public Liability policies taken out pursuant to clause 6·4·1 may not be co-extensive with the indemnity given to the Employer in clauses 6·1 and 6·2: for example, each claim may be subject to an excess and cover may not be available in respect of loss or damage due to gradual pollution.

^[48] The Contractor may, if he wishes, insure for a sum greater than that stated in the Contract Particulars.

Insurance of the Works and Existing Structures

Insurance Options and period

- 6.7
- 1 Insurance Options A, B and C are set out in Schedule 3. The Insurance Option that applies to this Contract is that stated in the Contract Particulars.^[49]
 - 2 In each case the Party responsible for effecting a Joint Names Policy under the Insurance Option that applies (the 'Works Insurance Policy') shall maintain that policy up to and including the date of issue of the Practical Completion Statement, or last Section Completion Statement, or (if earlier) the date of termination of the Contractor's employment, except that the obligation to maintain a Works Insurance Policy:
 - 1 shall not apply in relation to a Section after the date of issue of its Section Completion Statement; and
 - 2 if partial possession is taken under clause 2.30, shall not as from the Relevant Date apply in relation to the Relevant Part.

Related definitions

- 6.8 In these Conditions the following phrases shall have the following meanings:

All Risks Insurance^[50]:

insurance which provides cover against any physical loss or damage to work executed and Site Materials and against the reasonable cost of the removal and disposal of debris and of any shoring and propping of the Works which results from such physical loss or damage but excluding the cost necessary to repair, replace or rectify:

(a) property which is defective due to:

- (i) wear and tear,
- (ii) obsolescence, or
- (iii) deterioration, rust or mildew;

(b) any work executed or any Site Materials lost or damaged as a result of its own defect in design, plan, specification, material or workmanship or any other work executed which is lost or damaged in consequence thereof where such work relied for its support or stability on such work which was defective^[51];

(c) loss or damage caused by or arising from:

^[49] **Insurance Options A and B** are for use in the case of new buildings. **Insurance Option A** is applicable where the **Contractor** is required to take out a Joint Names Policy for All Risks Insurance of the Works or to include them on that basis within his Annual Construction policy; **Insurance Option B** is applicable where the **Employer** has elected to take out that Joint Names Policy.

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 through use of a C.1 Replacement Schedule or as otherwise described in the Design and Build Contract Guide will be necessary.

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.

^[50] The risks and costs that All Risks Insurance is required to cover are defined by exclusions. Policies issued by insurers are not standardised; the way in which insurance for these risks is expressed varies and **in some cases it may not be possible for insurance to be taken out against certain of the risks required to be covered.** In the case of Terrorism Cover, where the extension of cover will involve an additional premium and may in certain situations be difficult to effect, the requirement is now expressly limited to Pool Re Cover or such other cover as is agreed and set out in the Contract Particulars. That extension and any other relevant details of Works insurance also require discussion and agreement between the Parties and their insurance advisers at an early stage, **prior to entering into the Contract.** See the Design and Build Contract Guide.

^[51] In an All Risks Insurance policy for the Works, cover should not be reduced by any exclusion that goes beyond the terms of paragraph (b) in this definition. For example, an exclusion in terms that 'This Policy excludes all loss of or damage to the property insured due to defective design, plan, specification, materials or workmanship' would not be in accordance with the terms of the relevant Insurance Options or that definition. In relation to design defects, wider All Risks cover than that specified may be available, though it is not standard.

- (i) any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, confiscation, commandeering, nationalisation or requisition or loss or destruction of or damage to any property by or under the order of any government *de jure* or *de facto* or public, municipal or local authority,
- (ii) disappearance or shortage if such disappearance or shortage is only revealed when an inventory is made or is not traceable to an identifiable event, or
- (iii) an Excepted Risk.

Excepted Risks:

the risks comprise:

(a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof (other than such risk insofar, but only insofar, as it is included in the Terrorism Cover from time to time required to be taken out and maintained under this Contract);

(b) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds; and

(c) any act of terrorism that is not within the Terrorism Cover from time to time required to be taken out and maintained under this Contract.

Joint Names Policy:

a policy of insurance which includes the Employer and the Contractor as composite insured and under which the insurers have no right of recourse against any person named as an insured, or, pursuant to clause 6.9, recognised as an insured thereunder.

Pool Re Cover:

such insurance against loss or damage to work executed and Site Materials caused by or resulting from terrorism as is from time to time generally available from insurers who are members of the Pool Reinsurance Company Limited scheme or of any similar successor scheme.^[52]

Specified Perils:

fire, lightning, explosion, storm, flood, escape of water from any water tank, apparatus or pipe, earthquake, aircraft and other aerial devices or articles dropped therefrom, riot and civil commotion, but excluding Excepted Risks.

Terrorism Cover:

Pool Re Cover or other insurance against loss or damage to work executed and Site Materials (and/or, for the purposes of clause 6.11.1, to an Existing Structure and/or its contents) caused by or resulting from terrorism.^[52]

Sub-contractors – Specified Perils cover under Works Insurance Policies

6.9 ·1 The Contractor, where Insurance Option A applies, and the Employer, where Insurance Option B or C applies, shall ensure that the Works Insurance Policy either:

- 1 provides for recognition of each sub-contractor as an insured under the policy; or
- 2 includes a waiver by the insurers of any right of subrogation which they may have against any such sub-contractor

in respect of loss or damage by the Specified Perils to the Works or relevant Section, work executed and Site Materials and that this recognition or waiver continues up to and including the date of issue of any statement or other document which states that in relation to the Works, the sub-contractor's works are practically complete or, if earlier, the date of

^[52] As respects Terrorism Cover and the requirements of Insurance Options A, B and C, see footnote [50] and the Design and Build Contract Guide.

termination of the sub-contractor's employment. Where there are Sections, the recognition or waiver for a sub-contractor in relation to a Section shall cease upon the issue of such statement or other document for his work in that Section.

- 2 Clause 6·9·1 applies also in respect of any Works Insurance Policy taken out in default under clause 6·12·2.

Terrorism Cover – policy extensions and premiums

- 6·10 ·1 To the extent that the Works Insurance Policy excludes (or would otherwise exclude) loss or damage caused by terrorism, the Contractor, where Insurance Option A applies, or the Employer, where Insurance Option B or C applies, shall unless otherwise agreed effect and maintain, either as an extension to the Works Insurance Policy or as a separate Joint Names Policy, in the same amount and for the same period as the Works Insurance Policy, such Terrorism Cover as is specified in or by the Contract Particulars, subject to clauses 6·10·4 and 6·11.
- 2 Where Insurance Option A applies and the Contractor is required to take out and maintain Pool Re Cover, the cost of that cover and its renewal shall be deemed to be included in the Contract Sum save that, if at any renewal of the cover there is a variation in the rate on which the premium is based, the Contract Sum shall be adjusted by the net amount of the difference between the premium paid by the Contractor and the premium that would have been paid but for the change in rate.
- 3 Where Insurance Option A applies and Terrorism Cover other than Pool Re Cover is specified as required, the cost of such other cover and of its renewal shall be added to the Contract Sum.
- 4 Where Insurance Option A applies and the Employer is a Local or Public Authority, if at any renewal of the Terrorism Cover (of any type) there is an increase in the rate on which the premium is based, he may instruct the Contractor not to renew the Terrorism Cover. If he so instructs, clause 6·13·5·3 shall apply with effect from the renewal date.

Terrorism Cover – non-availability – Employer's options

- 6·11 ·1 If the insurers named in any Joint Names Policy notify either Party that, with effect from a specified date (the 'cessation date'), Terrorism Cover will cease and will no longer be available or will only continue to be available with a reduction in the scope or level of such cover, the recipient shall immediately notify the other Party.
- 2 The Employer, after receipt of such notification but before the cessation date, shall give notice to the Contractor either:
 - 1 that, notwithstanding the cessation or reduction in scope or level of Terrorism Cover, the Employer requires that the Works continue to be carried out; or
 - 2 that on the date stated in the Employer's notice (which shall be a date after the date of the insurers' notification but no later than the cessation date) the Contractor's employment under this Contract shall terminate.
- 3 Where Insurance Option A applies and the Employer gives notice under clause 6·11·2·1 requiring continuation of the Works, he may instruct the Contractor to effect and maintain any alternative or additional form of Terrorism Cover then reasonably obtainable by the Contractor, the net additional cost to the Contractor of any such cover and its renewal shall be added to the Contract Sum.
- 4 If the Employer gives notice of termination under clause 6·11·2·2, then upon and from such termination the provisions of clause 8·12 (excluding clause 8·12·3·5) shall apply.
- 5 If the Employer does not give notice of termination under clause 6·11·2·2, but work executed and/or Site Materials thereafter suffer physical loss or damage caused by terrorism, clauses 6·13 and 6·14 shall as appropriate apply.

Evidence of insurance

- 6·12 ·1 Where a Party is required by this Contract to effect and maintain an insurance policy or cover under any of clauses 6·4, 6·5, 6·7 and 6·10, or is responsible for ensuring that it is effected and maintained, that Party shall at the request of the other Party supply such documentary evidence as the other Party may reasonably require that the policy or cover has been effected and remains in force.
- 2 If a Party required to provide such documentary evidence fails to provide it within 7 days of a request being made, the other Party may assume that there has been a failure to insure, and may insure against any risk, liability or expense to which he may be exposed as a

consequence, but shall not be obliged to do so. If the other Party insures, the defaulting Party shall be liable for the costs that the other Party incurs in taking out and maintaining that insurance. Any costs payable to the Contractor shall be added to the Contract Sum; any costs payable to the Employer may be deducted from any sums due or to become due to the Contractor or shall be recoverable from the Contractor as a debt.

Loss or damage – insurance claims and reinstatement

- 6.13**
- 1 If during the carrying out of the Works any loss or damage affecting any executed work or Site Materials is occasioned by any of the risks covered by the Works Insurance Policy or an Excepted Risk or there is any loss of or damage of any kind to any of the Existing Structures or their contents, the Contractor shall forthwith upon it occurring or becoming apparent give notice to the Employer of its nature, location and extent.
 - 2 Subject to clauses 6.13.5.1 and 6.13.6, the occurrence of such loss or damage to executed work or Site Materials shall be disregarded in calculating any amounts payable to the Contractor under this Contract.
 - 3 The Contractor, for himself and for all his sub-contractors recognised as an insured under the Works Insurance Policy, shall authorise the insurers to pay to the Employer all monies from such insurance, and from any policies covering Existing Structures or their contents that are effected by the Employer.
 - 4 Where loss or damage affecting executed work or Site Materials is occasioned by any risk covered by the Works Insurance Policy, and subject to clause 6.14 where relevant, the Contractor shall after any inspection required by the insurers under the Works Insurance Policy and with due diligence restore the damaged work, replace or repair any lost or damaged Site Materials, remove and dispose of any debris (collectively 'reinstatement work') and proceed with the carrying out and completion of the Works.
 - 5 Where Insurance Option A applies:
 - 1 the Employer shall pay all monies from such insurance to the Contractor by instalments under separate reinstatement work statements issued by the Employer at the same dates as those for Payment Notices under clause 4.7.5 but without deduction of Retention and less only the amounts referred to in clause 6.13.5.2;
 - 2 the Employer may retain from those monies any amounts properly incurred by the Employer and notified by him to insurers in respect of professional fees up to the aggregate amount of the percentage cover for those fees or (if less) the amount paid by insurers in respect of those fees;
 - 3 in respect of reinstatement work, the Contractor shall not be entitled to any payment other than amounts received under the Works Insurance Policy except where there has been a cessation of or reduction in Terrorism Cover under clause 6.10.4 or 6.11 and loss or damage is then caused by or results from terrorism, in which case the reinstatement work shall, to the extent that its cost is no longer recoverable under the policy, be treated as a Change and under clause 4.12.2.4, 4.13.2.4 or 6.13.5.1 included in Payment Notices. In neither case shall there be any reduction in any amount payable by reason of any act or neglect of the Contractor or of any sub-contractor which may have contributed to the physical loss or damage.
 - 6 Where Insurance Option B or paragraph C.2 of Insurance Option C applies or where loss or damage is caused by an Excepted Risk, reinstatement work shall be treated as a Change.

Loss or damage to Existing Structures – right of termination

- 6.14**
- If there is material loss of or damage to any of the Existing Structures, the Employer shall be under no obligation to reinstate those structures, but either Party may, if it is just and equitable, terminate the Contractor's employment under this Contract by notice given to the other in accordance with clause 1.7.4 within 28 days of the occurrence of that loss or damage. If such notice is given, then:
- 1 unless within 7 days of receiving the notice (or such longer period as may be agreed) the Party to whom it is given invokes a dispute resolution procedure of this Contract to determine whether the termination is just and equitable, it shall be deemed to be so;
 - 2 upon the giving of that notice or, where a dispute resolution procedure is invoked within

that period, upon any final upholding of the notice, the provisions of clause 8.12 (except clause 8.12.3.5) shall apply.

Professional Indemnity Insurance

Obligation to insure

6.15 The Contractor shall:

- 1 forthwith after this Contract has been entered into, take out (unless he has already done so) a Professional Indemnity insurance policy with limits of indemnity of the types and in amounts not less than those stated in the Contract Particulars^[53];
- 2 thereafter, provided it is available at commercially reasonable rates, maintain such insurance until the expiry of the period stated in the Contract Particulars from the date of practical completion of the Works; and
- 3 as and when reasonably requested to do so by the Employer, produce for inspection documentary evidence that such insurance has been effected and/or is being maintained.

Increased cost and non-availability

- 6.16** If the insurance referred to in clause 6.15 ceases to be available at commercially reasonable rates, the Contractor shall immediately give notice to the Employer so that the Contractor and the Employer can discuss the means of best protecting their respective positions in the absence of such insurance.

Joint Fire Code – compliance

Application of clauses

- 6.17** Clauses 6.18 to 6.20 apply where the Contract Particulars state that the Joint Fire Code applies.

Compliance with Joint Fire Code

- 6.18** The Parties shall comply with the Joint Fire Code and any amendments or revisions to it; the Employer shall ensure such compliance by all Employer's Persons and the Contractor shall ensure such compliance by all Contractor's Persons.

Breach of Joint Fire Code – Remedial Measures

- 6.19** ·1 If a breach of the Joint Fire Code occurs and the insurers under the Works Insurance Policy specify by notice to the Employer or the Contractor the remedial measures they require (the 'Remedial Measures'), the Party receiving the notice shall copy it to the other and the Contractor shall ensure that the Remedial Measures are carried out.
- 2 If the Contractor, within 7 days of receipt of a notice specifying Remedial Measures, does not begin to carry out or thereafter fails without reasonable cause regularly and diligently to proceed with the Remedial Measures, then the Employer may employ and pay other persons to carry out those Remedial Measures. The Contractor shall be liable for all additional costs incurred by the Employer in connection with such employment and an appropriate deduction shall be made from the Contract Sum.

Joint Fire Code – amendments/revisions

- 6.20** Where the Joint Fire Code is, under a Joint Names Policy, applicable to the Works and amendments or revisions are made to it after the Base Date, any cost of compliance by the Contractor with amendments or revisions made after that date shall be borne as stated in the Contract Particulars. If the cost is to be borne by the Employer, it shall be added to the Contract Sum.

^[53] See the Design and Build Contract Guide.

Section 7 Assignment, Performance Bonds and Guarantees, Third Party Rights and Collateral Warranties

Assignment

General

- 7.1 Subject to clause 7.2, neither the Employer nor the Contractor shall without the consent of the other assign this Contract or any rights thereunder.

Rights of enforcement

- 7.2 Where clause 7.2 is stated in the Contract Particulars to apply, then, in the event of transfer by the Employer of his freehold or leasehold interest in, or of a grant by the Employer of a leasehold interest in, the whole of the premises comprising the Works or (if the Contract Particulars so state) any Section, the Employer may at any time after practical completion of the Works or of the relevant Section grant or assign to any such transferee or lessee the right to bring proceedings in the name of the Employer (whether by arbitration or litigation, whichever applies under this Contract) to enforce any of the terms of this Contract made for the benefit of the Employer. The assignee shall be estopped from disputing any enforceable agreements reached between the Employer and the Contractor which arise out of and relate to this Contract (whether or not they are or appear to be a derogation from the right assigned) and which are made prior to the date of any grant or assignment.

Performance Bonds and Guarantees

- 7.3 The Contractor shall on the execution of this Contract provide to the Employer whichever of the following the Contract Particulars state as being required:
- 1 a performance bond or guarantee of the Contractor's due performance of the Contract from a bank or other surety approved by the Employer in an amount equal to the percentage of the Contract Sum and for the period stated in the Contract Particulars;
 - 2 a guarantee by the Contractor's parent company identified in the Contract Particulars;
- any such bond or guarantee, unless otherwise agreed by the Employer, being substantially in the form of the document identified by the Contract Particulars.

Clauses 7A to 7E – Preliminary

Rights Particulars

- 7.4 The requirements for the grant of P&T Rights and Funder Rights by the Contractor and sub-contractors and any requirement for the grant of Employer Rights by any sub-contractors ('Rights Particulars') are set out in the document(s) identified in the Contract Particulars against the reference to clause 7.4.^[54] As respects those requirements:
- 1 such rights are conferred only on persons sufficiently identified (by name, class or description) in the Rights Particulars;
 - 2 if in relation to an identified beneficiary the Rights Particulars fail to specify the method by

^[54] The relevant Rights Particulars should identify the beneficiaries (by name, class or description) and the sub-contractors who are also required to grant rights, specify whether rights are to be granted at each level as Third Party Rights or 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 rights or warranties that are to be given. A Model Form for the Rights Particulars is included in the Design and Build Contract Guide and is also available on the JCT website www.jctltd.co.uk. In the case of third party rights the relevant limits and details required for the purposes of the respective parts of Schedule 5 of this Contract and Schedule 6 of the Design and Build Sub-Contract are the same as required for the purposes of the Warranty Particulars for the corresponding Collateral Warranty (CWa/P&T, CWa/F, SCWa/P&T, SCWa/F or SCWa/E). Directions may be needed as to mode of execution of sub-contracts and/or collateral warranties by relevant sub-contractors. See also the Design and Build Contract Guide.

which such rights are to be conferred, the Contractor in relation to rights to be granted by him may elect to do so either as third party rights or by collateral warranty;

- 3 unless otherwise stated in the Rights Particulars, the term 'the Consultants' shall in all third party rights and/or collateral warranties to be granted mean the Employer's Agent (including any replacements) and any other consultants providing design services to the Employer in connection with the Works.

Notices

- 7.5 Each notice to the Contractor referred to in clauses 7A to 7E shall be given in accordance with clause 1.7.4.

Execution of Collateral Warranties

- 7.6 Where this Contract is executed as a deed, any collateral warranty to be entered into by the Contractor pursuant to clause 7C or 7D shall be executed as a deed. Where this Contract is executed under hand, any such warranty may be executed under hand.^[55]

Third Party Rights from Contractor

Rights for Purchasers and Tenants

- 7A ·1 Where the Rights Particulars state that the Contractor shall confer P&T Rights on a Purchaser or Tenant as third party rights, those rights shall vest in that Purchaser or Tenant on the date of receipt by the Contractor of the Employer's notice to that effect, stating the name of the Purchaser or Tenant and the nature of his interest in the Works.
- 2 Where P&T Rights have vested in any Purchaser or Tenant, the Employer and the Contractor shall not be entitled without the consent of that Purchaser or Tenant to amend or vary the express provisions of this clause 7A or of Part 1 of Schedule 5 (Third Party Rights for Purchasers and Tenants) but, subject thereto, the rights of the Employer and/or the Contractor:
 - 1 to terminate the Contractor's employment under this Contract (whether under section 8 or otherwise), or to agree to rescind this Contract;
 - 2 to agree to amend or otherwise vary or to waive any terms of this Contract;
 - 3 to agree to settle any dispute or other matter arising out of or in connection with this Contract, in each case in or on such terms as they shall in their absolute discretion think fit,
 shall not be subject to the consent of any Purchaser or Tenant.

Rights for a Funder

- 7B ·1 Where the Rights Particulars state that the Contractor shall confer Funder Rights on a Funder as third party rights, those rights shall vest in the Funder on the date of receipt by the Contractor of the Employer's notice to that effect.
- 2 Where Funder Rights have been vested in the Funder pursuant to clause 7B.1:
 - 1 no amendment or variation shall be made to the express terms of this clause 7B, to Part 2 of Schedule 5 (Third Party Rights for a Funder) or to the relevant Rights Particulars without the prior written consent of the Funder; and
 - 2 neither the Employer nor the Contractor shall agree to rescind this Contract, and the rights of the Contractor to terminate his employment under this Contract or to treat it as repudiated shall in all respects be subject to the provisions of paragraph 6 of Part 2 of Schedule 5

but, subject thereto, unless and until the Funder gives notice under paragraph 5 or paragraph 6.4 of Part 2 of Schedule 5, the Contractor shall remain free without the consent of the Funder to agree with the Employer to amend or otherwise vary or to waive any term of this Contract and to settle any dispute or other matter arising out of or in connection with this Contract, in each case in such terms as they think fit, without any requirement that the

^[55] See the footnote to clause 7.4 above.

Contractor obtain the consent of the Funder.

Collateral Warranties from Contractor

Contractor's Warranties – Purchasers and Tenants

- 7C** Where the Rights Particulars state that the Contractor shall confer P&T Rights on a Purchaser or Tenant by way of collateral warranty, the Employer may by notice to the Contractor, identifying the Purchaser or Tenant and his interest in the Works, require that the Contractor within 14 days from receipt of that notice enter into a Collateral Warranty with such Purchaser or Tenant in the form CWa/P&T, completed in accordance with the relevant Rights Particulars.

Contractor's Warranty – Funder

- 7D** Where the Rights Particulars state that the Contractor shall confer Funder Rights on a Funder by way of collateral warranty, the Employer may by notice to the Contractor require that the Contractor within 14 days from receipt of the Employer's notice enter into a Collateral Warranty with the Funder in the form CWa/F, completed in accordance with the relevant Rights Particulars.

Third Party Rights and Collateral Warranties from Sub-Contractors

- 7E** Where the Rights Particulars state that a sub-contractor shall confer third party rights on a Purchaser, Tenant or Funder and/or the Employer or execute and deliver a Collateral Warranty in favour of such person:

- 1 the Contractor shall comply with the Contract Documents as to the obtaining of such rights or warranties including:
 - 1 on receipt of notice from the Employer identifying in each case the sub-contractor, type of right or warranty and beneficiary, promptly giving notice under clause 2·26·3 or, where appropriate, 2·26·4 of the JCT Design and Build Sub-Contract Conditions or other equivalent sub-contract condition to each sub-contractor identified in the Employer's notice; and
 - 2 in the case of each Collateral Warranty specified in the Employer's notice and within 21 days of receipt of that notice, taking such steps as are required to obtain each warranty, promptly forwarding the executed document to the Employer or as he may direct and, where Collateral Warranty SCWa/F is required, having himself also executed and delivered the document;
- 2 any amendment to the form of any third party rights or collateral warranty proposed by a sub-contractor shall require approval by both the Contractor and the Employer;
- 3 in the case of vested third party rights, the Contractor shall not without the consent of each beneficiary in whom those rights have been vested:
 - 1 agree any amendment or variation to the express terms of clause 2·26, clause 2·27 or Schedule 6 (Third Party Rights) of the JCT Design and Build Sub-Contract Conditions or other equivalent conditions of the sub-contract; or
 - 2 where such beneficiary is the Employer or a Funder, agree to rescind the sub-contract.

Section 8 Termination

General

Meaning of insolvency

8.1 For the purposes of these Conditions:

- 1 a company becomes Insolvent:
 - 1 when it enters administration within the meaning of Schedule B1 to the Insolvency Act 1986;
 - 2 on the appointment of an administrative receiver or manager of its property under Chapter I of Part III of that Act, or the appointment of a receiver under Chapter II of that Part;
 - 3 on the passing of a resolution for voluntary winding-up without a declaration of solvency under section 89 of that Act; or
 - 4 on the making of a winding-up order under Part IV or V of that Act;
- 2 a partnership becomes Insolvent:
 - 1 on the making of a winding-up order against it under any provision of the Insolvency Act 1986 as applied by an order under section 420 of that Act; or
 - 2 when sequestration is awarded on the estate of the partnership under section 12 of the Bankruptcy (Scotland) Act 1985 or the partnership grants a trust deed for its creditors.
- 3 an individual becomes Insolvent:
 - 1 on the making of a bankruptcy order against him under Part IX of the Insolvency Act 1986; or
 - 2 on the sequestration of his estate under the Bankruptcy (Scotland) Act 1985 or when he grants a trust deed for his creditors;
- 4 a person also becomes Insolvent if:
 - 1 he enters into an arrangement, compromise or composition in satisfaction of his debts (excluding a scheme of arrangement as a solvent company for the purposes of amalgamation or reconstruction); or
 - 2 (in the case of a partnership) each partner is the subject of an individual arrangement or any other event or proceedings referred to in this clause 8.1.

Each of clauses 8.1.1 to 8.1.4 also includes any analogous arrangement, event or proceedings in any other jurisdiction.

Notices under section 8

- #### 8.2
- 1 Notice of termination of the Contractor's employment shall not be given unreasonably or vexatiously.
 - 2 Such termination shall take effect on receipt of the relevant notice.
 - 3 Each notice referred to in this section shall be given in accordance with clause 1.7.4.

Other rights, reinstatement

- #### 8.3
- 1 The provisions of clauses 8.4 to 8.7 are without prejudice to any other rights and remedies of the Employer. The provisions of clauses 8.9 and 8.10 and (in the case of termination under either of those clauses) the provisions of clause 8.12, are without prejudice to any other rights and remedies of the Contractor.
 - 2 Irrespective of the grounds of termination, the Contractor's employment may at any time be reinstated if and on such terms as the Parties agree.

Termination by Employer

Default by Contractor

- 8.4**
- 1 If, before practical completion of the Works, the Contractor:
 - 1 without reasonable cause wholly or substantially suspends the carrying out of the Works; or
 - 2 fails to proceed regularly and diligently with the performance of his obligations under this Contract; or
 - 3 refuses or neglects to comply with a notice or instruction from the Employer requiring him to remove any work, materials or goods not in accordance with this Contract and by such refusal or neglect the Works are materially affected; or
 - 4 fails to comply with clause 3.3 or 7.1; or
 - 5 fails to comply with clause 3.16,
 the Employer may give to the Contractor a notice specifying the default or defaults (a 'specified' default or defaults).
 - 2 If the Contractor continues a specified default for 14 days from receipt of the notice under clause 8.4.1, the Employer may on, or within 21 days from, the expiry of that 14 day period by a further notice to the Contractor terminate the Contractor's employment under this Contract.
 - 3 If the Employer does not give the further notice referred to in clause 8.4.2 (whether as a result of the ending of any specified default or otherwise) but the Contractor repeats a specified default (whether previously repeated or not), then, upon or within a reasonable time after such repetition, the Employer may by notice to the Contractor terminate that employment.

Insolvency of Contractor

- 8.5**
- 1 If the Contractor is Insolvent, the Employer may at any time by notice to the Contractor terminate the Contractor's employment under this Contract.
 - 2 The Contractor shall immediately notify the Employer if he makes any proposal, gives notice of any meeting or becomes the subject of any proceedings or appointment relating to any of the matters referred to in clause 8.1.
 - 3 As from the date the Contractor becomes Insolvent, whether or not the Employer has given such notice of termination:
 - 1 clauses 8.7.3 to 8.7.5 and (if relevant) clause 8.8 shall apply as if such notice had been given;
 - 2 the Contractor's obligations under Article 1 and these Conditions to carry out and complete the Works shall be suspended; and
 - 3 the Employer may take reasonable measures to ensure that the site, the Works and Site Materials are adequately protected and that such Site Materials are retained on site; the Contractor shall allow and shall not hinder or delay the taking of those measures.

Corruption and regulation 73(1)(b) of the PC Regulations

- 8.6**
- The Employer shall be entitled by notice to the Contractor to terminate the Contractor's employment under this or any other contract with the Employer if, in relation to this or any other such contract, the Contractor or any person employed by him or acting on his behalf shall have committed an offence under the Bribery Act 2010, or, where the Employer is a Local or Public Authority, shall have given any fee or reward the receipt of which is an offence under sub-section (2) of section 117 of the Local Government Act 1972, or, where this Contract is one to which regulation 73(1) of the PC Regulations applies, the circumstances set out in regulation 73(1)(b) of the PC Regulations apply.

Consequences of termination under clauses 8.4 to 8.6

- 8.7**
- If the Contractor's employment is terminated under clause 8.4, 8.5 or 8.6:
- 1 the Employer may employ and pay other persons to carry out and complete the Works and to make good any defects of the kind referred to in clause 2.35, and he and they may enter upon and take possession of the site and the Works and (subject to obtaining any necessary third party consents) may use all temporary buildings, plant, tools, equipment and Site Materials for those purposes;
 - 2 the Contractor shall:

- 1 when required in writing by the Employer to do so (but not before), remove or procure the removal from the Works of any temporary buildings, plant, tools, equipment, goods and materials belonging to the Contractor or Contractor's Persons;
- 2 provide the Employer with copies of all Contractor's Design Documents then prepared, whether or not previously provided;
- 3 if so required by the Employer within 14 days of the date of termination, assign (so far as assignable and so far as he may lawfully be required to do so) to the Employer, without charge, the benefit of any agreement for the supply of materials or goods and/or for the execution of any work for the purposes of this Contract^[56];
- 3 no further sum shall become due to the Contractor under this Contract other than any amount that may become due to him under clause 8·7·5 or 8·8·2 and the Employer need not pay any sum that has already become due either:
 - 1 insofar as the Employer has given or gives a Pay Less Notice under clause 4·9·5; or
 - 2 if the Contractor, after the last date upon which such notice could have been given by the Employer in respect of that sum, has become insolvent within the meaning of clauses 8·1·1 to 8·1·3;
- 4 following the completion of the Works and the making good of defects in them (or of instructions otherwise, as referred to in clause 2·35), an account of the following shall within 3 months thereafter be set out in a statement prepared by the Employer:
 - 1 the amount of expenses properly incurred by the Employer, including those incurred pursuant to clause 8·7·1 and, where applicable, clause 8·5·3·3, and of any direct loss and/or damage caused to the Employer and for which the Contractor is liable, whether arising as a result of the termination or otherwise;
 - 2 the amount of payments made to the Contractor; and
 - 3 the total amount which would have been payable for the Works in accordance with this Contract;
- 5 if the sum of the amounts stated under clauses 8·7·4·1 and 8·7·4·2 exceeds the amount stated under clause 8·7·4·3, the difference shall be a debt payable by the Contractor to the Employer or, if that sum is less, by the Employer to the Contractor.

Employer's decision not to complete the Works

- 8·8** ·1 If within the period of 6 months from the date of termination of the Contractor's employment the Employer decides not to have the Works carried out and completed, he shall forthwith notify the Contractor. Within a reasonable time from the date of such notification, or if no notification is given but within that 6 month period the Employer does not commence to make arrangements for such carrying out and completion, then within 2 months of the expiry of that 6 month period, the Employer shall send to the Contractor a statement setting out:
- 1 the total value of work properly executed at the date of termination or date on which the Contractor became Insolvent, ascertained in accordance with these Conditions as if that employment had not been terminated, together with any amounts due to the Contractor under these Conditions not included in such total value; and
 - 2 the aggregate amount of any expenses properly incurred by the Employer and of any direct loss and/or damage caused to the Employer and for which the Contractor is liable, whether arising as a result of the termination or otherwise.
- 2 After taking into account amounts previously paid to the Contractor under this Contract, if the amount stated under clause 8·8·1·2 exceeds the amount stated under clause 8·8·1·1, the difference shall be a debt payable by the Contractor to the Employer or, if the clause 8·8·1·2 amount is less, by the Employer to the Contractor.

Termination by Contractor

Default by Employer

- 8·9** ·1 If the Employer:

^[56] Clause 8·7·2·3 may not be effectual in cases of Contractor's insolvency.

- 1 does not pay by the final date for payment the amount due to the Contractor in accordance with clause 4·9 and/or any VAT properly chargeable on that amount; or
- 2 fails to comply with clause 7·1; or
- 3 fails to comply with clause 3·16,

the Contractor may give to the Employer a notice specifying the default or defaults (a 'specified' default or defaults).

- 2 If after the Date of Possession (or after any deferred Date of Possession pursuant to clause 2·4) but before practical completion of the Works the carrying out of the whole or substantially the whole of the uncompleted Works is suspended for a continuous period of the length stated in the Contract Particulars by reason of any impediment, prevention or default, whether by act or omission, by the Employer or any Employer's Person, then, unless it is caused by the negligence or default of the Contractor or any Contractor's Person, the Contractor may give to the Employer a notice specifying the event or events (a 'specified' suspension event or events).
- 3 If a specified default or a specified suspension event continues for 14 days from the receipt of notice under clause 8·9·1 or 8·9·2, the Contractor may on, or within 21 days from, the expiry of that 14 day period by a further notice to the Employer terminate the Contractor's employment under this Contract.
- 4 If the Contractor for any reason does not give the further notice referred to in clause 8·9·3, but (whether previously repeated or not):
 - 1 the Employer repeats a specified default; or
 - 2 a specified suspension event is repeated for any period, such that the regular progress of the Works is or is likely to be materially affected thereby,

then, upon or within a reasonable time after such repetition, the Contractor may by notice to the Employer terminate the Contractor's employment under this Contract.

Insolvency of Employer

- 8·10** ·1 If the Employer is Insolvent, the Contractor may by notice to the Employer terminate the Contractor's employment under this Contract;
- 2 the Employer shall immediately notify the Contractor if he makes any proposal, gives notice of any meeting or becomes the subject of any proceedings or appointment relating to any of the matters referred to in clause 8·1;
- 3 as from the date the Employer becomes Insolvent, the Contractor's obligations under Article 1 and these Conditions to carry out and complete the Works shall be suspended.

Termination by either Party and regulations 73(1)(a) and 73(1)(c) of the PC Regulations

- 8·11** ·1 If, before practical completion of the Works, the carrying out of the whole or substantially the whole of the uncompleted Works is suspended for the relevant continuous period of the length stated in the Contract Particulars by reason of one or more of the following events:
 - 1 force majeure;
 - 2 Employer's instructions under clause 2·13, 3·9 or 3·10 issued as a result of the negligence or default of any Statutory Undertaker;
 - 3 loss or damage to the Works occasioned by any risk covered by the Works Insurance Policy or by an Excepted Risk;
 - 4 civil commotion or the use or threat of terrorism and/or the activities of the relevant authorities in dealing with such event or threat;
 - 5 the exercise by the United Kingdom Government or any Local or Public Authority of any statutory power that is not occasioned by a default of the Contractor or any Contractor's Person but which directly affects the execution of the Works; or
 - 6 delay in receipt of any permission or approval for the purposes of Development Control Requirements necessary for the Works to be carried out or proceed, which delay the Contractor has taken all practicable steps to avoid or reduce,

then either Party, subject to clause 8·11·2, may upon the expiry of that relevant period of suspension give notice to the other that, unless the suspension ceases within 7 days after the date of receipt of that notice, he may terminate the Contractor's employment under this

Contract. Failing such cessation within that 7 day period, he may then by further notice terminate that employment.

- 2 The Contractor shall not be entitled to give notice under clause 8·11·1 in respect of the matter referred to in clause 8·11·1·3 where the loss or damage to the Works was caused by the negligence or default of the Contractor or any Contractor's Person.
- 3 Where this Contract is one to which regulation 73(1) of the PC Regulations applies the Employer shall be entitled by notice to the Contractor to terminate the Contractor's employment under this Contract where the grounds set out in regulation 73(1)(a) or 73(1)(c) of the PC Regulations apply.

Consequences of Termination under clauses 8·9 to 8·11, etc.

- 8·12** If the Contractor's employment is terminated under any of clauses 8·9 to 8·11 or under clause 6·11·2·2 or 6·14:
- 1 no further sums shall become due to the Contractor otherwise than in accordance with this clause 8·12;
 - 2 the Contractor shall:
 - 1 with all reasonable dispatch, remove or procure the removal from the site of any temporary buildings, plant, tools and equipment belonging to the Contractor and Contractor's Persons and, subject to the provisions of clause 8·12·5, all goods and materials (including Site Materials); and
 - 2 provide to the Employer copies of the documents referred to in clause 2·37 then prepared;
 - 3 where the Contractor's employment is terminated under clause 8·9 or 8·10, the Contractor shall as soon as reasonably practicable prepare and submit an account or, where terminated under clause 8·11, 6·11·2·2 or 6·14, the Contractor shall at the Employer's option either prepare and submit that account or, not later than 2 months after the date of termination, provide the Employer with all documents necessary for the Employer to do so, which the Employer shall do with reasonable dispatch (and in any event within 3 months of receipt of such documents). The account shall set out the amounts referred to in clauses 8·12·3·1 to 8·12·3·4 and, if applicable, clause 8·12·3·5, namely:
 - 1 the total value of work properly executed at, and of any design work properly carried out before, the date of termination of the Contractor's employment, ascertained in accordance with these Conditions as if the employment had not been terminated, together with any other amounts due to the Contractor under these Conditions;
 - 2 any sums ascertained in respect of direct loss and/or expense under clause 4·20 (whether ascertained before or after the date of termination);
 - 3 the reasonable cost of removal under clause 8·12·2;
 - 4 the cost of materials or goods (including Site Materials) properly ordered for the Works for which the Contractor then has paid or is legally bound to pay;
 - 5 any direct loss and/or damage caused to the Contractor by the termination;
 - 4 the account shall include the amount, if any, referred to in clause 8·12·3·5 only where the Contractor's employment is terminated either:
 - 1 under clause 8·9 or 8·10; or
 - 2 under clause 8·11·1·3, if the loss or damage to the Works was caused by the negligence or default of the Employer or any Employer's Person;
 - 5 after taking into account amounts previously paid to the Contractor under this Contract, the Employer shall pay to the Contractor (or vice versa) the amount properly due in respect of the account within 28 days of its submission to the other Party, without deduction of any Retention. Payment by the Employer for any such materials and goods as are referred to in clause 8·12·3·4 shall be subject to those materials and goods thereupon becoming the Employer's property.

Section 9 Settlement of Disputes

Mediation

- 9.1 Subject to Article 7, if a dispute or difference arises under this Contract which cannot be resolved by direct negotiations, each Party shall give serious consideration to any request by the other to refer the matter to mediation.^[57]

Adjudication

- 9.2 If a dispute or difference arises under this Contract which either Party wishes to refer to adjudication, the Scheme shall apply, subject to the following:
- 1 for the purposes of the Scheme the Adjudicator shall be the person (if any) and the nominating body shall be that stated in the Contract Particulars;
 - 2 where the dispute or difference is, or includes a dispute or difference relating to clause 3.13.3 and as to whether an instruction issued thereunder is reasonable in all the circumstances:
 - 1 the Adjudicator to decide such dispute or difference shall (where practicable) be an individual with appropriate expertise and experience in the specialist area or discipline relevant to the instruction or issue in dispute;
 - 2 if the Adjudicator does not have the appropriate expertise and experience, the Adjudicator shall appoint an independent expert with such expertise and experience to advise and report in writing on whether or not the instruction under clause 3.13.3 is reasonable in all the circumstances.

Arbitration

Clauses 9.3 to 9.8 not applicable.

^[57] See the Design and Build Contract Guide.

Schedules

Schedule 1 Design Submission Procedure

(Clause 2-8)

- 1 The Contractor shall prepare and submit each of the Contractor's Design Documents to the Employer by the means and in the format stated in the Employer's Requirements or the Contractor's Proposals and in sufficient time to allow any comments of the Employer to be incorporated prior to the relevant Contractor's Design Document being used for procurement and/or in the carrying out of the Works. Where the means and format are not so stated, then, unless and until otherwise agreed with the Employer, the Contractor shall submit 2 copies of each of the Contractor's Design Documents to him.
- 2 Within 14 days from the date of receipt of any Contractor's Design Document, or (if later) 14 days from either the date or expiry of the period for submission of the same stated in the Contract Documents, the Employer shall return one copy of that Contractor's Design Document to the Contractor marked 'A', 'B' or 'C' provided that a document shall be marked 'B' or 'C' only where the Employer considers that it is not in accordance with this Contract.
- 3 If the Employer does not respond to a Contractor's Design Document in the time stated in paragraph 2, it shall be regarded as marked 'A'.
- 4 Where the Employer marks a Contractor's Design Document 'B' or 'C', he shall identify by means of a written comment why he considers that it is not in accordance with this Contract.
- 5 When a Contractor's Design Document is returned by the Employer:
 - 1 if it is marked 'A', the Contractor shall carry out the Works in strict accordance with that document;
 - 2 if it is marked 'B', the Contractor may carry out the Works in accordance with that document, provided that the Employer's comments are incorporated into it and an amended copy of it is promptly submitted to the Employer; or
 - 3 if it is marked 'C', the Contractor shall take due account of the Employer's comments on it and shall either forthwith resubmit it to the Employer in amended form for comment in accordance with paragraph 1 or notify the Employer under paragraph 7.
- 6 The Contractor shall not carry out any work in accordance with a Contractor's Design Document marked 'C' and the Employer shall not be liable to pay for any work within the Works executed otherwise than in accordance with Contractor's Design Documents marked 'A' or 'B'.
- 7 If the Contractor disagrees with a comment of the Employer and considers that the Contractor's Design Document in question is in accordance with this Contract, he shall within 7 days of receipt of the comment notify the Employer that he considers that compliance with the comment would give rise to a Change. Such notification shall be accompanied by a statement setting out the Contractor's reasons. Upon receipt of such a notification the Employer shall within 7 days either confirm or withdraw the comment and, where the comment is confirmed, the Contractor shall amend and resubmit the document accordingly.
- 8 Provided always that:
 - 1 confirmation or withdrawal of a comment in accordance with paragraph 7 shall not signify acceptance by the Employer that the relevant Contractor's Design Document or amended document is in accordance with this Contract or that compliance with the Employer's comment would give rise to a Change;
 - 2 where in relation to a comment by the Employer the Contractor does not notify him in accordance with paragraph 7, the comment in question shall not be treated as giving rise to a Change; and
 - 3 neither compliance with the design submission procedure in this Schedule nor with the Employer's comments shall diminish the Contractor's obligations to ensure that the Contractor's Design Documents and Works are in accordance with this Contract.

Schedule 2 Supplemental Provisions

(Seventh Recital)

Part 1

Supplemental Provisions 1 to 3 apply only if so stated in the Contract Particulars.

Named Sub-Contractors

- 1
 - 1 Where the Employer's Requirements state that work ('Named Sub-Contract Work') is to be executed by a named person as the Contractor's sub-contractor (a 'Named Sub-Contractor'):
 - 1 as soon as reasonably practicable after entering into this Contract the Contractor shall enter into a sub-contract with the Named Sub-Contractor that includes the undertaking referred to in paragraph 1·5 and notify the Employer of the date of such sub-contract;
 - 2 if for any reason the Contractor is unable to enter into that sub-contract he shall immediately notify the Employer of the grounds and provided the Contractor has acted reasonably the Employer shall by a Change instruction:
 - 1 remove the grounds;
 - 2 direct the Contractor to carry out that work using either his own resources or, at the Contractor's option, a sub-contractor selected by the Contractor and approved by the Employer; or
 - 3 omit the Named Sub-Contract Work from this Contract,
 but shall not require that the work be executed by another Named Sub-Contractor.
 - 2 Subject to the provisions contained in paragraph 1·1·2, the provisions of clause 5·2 (*Valuation of Changes*), clauses 2·23 to 2·26 (*Adjustment of Completion Date*) and clauses 4·19 to 4·23 (*Loss and Expense*) shall as relevant apply to the Change instruction issued under that paragraph.
 - 3 If the Contractor becomes entitled to terminate a Named Sub-Contractor's employment under his sub-contract or to give notice of a specified default which, if continued, would be grounds for such termination or is entitled to treat the sub-contract as repudiated, the Contractor:
 - 1 shall promptly, and prior to giving any notice to that effect to the Named Sub-Contractor, notify the Employer and consult with him, if requested;
 - 2 save where the Named Sub-Contractor is or becomes Insolvent, shall not give notice of termination, or notice that he is treating the sub-contract as repudiated, without the Employer's consent; and
 - 3 shall at the time of issue send the Employer a copy of each notice that he gives to the Named Sub-Contractor.
 - 4 If the Named Sub-Contractor's employment is terminated or if he repudiates the sub-contract:
 - 1 the Contractor shall himself or by his selected sub-contractor complete any balance of the Named Sub-Contract Work;
 - 2 such completion shall be treated as a Change except where the termination has resulted from the Contractor's default, whether by act or omission, or where there has been a material breach of paragraph 1·3; and
 - 3 the Contractor shall account to the Employer for such proportion of any amount that he recovers, or with reasonable diligence could have recovered, from the Named Sub-Contractor in respect of the termination, as may properly and fairly be regarded as due to the Employer to offset the cost to him of the Change.
 - 5 The Contractor shall include in any Named Sub-Contract a condition stating that the

Named Sub-Contractor, having had notice of the terms in this Supplemental Provision 1, undertakes not to contend, whether in proceedings or otherwise, that the Contractor has suffered or incurred no loss and/or expense or that his liability to the Contractor should be in any way reduced or extinguished by reason of this Supplemental Provision 1 and in particular paragraph 1·4.

- 6 The Contractor's responsibility for carrying out and completing the Works in all respects in accordance with clause 2·1 shall not be affected in any manner by the naming of any person for any work in accordance with this Supplemental Provision 1 or by any of the events that it refers to.

Valuation of Changes – Contractor's estimates

- 2
 - 1 Section 5 (*Changes*) clauses 2·23 to 2·26 (*Adjustment of Completion Date*) and clauses 4·19 to 4·23 (*Loss and Expense*) shall have effect as modified by the provisions of paragraphs 2·2 to 2·6.
 - 2 Where compliance with instructions of the Employer under clause 3·9 will in the opinion of the Contractor or of the Employer entail a Valuation under clause 5·2 and/or the making of an adjustment of time in respect of the Relevant Event and/or the ascertainment of direct loss and/or expense under clause 4·20 the Contractor, before such compliance, shall submit to the Employer within 14 days of the date of the relevant instruction (or within such other period as may be agreed or, failing agreement, within such other period as may be reasonable in all the circumstances) estimates, or such of those as are relevant, as referred to in paragraphs 2·3·1 to 2·3·5 unless:
 - 1 the Employer with the instructions or within 14 days thereafter states in writing that such estimates are not required; or
 - 2 the Contractor within 10 days of receipt of the instructions raises for himself or on behalf of any sub-contractor reasonable objection to the provision of all or any of such estimates.
 - 3 The estimates required under paragraph 2·2 shall be in substitution for any Valuation under clause 5·2 and/or any ascertainment under clause 4·20 and shall comprise:
 - 1 the value of the adjustment to the Contract Sum, supported by all necessary calculations by reference to the values in the Contract Sum Analysis;
 - 2 the additional resources (if any) required to comply with the instructions;
 - 3 a method statement for compliance with the instructions;
 - 4 the length of any extension of time required and the resultant change in the Completion Date; and
 - 5 the amount of any direct loss and/or expense, not included in any other estimate, which results from the regular progress of the Works or any part of them being materially affected by compliance with the instructions under clause 3·9.
 - 4 Upon submission of the estimates required under paragraph 2·2 the Employer and Contractor shall take all reasonable steps to agree those estimates and upon such agreement those estimates shall be binding on the Employer and Contractor.
 - 5 If within 10 days of receipt of the Contractor's estimates the Contractor and Employer cannot agree on all or any of the matters therein the Employer:
 - 1 may instruct compliance with the instruction and this Supplemental Provision 2 shall not apply in respect of that instruction; or
 - 2 may withdraw the instruction.

Where the Employer withdraws the instructions under paragraph 2·5·2 such withdrawal shall be at no cost to the Employer except that where the preparation of the estimates involved the Contractor in any additional design work solely and necessarily carried out for the purpose of preparing his estimates such design work shall be treated as a Change.
 - 6 If the Contractor is in breach of paragraph 2·2 compliance with the instruction shall be dealt with in accordance with clauses 2·23 to 2·26, 3·9 and 4·20 but any resultant addition to the Contract Sum in respect of such compliance shall not be included in Interim Payments but shall be included in the adjustment of the Contract Sum under clause 4·2. Provided that such addition shall not include any amount in respect of loss of interest or any financing charges in respect of the cost to the Contractor of compliance with the instruction which have been suffered or incurred by him prior to the date of issue of the Final Statement or Employer's Final Statement.

Loss and expense – Contractor's estimates

- 3
- 1 Clauses 4·19 to 4·23 (*Loss and Expense*) shall have effect as modified by the provisions of paragraphs 3·2 to 3·6.
 - 2 Where the Contractor pursuant to clause 4·19 is entitled to an amount in respect of direct loss and/or expense to be added to the Contract Sum, he shall (except in respect of direct loss and/or expense dealt with or being dealt with under Supplemental Provision 2) on presentation of the next Interim Payment Application submit to the Employer an estimate of the addition to the Contract Sum which the Contractor requires in respect of such loss and/or expense which he has incurred in the period immediately preceding that for which the Interim Payment Application has been made.
 - 3 Following the submission of an estimate under paragraph 3·2 the Contractor shall for so long as he has incurred direct loss and/or expense to which clause 4·19 refers, on presentation of each Interim Payment Application submit to the Employer an estimate of the addition to the Contract Sum which the Contractor requires in respect of such loss and/or expense which has been incurred by him in the period immediately preceding that for which each Interim Payment Application is made.
 - 4 Within 21 days of receipt of any estimate submitted under paragraph 3·2 or 3·3 the Employer may request such information and details as he may reasonably require in support of the Contractor's estimate but within the aforesaid 21 days the Employer shall give to the Contractor notice that:
 - 1 he accepts the estimate;
 - 2 he wishes to negotiate on the amount of the addition to the Contract Sum and in default of agreement to refer the issue as a dispute or difference to the Adjudicator in accordance with the provisions of clause 9·2; or
 - 3 the provisions of clauses 4·19 and 4·20 shall apply in respect of the loss and/or expense to which the estimate relates.

If the Employer elects to negotiate pursuant to paragraph 3·4·2 and agreement is not reached, the provisions of clauses 4·19 and 4·20 shall apply in respect of the loss and/or expense to which the estimate relates.
 - 5 Upon acceptance or agreement under paragraph 3·4·1 or 3·4·2 as to the amount of the addition to the Contract Sum such amount shall be added to the Contract Sum and no further additions to the Contract Sum shall be made in respect of the direct loss and/or expense incurred by the Contractor during the period and in respect of the matter set out in clauses 4·19 to 4·21 to which that amount related.
 - 6 If the Contractor is in breach of paragraphs 3·2 and 3·3 direct loss and/or expense incurred by the Contractor shall be dealt with in accordance with clauses 4·19 and 4·20 save that any resultant addition to the Contract Sum shall not be included in Interim Payments but shall be included in the adjustment of the Contract Sum under clause 4·2. Provided that such addition shall not include any amount in respect of loss of interest or financing charges in respect of such direct loss and/or expense which have been suffered or incurred by the Contractor prior to the date of issue of the Final Statement or Employer's Final Statement.

Part 2

Supplemental Provisions 4 to 10 apply unless otherwise stated in the Contract Particulars. Supplemental Provision 11 applies where the Employer is a Local or Public Authority or other body of the type mentioned in that provision; Supplemental Provision 12 applies where the Employer is a Local or Public Authority and this Contract is subject to the PC Regulations.

Acceleration Quotation

- 4
- 1 ·1 If the Employer wishes to investigate the possibility of achieving practical completion before the Completion Date for the Works or a Section he shall invite proposals from the Contractor in that regard (an 'Acceleration Quotation'). The Contractor on receiving such an invitation shall either:
 - 1 provide an Acceleration Quotation accordingly, identifying the time that can be saved, the amount of the adjustment to the Contract Sum (inclusive of such amounts as are referred to in paragraph 4·1·2) and any other conditions attached; or
 - 2 explain why it would be impracticable to achieve practical completion earlier

than the Completion Date.

- 2 The adjustment to the Contract Sum to be specified under paragraph 4·1·1·1 shall include the amount to be paid in respect of any direct loss and/or expense that is not included in any other Confirmed Acceptance or in any ascertainment under clause 4·20 together with a fair and reasonable amount in respect of the cost of preparing the quotation.
- 3 The Employer may on or before receipt of the quotation seek revised proposals.
- 4 Without affecting his obligations under clauses 2·1 and 2·3, the Contractor shall be under no obligation to accelerate, or take any steps for that purpose, until he receives a Confirmed Acceptance of his Acceleration Quotation under paragraph 4·3.
- 2 ·1 Unless otherwise agreed, the Acceleration Quotation shall be submitted in compliance with the invitation not later than 21 days from the later of:
 - 1 the date of receipt of the invitation; or
 - 2 the date of receipt by the Contractor of information sufficient to enable him to prepare the quotation.
- 2 The quotation shall remain open for acceptance by the Employer for not less than 7 days from its receipt.
- 3 The Parties may agree to increase or reduce any of the periods referred to in this Supplemental Provision 4; confirmation of such agreement shall be notified to the Contractor by or on behalf of the Employer.
- 3 If the Employer wishes to accept an Acceleration Quotation, he shall within the period for acceptance confirm such acceptance by an instruction to the Contractor (a 'Confirmed Acceptance') stating:
 - 1 the adjustment of the Contract Sum (including any amounts referred to in paragraph 4·1·2) to be made for complying with the instruction;
 - 2 the adjustment to the time required by the Contractor for completion of the Works and/or Section and the resultant revised Completion Date(s) (which, where relevant, may be a date earlier than the Date for Completion); and
 - 3 any such conditions as are referred to in paragraph 4·1·1·1.
- 4 ·1 If an Acceleration Quotation is not accepted, a fair and reasonable amount shall be added to the Contract Sum in respect of the cost of its preparation provided that it has been prepared on a fair and reasonable basis. Non-acceptance by the Employer of a quotation shall not of itself be evidence that the quotation was not prepared on such a basis.
- 2 Unless the Employer issues a Confirmed Acceptance, neither the Employer nor the Contractor may use the quotation for any purpose whatsoever.

Collaborative working

- 5 The Parties shall work with each other and with other project team members in a co-operative and collaborative manner, in good faith and in a spirit of trust and respect. To that end, each shall support collaborative behaviour and address behaviour which is not collaborative.

Health and safety

- 6 ·1 Without limiting either Party's statutory and/or regulatory duties and responsibilities and/or the specific health and safety requirements of this Contract, the Parties will endeavour to establish and maintain a culture and working environment in which health and safety is of paramount concern to everybody involved with the project.
- 2 In addition to the specific health and safety requirements of this Contract, the Contractor undertakes to:
 - 1 comply with any and all approved codes of practice produced or promulgated by the Health and Safety Executive;
 - 2 ensure that all personnel engaged by the Contractor and members of the Contractor's supply chain on site receive appropriate site-specific health and safety induction training and regular refresher training;
 - 3 ensure that all such personnel have access at all times to competent health and safety advice in accordance with regulation 7 of the Management of Health and

Safety at Work Regulations 1999; and

- 4 ensure that there is full and proper health and safety consultation with all such personnel in accordance with the Health and Safety (Consultation with Employees) Regulations 1996.

Cost savings and value improvements

- 7
- 1 The Contractor is encouraged to propose changes to designs and specifications for the Works and/or to the programme for their execution that may benefit the Employer, whether in the form of a reduction in the cost of the Works or their associated life cycle costs, through practical completion at a date earlier than the Completion Date or otherwise.
 - 2 The Contractor shall provide details of his proposed changes, identifying them as suggested under this Supplemental Provision 7, together with his assessment of the benefit he believes the Employer may obtain, expressed in financial terms, and a quotation.
 - 3 Where the Employer wishes to implement a change proposed by the Contractor, the Parties shall negotiate with a view to agreeing its value, the financial benefit and any adjustment to the Completion Date. Upon agreement, the change and the amount of any adjustment of the Contract Sum shall be confirmed in an Employer's instruction, together with the share of the financial benefit to be paid to the Contractor and any adjustment to the Completion Date.
 - 4 Original proposals by the Contractor under this Supplemental Provision 7 may only be instructed in accordance with it, provided always that nothing shall prevent the Employer from utilising other contractors to implement such changes after practical completion of the Works.

Sustainable development and environmental considerations

- 8
- 1 The Contractor is encouraged to suggest economically viable amendments to the Works which, if instructed as a Change, may result in an improvement in environmental performance in the carrying out of the Works or of the completed Works.
 - 2 The Contractor shall provide to the Employer all information that he reasonably requests regarding the environmental impact of the supply and use of materials and goods which the Contractor selects.

Performance Indicators and monitoring

- 9
- 1 The Employer shall monitor and assess the Contractor's performance by reference to any performance indicators stated or identified in the Contract Documents.
 - 2 The Contractor shall provide to the Employer all information that he may reasonably require to monitor and assess the Contractor's performance against the targets for those performance indicators.
 - 3 Where the Employer considers that a target for any of those performance indicators may not be met, he may inform the Contractor who shall submit his proposals for improving his performance against that target to the Employer.

Notification and negotiation of disputes

- 10
- With a view to avoidance or early resolution of disputes or differences (subject to Article 7), each Party shall promptly notify the other of any matter that appears likely to give rise to a dispute or difference. The senior executives nominated in the Contract Particulars (or if either is not available, a colleague of similar standing) shall meet as soon as practicable for direct, good faith negotiations to resolve the matter.

Transparency

- 11
- Where the Employer is a Local or Public Authority or other body to whom the provisions of the Freedom of Information Act 2000 ('FOIA') apply, the Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of FOIA, the content of this Contract is not confidential. The Employer shall be responsible for determining in his absolute discretion whether any of the content of this Contract is exempt from disclosure in accordance with the provisions of FOIA. Notwithstanding clause 2.7.4 or any other term of this Contract:
- 1 the Contractor hereby consents to the Employer publishing any amendments to the

standard form JCT contract in their entirety, including changes to the standard form agreed from time to time, but in each case with any information which is exempt from disclosure in accordance with the provisions of FOIA redacted;

- 2 the Employer shall promptly inform the Contractor of any request for disclosure that he receives in relation to this Contract.

The Public Contracts Regulations 2015

- 12** Where the Employer is a Local or Public Authority and this Contract is subject to the PC Regulations^[59]:
- 1 where regulation 113 of the PC Regulations applies to this Contract, the Contractor shall include in any sub-contract entered into by him suitable provisions to impose the requirements of regulation 113(2)(c)(i) and (ii);
 - 2 the Contractor shall include in any sub-contract entered into by him provisions requiring the sub-contractor:
 - 1 to supply and notify to the Contractor the information required (as applicable) under regulations 71(3), 71(4) and 71(5) of the PC Regulations; and
 - 2 to include in any sub-subcontract he in turn enters into provisions to the same effect as required under paragraph 12·2·1 of Supplemental Provision 12;
 - 3
 - 1 the Contractor shall include in any sub-contract entered into by him provisions that shall entitle him to terminate the sub-contractor's employment where there are grounds for excluding the sub-contractor under regulation 57;
 - 2 in the event the Employer requires the Contractor to terminate a sub-contractor's employment pursuant to regulation 71(9) the Contractor shall take the appropriate steps to terminate that employment and where required by the Employer under regulation 71(9) shall, or in circumstances where there is no such requirement may, appoint a replacement sub-contractor.

^[59] An explanatory summary of those provisions in the PC Regulations that are reflected in this Contract is contained in the Design and Build Contract Guide. Provisions relating to the PC Regulations are also set out in section 8 (Termination) of this Contract. The JCT Design and Build Sub-Contract (DBSub) meets the requirements of Supplemental Provision 12.

Schedule 3 Insurance Options

(Clause 6·7)

Insurance Option A

(New Buildings – All Risks Insurance of the Works by the Contractor)^[60]

Contractor to effect and maintain a Joint Names Policy

- A·1** The Contractor shall effect and for the period specified in clause 6·7·2 maintain with insurers approved by the Employer a Joint Names Policy for All Risks Insurance with cover no less than that specified in clause 6·8 for the full reinstatement value of the Works or (where applicable) Sections (plus the percentage, if any, stated in the Contract Particulars to cover professional fees).

Use of Contractor's annual policy – as alternative

- A·2** If and so long as the Contractor independently of this Contract maintains an annual insurance policy which in respect of the Works or Sections:
- 1 provides (inter alia) All Risks Insurance with cover and in amounts no less than those specified in paragraph A·1; and
 - 2 is a Joint Names Policy,
- that policy shall satisfy the Contractor's obligations under paragraph A·1. The annual renewal date of the policy, as supplied by the Contractor, is stated in the Contract Particulars.

Loss or damage

- A·3** Where there is loss or damage affecting any executed work and/or Site Materials, the provisions of clause 6·13 shall as relevant apply.

^[60] **Insurance Options A and B** are for use in the case of new buildings. **Insurance Option A** is applicable where the **Contractor** is required to take out a Joint Names Policy for All Risks Insurance of the Works or to include them on that basis within his Annual Construction policy; **Insurance Option B** is applicable where the **Employer** has elected to take out that Joint Names Policy.

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 through use of a C·1 Replacement Schedule or as otherwise described in the Design and Build Contract Guide will be necessary.

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.

Insurance Option B

(New Buildings – All Risks Insurance of the Works by the Employer)^[60]

Not applicable.

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^[60] **Insurance Options A and B** are for use in the case of new buildings. **Insurance Option A** is applicable where the **Contractor** is required to take out a Joint Names Policy for All Risks Insurance of the Works or to include them on that basis within his Annual Construction policy; **Insurance Option B** is applicable where the **Employer** has elected to take out that Joint Names Policy. **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 through use of a C.1 Replacement Schedule or as otherwise described in the Design and Build Contract Guide will be necessary. **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.**

Insurance Option C

(Joint Names Insurance by the Employer of Existing Structures and Works in or Extensions to them)^[61]

Not applicable.

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^[61] **Insurance Option C** is for use where there are Existing Structures. It can be used in its existing printed form by those Employers who are able to effect the Joint Names, Specified Perils cover for the Contractor in respect of the Existing Structures and those contents that are owned by the Employer or for which he is responsible.

However, the Joint Names Policy required by paragraph C.1 or the extension of a subsisting structure and contents policy to being a Joint Names Policy may not be readily available – and that provision is often not now appropriate for – refurbishment projects or alterations by tenant Employers where Existing Structures insurance is the landlord's responsibility.

Joint Names cover may also not be readily available to some domestic owner-occupiers looking to undertake refurbishments or extensions to their property.

The Contract Particulars for clause 6.7 and Schedule 3 therefore expressly allow the Parties in those circumstances to disapply paragraph C.1 and, by means of a C.1 Replacement Schedule, to include in place of that paragraph provisions that are tailored to their particular requirements.

In JCT's view the preparation of such replacement provisions must be assigned to insurance professionals.

An explanatory summary of the alternative arrangements generally adopted to overcome those difficulties is, however, contained in the Design and Build Contract Guide.

Schedule 4 Code of Practice

(Clause 3-13-3)

The purpose of the Code is to assist in the fair and reasonable operation of the requirements of clause 3-13-3.

The Employer and the Contractor should endeavour to agree the amount and method of opening up or testing, but in any case, in issuing his instructions pursuant to that clause, the Employer is required to consider the following criteria:

- 1 the need in the event of non-compliance to demonstrate at no cost to the Employer either that it is unique and not likely to occur in similar elements of the Works or alternatively, the extent of any similar non-compliance in the Works already constructed or still to be constructed;
- 2 the need to discover whether any non-compliance in a primary structural element is a failure of workmanship and/or materials such that rigorous testing of similar elements must take place; or, where the non-compliance is in a less significant element, whether it is such as is to be statistically expected and can simply be repaired; or whether the non-compliance indicates an inherent weakness such as can only be found by selective testing, the extent of which must depend upon the importance of any detail concerned;
- 3 the significance of the non-compliance, having regard to the nature of the work in which it has occurred;
- 4 the consequence of any similar non-compliance on the safety of the building, its effect on users, adjoining property, the public, and compliance with any Statutory Requirements;
- 5 the level and standard of supervision and control of the Works by the Contractor;
- 6 the relevant records of the Contractor and, where relevant, those of any sub-contractor, whether resulting from the supervision and control referred to in paragraph 5 or otherwise;
- 7 any Codes of Practice or similar advice issued by a responsible body which are applicable to the non-compliant work, materials or goods;
- 8 any failure by the Contractor to carry out, or to secure the carrying out of, any tests specified in the Employer's Requirements or Contractor's Proposals or in an instruction of the Employer;
- 9 the reason for the non-compliance, when this has been established;
- 10 any technical advice that the Contractor has obtained in respect of the non-compliant work, materials or goods;
- 11 current recognised testing procedures;
- 12 the practicability of progressive testing in establishing whether any similar non-compliance is reasonably likely;
- 13 if alternative testing methods are available, the time required for and the consequential costs of such alternative testing methods;
- 14 any proposals of the Contractor; and
- 15 any other relevant matters.

Schedule 5 Third Party Rights

(Clauses 7A and 7B)

Part 1: Third Party Rights for Purchasers and Tenants

('P&T Rights')

- 1
 - 1 The Contractor warrants as at and with effect from practical completion of the Works (or, where there are Sections, practical completion of the relevant Section) that he has carried out the Works or, as the case may be, that Section, in accordance with this Contract. In the event of any breach of this warranty and subject to paragraphs 1·2 and 1·3:
 - 1 the Contractor shall be liable for the reasonable costs of repair, renewal and/or reinstatement of any part or parts of the Works to the extent that the Purchaser or Tenant incurs such costs and/or the Purchaser or Tenant is or becomes liable either directly or by way of financial contribution for such costs; and
 - 2 where the Rights Particulars state that paragraph 1·1·2 applies, the Contractor shall in addition to the costs referred to in paragraph 1·1·1 be liable for any other losses incurred by the Purchaser or Tenant up to the maximum liability stated in or by the Rights Particulars.
 - 2 Where paragraph 1·1·2 does not apply, the Contractor shall not be liable for any losses incurred by the Purchaser or Tenant other than the costs referred to in paragraph 1·1·1.
 - 3 The Contractor's liability to a Purchaser or Tenant in respect of its P&T Rights shall be limited to the proportion of the Purchaser's or Tenant's losses which it would be just and equitable to require the Contractor to pay having regard to the extent of the Contractor's responsibility for the same, on the assumptions that the Consultant(s)^[62]:
 - 1 has or have provided contractual undertakings to or conferred third party rights on the Purchaser or Tenant as regards the performance of his or their services in connection with the Works in accordance with the terms of his or their respective consultancy agreements and that there are no limitations on liability as between the Consultant and the Employer in the consultancy agreement(s); and
 - 2 has or have paid to the Purchaser or Tenant such proportion of the Purchaser's or Tenant's losses as it would be just and equitable for them to pay having regard to the extent of their responsibility for the Purchaser's or Tenant's losses.
 - 4 The Contractor shall be entitled in any action or proceedings by the Purchaser or Tenant to rely on any term in this Contract and to raise the equivalent rights in defence of liability as he would have against the Employer under this Contract.
 - 5 The obligations of the Contractor under or pursuant to this paragraph 1 shall not be released or diminished by the appointment of any person by the Purchaser or Tenant to carry out any independent enquiry into any relevant matter.
- 2 The Contractor further warrants that unless required by this Contract or unless otherwise authorised in writing by the Employer (or, where such authorisation is given orally, confirmed in writing by the Contractor to the Employer), he has not used and will not use materials in the Works other than in accordance with the guidelines contained in the edition of 'Good Practice in Selection of Construction Materials' (British Council for Offices) current at the date of this Contract. In the event of any breach of this warranty the provisions of paragraph 1 shall apply.
- 3 The Purchaser or Tenant has no authority to issue any direction or instruction to the Contractor in relation to this Contract.
- 4 The Purchaser or Tenant, insofar as it is the purchaser or tenant of any part(s) of the site, and subject to the Contractor having been paid all sums due and payable under this Contract, shall in respect of such parts have rights and licences in relation to the Contractor's Design Documents in the same terms as those conferred on the Employer by clause 2·38, but subject to similar conditions, limitations and exclusions as apply thereunder to the Employer.

^[62] See the Design and Build Contract Guide.

- 5 Where this Contract requires the Contractor to take out and maintain Professional Indemnity insurance, the Contractor warrants that he has and shall maintain that insurance in the amount, on the terms and for the period referred to in clause 6.15 and its related Contract Particulars^[63]. The Contractor shall immediately give written notice to the Purchaser or Tenant if such insurance ceases to be available at commercially reasonable rates in order that the Contractor and the Purchaser or Tenant can discuss the means of best protecting their respective positions in the absence of such insurance. As and when reasonably requested to do so by the Purchaser or Tenant the Contractor shall produce for inspection documentary evidence that his Professional Indemnity insurance is being maintained.
- 6 P&T Rights may be assigned without the Contractor's consent by a Purchaser or Tenant, by way of absolute legal assignment, to another person (P1) taking an assignment of the Purchaser's or Tenant's interest in the Works and by P1, by way of absolute legal assignment, to another person (P2) taking an assignment of P1's interest in the Works. In such cases the assignment shall only be effective upon written notice of it being given to the Contractor. No further or other assignment of a Purchaser's or Tenant's rights under this Schedule will be permitted and in particular P2 shall not be entitled to assign these rights.
- 7 Any notice to be given by the Purchaser or Tenant to the Contractor or by the Contractor to the Purchaser or Tenant shall be duly given if delivered by hand or sent by Recorded Signed for or Special Delivery post to the recipient at such address as he may from time to time notify to the sender or (if no such address is then current) his last known principal business address or (where a body corporate) its registered or principal office. Where sent by post in that manner, it shall, subject to proof to the contrary, be deemed to have been received on the second Business Day after the date of posting.
- 8 No action or proceedings for any breach of P&T Rights shall be commenced against the Contractor after the expiry of the relevant period from the date of practical completion of the Works. Where there are Sections no action or proceedings shall be commenced against the Contractor in respect of any Section after the expiry of the relevant period from the date of practical completion of such Section. For the purposes of this paragraph, the relevant period shall be:
 - 1 where this Contract is executed under hand, 6 years; and
 - 2 where this Contract is executed as a deed, 12 years.
- 9 For the avoidance of doubt, the Contractor shall have no liability to the Purchaser or Tenant under this Schedule for delay in completion of the Works.
- 10 This Schedule shall be governed by and construed in accordance with the law of England and the English courts shall have jurisdiction over any dispute or difference between the Contractor and any Purchaser or Tenant which arises out of or in connection with the P&T Rights of that Purchaser or Tenant.

Part 2: Third Party Rights for a Funder

('Funder Rights')

- 1 The Contractor warrants that he has complied and will continue to comply with this Contract. In the event of any breach of this warranty:
 - 1 the Contractor's liability to the Funder for costs under this Schedule shall be limited to the proportion of the Funder's losses which it would be just and equitable to require the Contractor to pay having regard to the extent of the Contractor's responsibility for the same, on the assumptions that the Consultant(s)^[62]:
 - 1 has or have provided contractual undertakings to or conferred third party rights on the Funder that he or they has or have and will perform his or their services in connection with the Works in accordance with the terms of his or their respective consultancy agreements and that there are no limitations on liability as between the Consultant and the Employer in the consultancy agreement(s); and
 - 2 has or have paid to the Funder such proportion of the Funder's losses as it would be just and equitable for them to pay having regard to the extent of their responsibility for the Funder's losses;

^[63] For Contractors who do not carry Professional Indemnity insurance, see the Design and Build Contract Guide.

^[62] See the Design and Build Contract Guide.

- 2 the Contractor shall be entitled in any action or proceedings by the Funder to rely on any term in this Contract and to raise the equivalent rights in defence of liability as he would have against the Employer under this Contract;
 - 3 the obligations of the Contractor under or pursuant to this paragraph 1 shall not be released or diminished by the appointment of any person by the Funder to carry out any independent enquiry into any relevant matter.
- 2 The Contractor further warrants that unless required by this Contract or unless otherwise authorised in writing by the Employer (or, where such authorisation is given orally, confirmed in writing by the Contractor to the Employer), he has not used and will not use materials in the Works other than in accordance with the guidelines contained in the edition of 'Good Practice in Selection of Construction Materials' (British Council for Offices) current at the date of this Contract. In the event of any breach of this warranty the provisions of paragraph 1 shall apply.
- 3 The Funder has no authority to issue any direction or instruction to the Contractor in relation to this Contract unless and until the Funder has given notice under paragraph 5 or 6·4.
- 4 The Funder has no liability to the Contractor in respect of amounts due under this Contract unless and until the Funder has given notice under paragraph 5 or 6·4.
- 5 The Contractor agrees that, in the event of the termination of the Finance Agreement by the Funder, the Contractor shall, if so required by written notice given by the Funder and subject to paragraph 7, accept the instructions of the Funder or its appointee to the exclusion of the Employer in respect of the Works upon the terms and conditions of this Contract. The Employer acknowledges that the Contractor shall be entitled to rely on a notice given to the Contractor by the Funder under this paragraph 5 as conclusive evidence for the purposes of this Contract of the termination of the Finance Agreement by the Funder; and further acknowledges that such acceptance of the instructions of the Funder to the exclusion of the Employer shall not constitute any breach of the Contractor's obligations to the Employer under this Contract.
- 6
- 1 The Contractor shall not exercise any right of termination of his employment under this Contract without having first:
 - 1 copied to the Funder any notices required by this Contract to be sent to the Employer prior to the Contractor being entitled to give notice under this Contract that his employment under this Contract is terminated; and
 - 2 given to the Funder written notice that he has the right under this Contract forthwith to notify the Employer that his employment under this Contract is terminated.
 - 2 The Contractor shall not treat this Contract as having been repudiated by the Employer without having first given to the Funder written notice that he intends so to notify the Employer.
 - 3 The Contractor shall not:
 - 1 issue a notice to the Employer to which paragraph 6·1·2 refers; or
 - 2 notify the Employer that he is treating this Contract as having been repudiated by the Employer as referred to in paragraph 6·2

before the lapse of 14 days from receipt by the Funder of the notice by the Contractor which the Contractor is required to give under paragraph 6·1·2 or 6·2.
 - 4 The Funder may, not later than the expiry of the period referred to in paragraph 6·3, require the Contractor by written notice and subject to paragraph 7 to accept the instructions of the Funder or its appointee to the exclusion of the Employer in respect of the Works upon the terms and conditions of this Contract. The Employer acknowledges that the Contractor shall be entitled to rely on a notice given to the Contractor by the Funder under this paragraph 6·4 and that acceptance by the Contractor of the instructions of the Funder to the exclusion of the Employer shall not constitute any breach of the Contractor's obligations to the Employer under this Contract. Provided that nothing in this paragraph 6·4 shall relieve the Contractor of any liability he may have to the Employer for any breach by the Contractor of this Contract.
- 7 It shall be a condition of any notice given by the Funder under paragraph 5 or 6·4 that the Funder or its appointee accepts liability for payment of the sums due and payable to the Contractor under this Contract and for performance of the Employer's obligations including payment of any sums outstanding at the date of such notice. Upon the issue of any notice by the Funder under paragraph 5 or 6·4, this Contract shall continue in full force and effect as if no right of termination of the Contractor's employment under this Contract, nor any right of the Contractor to treat this Contract as having been repudiated by the Employer, had arisen and the Contractor shall be liable to the Funder and its appointee under this Contract in lieu of his liability to the Employer. If any notice given by the Funder under paragraph 5 or 6·4 requires the Contractor to accept the instructions of the Funder's appointee, the Funder shall be liable to the Contractor as guarantor

for the payment of all sums from time to time due to the Contractor from the Funder's appointee.

- 8 Subject to the Contractor having been paid all sums due and payable under this Contract, the Funder shall have rights and licences in relation to the Contractor's Design Documents in the same terms as those conferred on the Employer by clause 2.38, but subject to similar conditions, limitations and exclusions as apply thereunder to the Employer.
- 9 Where this Contract requires the Contractor to take out and maintain Professional Indemnity insurance, the Contractor warrants that he has and shall maintain that insurance in the amount, on the terms and for the period referred to in clause 6.15 and its related Contract Particulars^[63]. The Contractor shall immediately give written notice to the Funder if such insurance ceases to be available at commercially reasonable rates in order that the Contractor and the Funder can discuss the means of best protecting their respective positions in the absence of such insurance. As and when reasonably requested to do so by the Funder or its appointee under paragraph 5 or 6.4 the Contractor shall produce for inspection documentary evidence that his Professional Indemnity insurance is being maintained.
- 10 The rights contained in this Schedule may be assigned without the Contractor's consent by the Funder, by way of absolute legal assignment, to another person (P1) providing finance or re-finance in connection with the carrying out of the Works and by P1, by way of absolute legal assignment, to another person (P2) providing finance or re-finance in connection with the carrying out of the Works. In such cases the assignment shall only be effective upon written notice of it being given to the Contractor. No further or other assignment of Funder Rights will be permitted and in particular P2 shall not be entitled to assign these rights.
- 11 Any notice to be given by the Contractor to the Funder or by the Funder to the Contractor shall be duly given if delivered by hand or sent by Recorded Signed for or Special Delivery post to the recipient at such address as he may from time to time notify to the sender or (if no such address is then current) his last known principal business address or (where a body corporate) its registered or principal office. Where sent by post in that manner, it shall, subject to proof to the contrary, be deemed to have been received on the second Business Day after the date of posting.
- 12 No action or proceedings for any breach of the rights contained in this Schedule shall be commenced against the Contractor after the expiry of the relevant period from the date of practical completion of the Works. Where there are Sections no action or proceedings shall be commenced against the Contractor in respect of any Section after the expiry of the relevant period from the date of practical completion of such Section. For the purposes of this paragraph, the relevant period shall be:
- 1 where this Contract is executed under hand, 6 years; and
 - 2 where this Contract is executed as a deed, 12 years.
- 13 Notwithstanding the rights contained in this Schedule, the Contractor shall have no liability to the Funder for delay under this Contract unless and until the Funder serves notice pursuant to paragraph 5 or 6.4. For the avoidance of doubt the Contractor shall not be required to pay damages in respect of the period of delay where the same has been paid to or deducted by the Employer.
- 14
- 1 This Schedule shall be governed by and construed in accordance with the law of England and subject to paragraph 14.2 the English courts shall have jurisdiction over any dispute or difference between the Contractor and the Funder which arises out of or in connection with this Schedule.
 - 2 Following the giving of any notice by the Funder pursuant to paragraph 5 or 6.4, any dispute or difference which shall arise between the Contractor and the Funder (including any appointee or permitted assignee) shall be subject to the provisions of Article 7 and (where they apply) Article 8 and clauses 9.3 to 9.8.

^[63] For Contractors who do not carry Professional Indemnity insurance, see the Design and Build Contract Guide.

Schedule 6 Forms of Bonds

(Clauses 4·6, 4·15 and 4·17)

(Agreed between the JCT and the British Bankers' Association)

Part 1: Advance Payment Bond^[64]

Not applicable.

DRAFT

^[64] Not applicable where the Employer is a Local Authority or other public sector body.

Part 2: Bond in respect of payment for off-site materials and/or goods

Not applicable.

DRAFT

Part 3: Retention Bond^[65]

Not applicable.

DRAFT

^[65] Not applicable where the Employer is a Local Authority or other public sector body.

Schedule 7 JCT Fluctuations Option A

(Clause 4.2, 4.12 and 4.13)

(Contribution, levy and tax fluctuations)

Not applicable.

DRAFT



This contract has been amended from the original template.

DB 2016

Design and Build Contract 2016

DRAFT

2016

DESIGN AND BUILD CONTRACT

Design and Build Contract (DB)

Appropriate:

- where detailed contract provisions are necessary and Employer's Requirements have been prepared and provided to the Contractor;
- where the Contractor is not only to carry out and complete the works, but also to complete the design; and
- where the Employer employs an agent (who may be an external consultant or employee) to administer the conditions.

Can be used:

- where the works are to be carried out in sections;
- by both private and local authority employers.

Where the Contractor's design responsibility is restricted to discrete parts of the works and he is not responsible for completing the design for the whole works, consideration should be given to using one of the JCT contracts that provide for the employment of an Architect/Contract Administrator and limited design input by the Contractor.

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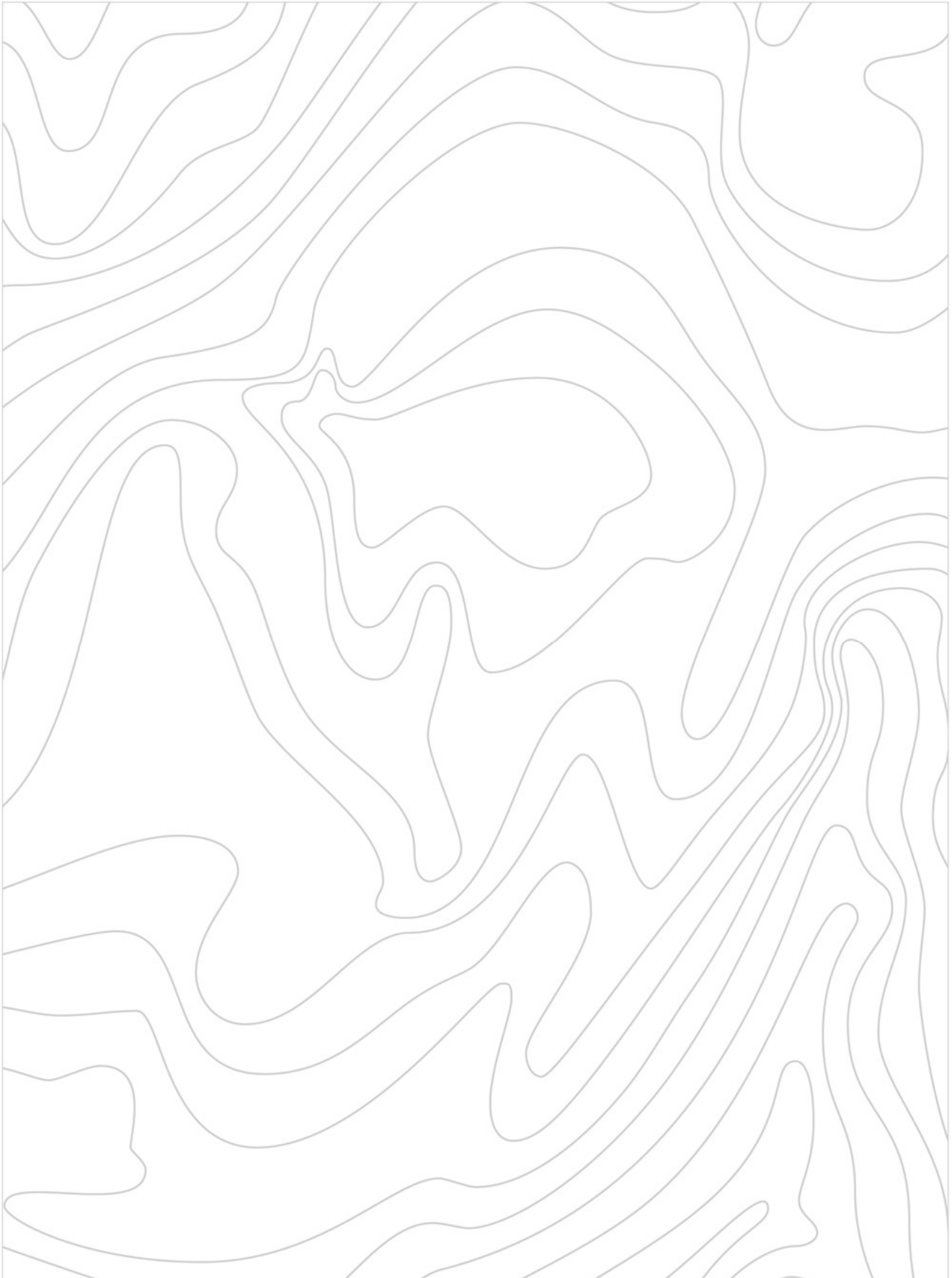
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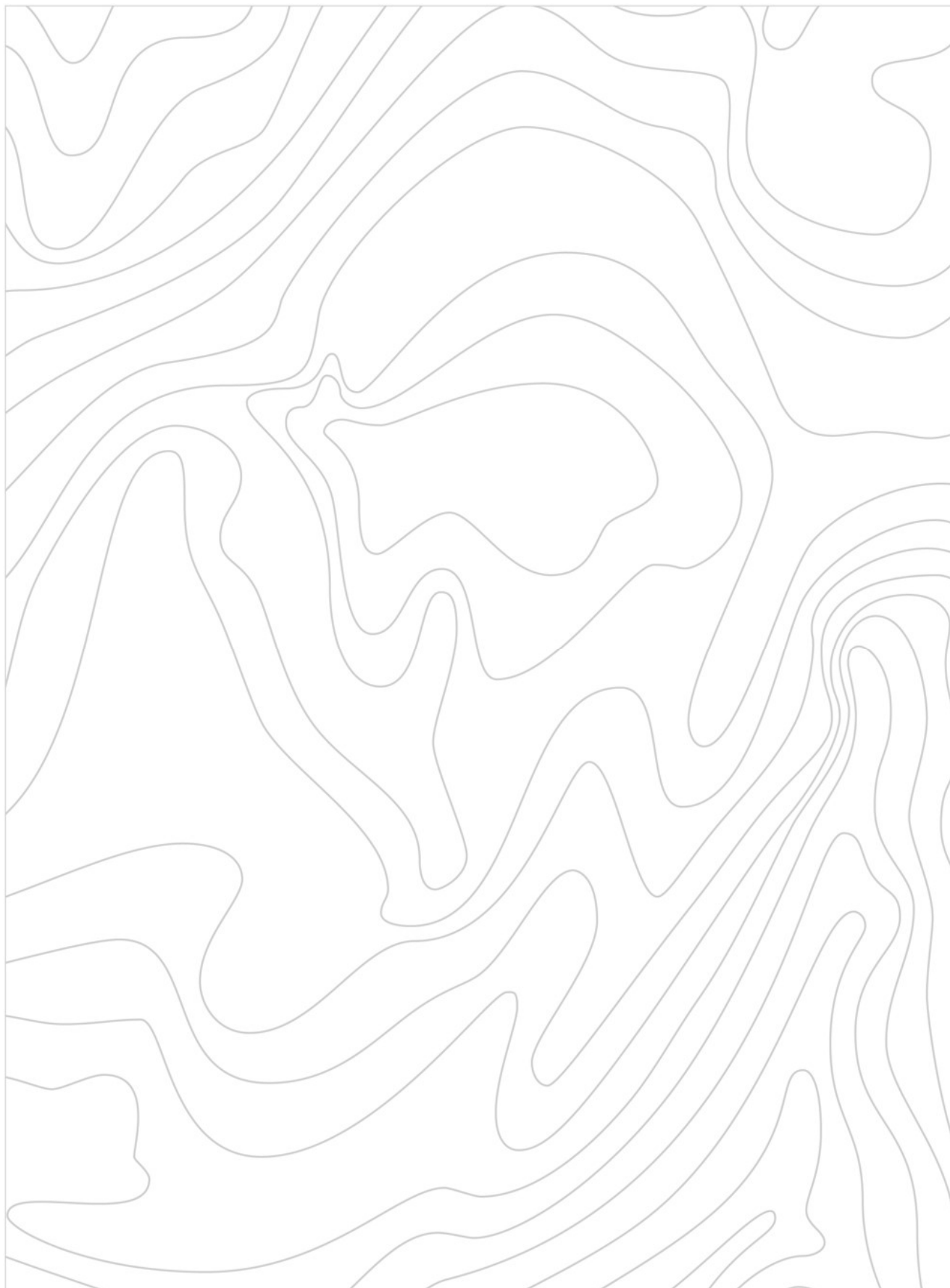
C. SPECIFIC CONTRACT AMENDMENTS



C. SPECIFIC CONTRACT AMENDMENTS

Document Ref	Description	Revision
Consultant Name : N/A		Project Ref : N/A
	Documents:	
	TO FOLLOW	

D. WARRANTIES, BONDS AND GUARANTEES



D. WARRANTIES, BONDS AND GUARANTEES

Document Ref	Description	Revision
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Consultant Name : **JCT**

	Documents:	
CWa/P&T	Contractor Collateral Warranty for a Purchaser or Tenant 2016	v1
SCWa/E	Sub-Contractor Collateral Warranty for the Employer 2016	v1
SCWa/P&T	Sub-Contractor Collateral Warranty for a Purchaser or Tenant 2016	v1

Consultant Name : **Ridge**Project Ref : **5003346**

	Documents:	
PB	Performance Bond	

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Warranty Agreement

This Agreement is made the _____ 20____

Between

(1) _____

(Company No. _____)^[1]

whose registered office is at _____ ('the Sub-Contractor')

And

(2) Thame Cricket Club

of Church Meadow, Church Rd, Thame, OX9 3AJ ('the Tenant'^[2], which term shall include all permitted assignees under this Agreement).

^[1] Where the Sub-Contractor or Purchaser/Tenant 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.

^[2] Delete as appropriate.

Whereas

First the Tenant^[2] has entered into an agreement to lease^[2]

with Thame Town Council ('the Employer')

relating to New Cricket Pavilion, Church Meadow, Church Rd, Thame, OX9 3AJ

forming the whole^[2] of

a two storey cricket pavilion, together with associated external works ('the Main Contract Works');

Second pursuant to a contract ('the Building Contract') dated _____ between the Employer
and _____ ('the Main Contractor')

the Sub-Contractor entered into an agreement ('the Sub-Contract') dated _____
with the Main-Contractor, to carry out and complete certain works ('the Sub-Contract Works')
forming part of the Main Contract Works;

^[2] Delete as appropriate.

Now it is hereby agreed as follows

In consideration of the payment of one pound (£1) by the Purchaser or Tenant to the Sub-Contractor, receipt of which the Sub-Contractor acknowledges:

- 1
 - 1 The Sub-Contractor warrants as at and with effect from practical completion of the Main Contract Works (or, where there are Sections, practical completion of the relevant Section) that he has carried out the Sub-Contract Works (or such works in the relevant Section) in accordance with the Sub-Contract. In the event of any breach of this warranty and subject to clauses 1·2, 1·3 and 1·4:
 - 1 the Sub-Contractor shall be liable for the reasonable costs of repair, renewal and/or reinstatement of any part or parts of the Sub-Contract Works to the extent that the Purchaser or Tenant incurs such costs and/or the Purchaser or Tenant is or becomes liable either directly or by way of financial contribution for such costs; and
 - 2 where the Warranty Particulars state that clause 1·1·2 applies, the Sub-Contractor shall in addition to the costs referred to in clause 1·1·1 be liable for any other losses incurred by the Purchaser or Tenant up to the maximum liability stated in the Warranty Particulars;
 - 2 where clause 1·1·2 does not apply, the Sub-Contractor shall not be liable for any losses incurred by the Purchaser or Tenant other than the costs referred to in clause 1·1·1;
 - 3 the Sub-Contractor's liability to a Purchaser or Tenant under this Agreement shall be limited to the proportion of the Purchaser's or Tenant's losses which it would be just and equitable to require the Sub-Contractor to pay having regard to the extent of the Sub-Contractor's responsibility for the same, on the following assumptions, namely that:
 - 1 the Consultant(s) (as defined in the Sub-Contract) has or have provided contractual undertakings to the Purchaser or Tenant as regards the performance of his or their services in connection with the Main Contract Works in accordance with the terms of his or their respective consultancy agreements and that there are no limitations on liability as between the Consultant and the Employer in the consultancy agreement(s);
 - 2 the Main Contractor has provided contractual undertakings to the Purchaser or Tenant that he has complied and will continue to comply with his obligations under the Building Contract but, for the purposes of this clause 1·3, excluding any liability for work sub-contracted to the Sub-Contractor; and
 - 3 the Consultant(s) and the Main Contractor have paid to the Purchaser or Tenant such proportion of the Purchaser's or Tenant's losses as it would be just and equitable for them to pay having regard to the extent of their responsibility for the Purchaser's or Tenant's losses;
 - 4 the Sub-Contractor shall be entitled in any action or proceedings by the Purchaser or Tenant to rely on any term in the Sub-Contract and to raise the equivalent rights in defence of liability as he would have against the Main Contractor under the Sub-Contract;
 - 5 the obligations of the Sub-Contractor under or pursuant to this clause 1 shall not be released or diminished by the appointment of any person by the Purchaser or Tenant to carry out any independent enquiry into any relevant matter.
- 2 The Sub-Contractor further warrants that unless required by the Sub-Contract or unless otherwise authorised in writing by the Main Contractor, he has not used and will not use materials in the Sub-Contract Works other than in accordance with the guidelines contained in the edition of 'Good Practice in Selection of Construction Materials' (British Council for Offices) current at the date of the Building Contract. In the event of any breach of this warranty the provisions of clause 1 shall apply.
- 3 The Purchaser or Tenant has no authority to issue any direction or instruction to the Sub-Contractor in relation to the Sub-Contract.
- 4 All rights including copyright in all Sub-Contractor's Design Documents (as defined in the Sub-Contract), if any, shall remain vested in the Sub-Contractor but, subject to the Sub-Contractor having received all sums due and payable under the Sub-Contract, the Purchaser or Tenant shall have an irrevocable, royalty-free, non-exclusive licence to copy and use the Sub-Contractor's

Design Documents and to reproduce the designs and content of them for any purpose relating to the Main Contract Works including, without limitation, the construction, completion, maintenance, letting, sale, promotion, advertisement, reinstatement, refurbishment and repair of the Main Contract Works. Such licence shall enable the Purchaser or Tenant to copy and use the Sub-Contractor's Design Documents for an extension of the Main Contract Works but shall not include any right or licence to reproduce the designs contained in them for any extension of the Main Contract Works. The Sub-Contractor shall not be liable for any such use by the Purchaser or Tenant of any of the Sub-Contractor's Design Documents for any purpose other than that for which they were prepared.

- 5 Where the Sub-Contract requires the Sub-Contractor to take out and maintain Professional Indemnity or Product Liability insurance, the Sub-Contractor warrants that he has and shall maintain that insurance in the amount, on the terms and for the period referred to in the Sub-Contract, provided always that such insurance is available at commercially reasonable rates. The Sub-Contractor shall immediately give written notice to the Purchaser or Tenant if such insurance ceases to be available at commercially reasonable rates in order that the Sub-Contractor and the Purchaser or Tenant can discuss the means of best protecting their respective positions in respect of the Sub-Contract Works in the absence of such insurance. As and when reasonably requested to do so by the Purchaser or Tenant, the Sub-Contractor shall produce for inspection documentary evidence that his Professional Indemnity insurance is being maintained.
- 6 This Agreement may be assigned without the Sub-Contractor's consent by a Purchaser or Tenant, by way of absolute legal assignment, to another person (P1) taking an assignment of the Purchaser's or Tenant's interest in the Main Contract Works and by P1, by way of absolute legal assignment, to another person (P2) taking an assignment of P1's interest in the Main Contract Works. In such cases the assignment shall only be effective upon written notice of it being given to the Sub-Contractor. No further or other assignment of this Agreement will be permitted and in particular P2 shall not be entitled to assign this Agreement.
- 7 Any notice to be given by the Purchaser or Tenant to the Sub-Contractor or by the Sub-Contractor to the Purchaser or Tenant shall be duly given if delivered by hand or sent by Recorded Signed for or Special Delivery post to the recipient at such address as he may from time to time notify to the sender or (if no such address is then current) his last known principal business address or (where a body corporate) its registered or principal office. Where sent by post in that manner, it shall, subject to proof to the contrary, be deemed to have been received 48 hours after the date of posting.
- 8 No action or proceedings for any breach of this Agreement shall be commenced against the Sub-Contractor after the expiry of the relevant period from the date of practical completion of the Main Contract Works. Where the Building Contract provides for completion by Sections, no action or proceedings shall be commenced against the Sub-Contractor in respect of any Section after the expiry of the relevant period from the date of practical completion of such Section. For the purposes of this clause, the relevant period shall be:
 - 1 where this Agreement is executed under hand, 6 years; and
 - 2 where this Agreement is executed as a deed, 12 years.
- 9 For the avoidance of doubt, the Sub-Contractor shall have no liability to the Purchaser or Tenant under this Agreement for delay in completion of the Sub-Contract Works.
- 10 Notwithstanding any other provision of this Agreement nothing in this Agreement confers or purports to confer any right to enforce any of its terms on any person who is not a party to it.
- 11 This Agreement shall be governed by and construed in accordance with the law of England and the English courts shall have jurisdiction over any dispute or difference.

Warranty Particulars

Note: An asterisk * indicates where selection has been or should have been made.

These particulars should be completed in accordance with the related Sub-Contract Documents.

Clause	Subject
1·1·2	Sub-Contractor's liability for other losses incurred by Purchaser or Tenant * Clause 1·1·2 applies
	Maximum liability The maximum liability is <u>£5,000,000.00</u>
	Type of maximum liability * Maximum liability is in respect of each breach

Attestation

Note on Execution

This Agreement should be executed by both the Sub-Contractor and the Purchaser or Tenant either under hand or as a deed.

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.

Notes on Execution as a Deed

- 1 For the purposes of execution as a deed, two forms are provided for execution, one for the Sub-Contractor and the other for the Purchaser or Tenant. Each form provides four methods of execution, **(A)** to **(D)**, for use as appropriate. The full name of the Sub-Contractor or Purchaser or Tenant (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 Sub-Contractor or Purchaser or Tenant 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.

*Execution as a Deed***Executed as a Deed by the Sub-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*_____
*Director*_____
*Signature*_____
Company Secretary/Director

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

*Execution as a Deed***Executed as a Deed by the Purchaser or Tenant**namely ¹ Thame Cricket Club**(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.

Guidance Notes

General

This Collateral Warranty SCWa/P&T 2016 is for use with contracts let under SBC, IC, ICD, DB and PCC where warranties are to be given by sub-contractors to purchaser(s) and/or tenant(s) of the whole or part of the building(s) comprising the Main Contract Works.

Where the Building Contract provides for Collateral Warranties SCWa/P&T from the relevant Sub-Contractor, the enabling clause in the appropriate Sub-Contract (clause 2.26 of the Conditions in SBCSub, SBCSub/D and DBSub; clause 2.18 in ICSUB and ICSUB/D) will require him to enter into the warranty. The Contractor should ensure that the requirements for Collateral Warranties are made known to prospective sub-contractors before the Sub-Contract is entered into, the necessary details included in the Sub-Contract Rights Particulars and that document included in the Sub-Contract as a Numbered Document.

Commentary

Parties and Recitals

The Parties and the Recitals require completion and should conform with the notice to the Sub-Contractor that requires him to execute this Warranty. Care should be taken in each notice to give the correct particulars of the beneficiary Purchaser or Tenant and accurately to describe the property or part of it in which he has agreed to acquire (or has acquired) a freehold or leasehold interest.

Clause 1

This confirms that the Sub-Contractor owes the same obligation to the Purchaser or Tenant as he owes to the Main Contractor under the Sub-Contract, but subject to clauses 1.2 to 1.4.

It is for the Main Contractor and the Purchaser or Tenant to agree on the information that is to be given to the Purchaser or Tenant about the content of the Sub-Contract in order to avoid any allegation by the Purchaser or Tenant after the execution of this Warranty that he was not aware of the content of the Sub-Contract referred to in the Second Recital.

Clauses 1.2 to 1.4 qualify and limit the Sub-Contractor's liability to the Purchaser or Tenant in the event of an alleged breach by the Sub-Contractor of the Sub-Contract.

This Warranty provides under clause 1.1 that the Sub-Contractor is liable for the reasonable costs of repair, renewal and/or reinstatement of the building(s) comprising the Sub-Contract Works to the extent that the Purchaser or Tenant incurs such costs or becomes liable either directly or by way of financial contribution for such costs. Additionally, the Sub-Contractor may be made liable for further losses under clause 1.1.2 if the Warranty Particulars state that clause 1.1.2 applies. Unless otherwise agreed, the Warranty Particulars should reflect the Sub-Contract Rights Particulars of the Sub-Contract as respects the applicability of the clause, whether the losses are capped either in respect of each breach or in respect of an aggregate and as respects the amount of any financial cap to be inserted. Whenever practicable the Purchaser or Tenant, bearing in mind his obligation to mitigate the damages he has suffered, should inform the Sub-Contractor of the defects prior to having them repaired and consider any offer by the Sub-Contractor to carry out the repair.

Clause 1.2 is intended to make it clear that, where the Warranty Particulars state that clause 1.1.2 does not apply, the Sub-Contractor is only liable for the losses referred to in clause 1.1.1.

By clause 1.3 it is also intended to limit the Sub-Contractor's potential liability. The Warranty given by the Sub-Contractor is based on the assumptions set out in clauses 1.3.1 to 1.3.3 and the limitation applies whether or not the Consultants employed by the Employer and/or the Main Contractor have actually given contractual undertakings to the Purchaser or Tenant. The Consultants are as defined in the Sub-Contract.

By clause 1.4, and subject to clause 1.3, the Purchaser or Tenant is intended to be in a similar position to the Main Contractor in terms of enforcing rights under the Sub-Contract in that the Sub-Contractor may raise against the Purchaser or Tenant the same defences of liability as he could against the Main Contractor.

Clause 1.5 records that the appointment by the Purchaser or Tenant of any consultant (e.g. to survey the buildings comprising the Main Contract Works) shall not affect any liability which the Sub-Contractor may have under clause 1.

Clause 2

The Sub-Contractor warrants that he has not used and will not use materials in the Sub-Contract Works other than in accordance with the guidelines contained in the publication 'Good Practice in Selection of Construction Materials'. Clause 2 excuses the use by the Sub-Contractor of other materials if the use has been required or authorised in writing by the Main Contractor, though it should be noted that the Sub-Contractor will in appropriate circumstances have a duty to warn against such use.

Clause 3

This is included to make it clear that the Purchaser or Tenant has no power or authority to instruct the Sub-Contractor in his duties to the Main Contractor under the Sub-Contract.

Clause 4

This clause refers to Sub-Contractor's Design Documents, as defined in the Sub-Contract, and will therefore only be applicable where the Sub-Contractor has carried out a design function in relation to the Sub-Contract Works. By this clause the Purchaser or Tenant is given the rights that might reasonably be expected but it does not allow the reproduction of the designs for any purpose outside the scope of the Main Contract Works; such reproduction would require a further agreement with the Sub-Contractor.

Clause 5

This clause will only be applicable where the Sub-Contractor is required under the Sub-Contract to take out and maintain Professional Indemnity or Product Liability insurance. The undertaking given by the Sub-Contractor in relation to such insurance is in the same terms as that given to the Main Contractor under the Sub-Contract (clause 6.10 of SBCSub/D and DBSub; clause 6.14 of ICSUB/D). Where clause 5 applies, it should be noted that:

- the obligation to maintain Professional Indemnity or Product Liability insurance is subject to the proviso that such insurance continues to be available at commercially reasonable rates; if after the insurance has been taken out the rates upon any renewal cease to be commercially reasonable the Sub-Contractor must inform the Purchaser or Tenant;
- Product Liability insurance cover is not a substitute or alternative to Professional Indemnity insurance but may be of some limited benefit in certain circumstances;
- not all Sub-Contractors will have, or can obtain, Professional Indemnity or Product Liability insurance and Purchasers or Tenants must recognise this when seeking to operate the terms of clause 5.

Clause 6

This clause allows the Purchaser or Tenant, without the Sub-Contractor's consent, to assign the benefit of the Sub-Contractor's Warranty to any assignee of its interest in the Main Contract Works (P1), provided it is done by formal legal assignment and relates to the entire interest of the original Purchaser or Tenant. P1 may by the same means, without consent, assign the benefit of the Warranty to another assignee of that interest in the Main Contract Works (P2) but assignment by P2 of the benefit of the Warranty is not permitted.

Clause 7

This clause sets out the required methods of giving notice under the Agreement.

Clause 8

This clause makes clear that, unless proceedings have previously been commenced, any liability that the Sub-Contractor has under this Warranty ceases on the expiry of the relevant period from the date of practical completion of the Main Contract Works (or, where completed in Sections, practical completion of the relevant Section).

The relevant period is 6 or 12 years depending on whether this Agreement is to be executed under hand or executed as a deed – see Attestation below.

Clause 9

This clause makes it clear that the Sub-Contractor does not, under this Warranty, have any liability for delay in completion of the Sub-Contract Works.

Clause 10

The JCT has agreed that this Warranty should contract out of the Contracts (Rights of Third Parties) Act 1999.

Clause 11

It will be noted that this Agreement is to be governed by English law and that the English courts shall have jurisdiction over any dispute or difference. If the Sub-Contract provides that it is to be governed by the law of any other jurisdiction, this Warranty should generally be conformed with it.

Disputes under this Agreement are not intended to be referable to arbitration unless the Sub-Contractor and the Purchaser or Tenant otherwise agree, in which case provisions for reference to arbitration and the conduct of any arbitration may be inserted.

Attestation

The prescribed mode of execution is in general intended to follow the mode adopted for the Building Contract, i.e. where the latter is executed as a deed, this Agreement should also be executed as a deed and, where executed under hand, this Agreement may also be executed under hand. Reference should also be made to the enabling clause in the Sub-Contract.



SCWa/P&T 2016
Sub-Contractor Collateral Warranty
for a Purchaser or Tenant 2016

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2016
COLLATERAL WARRANTIES

Sub-Contractor Collateral Warranty for a Purchaser or Tenant (SCWa/P&T)

This Warranty may be given by a sub-contractor to a purchaser or tenant of the whole or part of the building(s) comprising the main contract works which are being or have been carried out under:

- a JCT Standard Building Contract (SBC); or
- a JCT Intermediate Building Contract (IC); or
- a JCT Intermediate Building Contract with contractor's design (ICD); or
- a JCT Design and Build Contract (DB); or
- a JCT Prime Cost Building Contract (PCC).

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Warranty Agreement

This Agreement is made the _____ 20 _____

Between

(1) _____

(Company No. _____)^[1]

whose registered office is at _____ ('the Contractor')

And

(2) Thame Cricket Club

of Church Meadow, Church Rd, Thame, OX9 3AJ ('the Tenant'^[2], which term shall include all permitted assignees under this Agreement).

^[1] Where the Contractor or Purchaser/Tenant 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.

^[2] Delete as appropriate.

Whereas

- First** the Tenant^[2] has entered into an agreement to lease^[2]
with Thame Town Council ('the Employer')
relating to New Cricket Pavilion, Church Meadow, Church Rd, Thame, OX9 3AJ
forming the whole^[2] of
a two storey cricket pavilion, together with associated external works ('the Works');
- Second** by a contract dated _____ ('the Building Contract', which term shall include any enforceable agreements reached between the Employer and the Contractor and which arise out of and relate to the same) the Employer has appointed the Contractor to carry out and complete the Works;
- Third** under the Building Contract the Contractor has agreed to give to the Purchaser or Tenant the warranties set out in this Agreement;

^[2] Delete as appropriate.

Now it is hereby agreed as follows

In consideration of the payment of one pound (£1) by the Purchaser or Tenant to the Contractor, receipt of which the Contractor acknowledges:

- 1
 - 1 The Contractor warrants as at and with effect from practical completion of the Works (or, where there are Sections, practical completion of the relevant Section) that he has carried out the Works or, as the case may be, that Section, in accordance with the Building Contract. In the event of any breach of this warranty and subject to clauses 1·2, 1·3 and 1·4:
 - 1 the Contractor shall be liable for the reasonable costs of repair, renewal and/or reinstatement of any part or parts of the Works to the extent that the Purchaser or Tenant incurs such costs and/or the Purchaser or Tenant is or becomes liable either directly or by way of financial contribution for such costs; and
 - 2 where the Warranty Particulars state that clause 1·1·2 applies, the Contractor shall in addition to the costs referred to in clause 1·1·1 be liable for any other losses incurred by the Purchaser or Tenant up to the maximum liability stated in the Warranty Particulars;
 - 2 where clause 1·1·2 does not apply, the Contractor shall not be liable for any losses incurred by the Purchaser or Tenant other than the costs referred to in clause 1·1·1;
 - 3 the Contractor's liability to a Purchaser or Tenant under this Agreement shall be limited to the proportion of the Purchaser's or Tenant's losses which it would be just and equitable to require the Contractor to pay having regard to the extent of the Contractor's responsibility for the same, on the assumptions that the Consultant(s) (as defined in the Building Contract)^[3]:
 - 1 has or have provided contractual undertakings to the Purchaser or Tenant as regards the performance of his or their services in connection with the Works in accordance with the terms of his or their respective consultancy agreements and that there are no limitations on liability as between the Consultant and the Employer in the consultancy agreement(s); and
 - 2 has or have paid to the Purchaser or Tenant such proportion of the Purchaser's or Tenant's losses as it would be just and equitable for them to pay having regard to the extent of their responsibility for the Purchaser's or Tenant's losses;
 - 4 the Contractor shall be entitled in any action or proceedings by the Purchaser or Tenant to rely on any term in the Building Contract and to raise the equivalent rights in defence of liability as he would have against the Employer under the Building Contract;
 - 5 the obligations of the Contractor under or pursuant to this clause 1 shall not be released or diminished by the appointment of any person by the Purchaser or Tenant to carry out any independent enquiry into any relevant matter.
- 2 The Contractor further warrants that unless required by the Building Contract or unless otherwise authorised in writing by the Employer or by the Architect/Contract Administrator named in or appointed pursuant to the Building Contract (or, where such authorisation is given orally, confirmed in writing by the Contractor to the Employer and/or the Architect/Contract Administrator), he has not used and will not use materials in the Works other than in accordance with the guidelines contained in the edition of 'Good Practice in Selection of Construction Materials' (British Council for Offices) current at the date of the Building Contract. In the event of any breach of this warranty the provisions of clause 1 shall apply.
- 3 The Purchaser or Tenant has no authority to issue any direction or instruction to the Contractor in relation to the Building Contract.
- 4 All rights including copyright in all Contractor's Design Documents (as defined in the Building Contract), if any, shall remain vested in the Contractor but, subject to the Contractor having been paid all sums due and payable under the Building Contract, the Purchaser or Tenant, insofar as

^[3] See the Guidance Notes.

the Contractor's Design Documents relate to any part of the Works in which he has a freehold or leasehold interest, shall have an irrevocable, royalty-free, non-exclusive licence to copy and use the Contractor's Design Documents and to reproduce the designs and content of them for any purpose relating to the Works including, without limitation, the construction, completion, maintenance, letting, sale, promotion, advertisement, reinstatement, refurbishment and repair of the Works. Such licence shall enable the Purchaser or Tenant to copy and use the Contractor's Design Documents for an extension of the Works but shall not include any right or licence to reproduce the designs contained in them for any extension of the Works. The Contractor shall not be liable for any such use by the Purchaser or Tenant of any of the Contractor's Design Documents for any purpose other than that for which they were prepared.

- 5 Where the Building Contract requires the Contractor to take out and maintain Professional Indemnity insurance, the Contractor warrants that he has and shall maintain that insurance in the amount, on the terms and for the period referred to in the Building Contract, provided always that such insurance is available at commercially reasonable rates. The Contractor shall immediately give written notice to the Purchaser or Tenant if such insurance ceases to be available at commercially reasonable rates in order that the Contractor and the Purchaser or Tenant can discuss the means of best protecting their respective positions in the absence of such insurance. As and when reasonably requested to do so by the Purchaser or Tenant, the Contractor shall produce for inspection documentary evidence that his Professional Indemnity insurance is being maintained.
- 6 This Agreement may be assigned without the Contractor's consent by a Purchaser or Tenant, by way of absolute legal assignment, to another person (P1) taking an assignment of the Purchaser's or Tenant's interest in the Works and by P1, by way of absolute legal assignment, to another person (P2) taking an assignment of P1's interest in the Works. In such cases the assignment shall only be effective upon written notice of it being given to the Contractor. No further or other assignment of this Agreement will be permitted and in particular P2 shall not be entitled to assign this Agreement.
- 7 Any notice to be given by the the Purchaser or Tenant to the Contractor or by the Contractor to the Purchaser or Tenant shall be duly given if delivered by hand or sent by Recorded Signed for or Special Delivery post to the recipient at such address as he may from time to time notify to the sender or (if no such address is then current) his last known principal business address or (where a body corporate) its registered or principal office. Where sent by post in that manner, it shall, subject to proof to the contrary, be deemed to have been received 48 hours after the date of posting.
- 8 No action or proceedings for any breach of this Agreement shall be commenced against the Contractor after the expiry of the relevant period from the date of practical completion of the Works. Where the Building Contract provides for completion by Sections, no action or proceedings shall be commenced against the Contractor in respect of any Section after the expiry of the relevant period from the date of practical completion of such Section. For the purposes of this clause, the relevant period shall be:
 - 1 where this Agreement is executed under hand, 6 years; and
 - 2 where this Agreement is executed as a deed, 12 years.
- 9 For the avoidance of doubt, the Contractor shall have no liability to the Purchaser or Tenant under this Agreement for delay in completion of the Works.
- 10 Notwithstanding any other provision of this Agreement nothing in this Agreement confers or purports to confer any right to enforce any of its terms on any person who is not a party to it.
- 11 This Agreement shall be governed by and construed in accordance with the law of England and the English courts shall have jurisdiction over any dispute or difference.

Attestation

Note on Execution

This Agreement should be executed by both the Contractor and the Purchaser or Tenant either under hand or as a deed.

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.

Notes on Execution as a Deed

- 1 For the purposes of execution as a deed, two forms are provided for execution, one for the Contractor and the other for the Purchaser or Tenant. Each form provides four methods of execution, **(A)** to **(D)**, for use as appropriate. The full name of the Contractor or Purchaser or Tenant (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 Contractor or Purchaser or Tenant 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.

*Execution as a Deed***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*_____
*Director*_____
*Signature*_____
Company Secretary/Director

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

*Execution as a Deed***Executed as a Deed by the Purchaser or Tenant**namely ¹ Thame Cricket Club**(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.

Guidance Notes

General

This Collateral Warranty CWA/P&T 2016 is for use with contracts let under SBC, IC, ICD, DB and PCC where warranties are to be given by the Contractor to purchaser(s) and/or tenant(s) of the whole or part of the building(s) comprising the Works.

Each of these contracts contains optional requirements for the giving of Collateral Warranties by the Contractor, subject to the necessary details being given in or by the Rights Particulars incorporated in the contract. Those details should therefore be included in the tender documents issued to prospective Contractors by the Employer or his professional team and then included in the Warranty Particulars set out in this document.

Commentary

Parties and Recitals

The Parties and the first two Recitals require completion, and should conform with the notice to the Contractor under clause 7C of SBC or DB, clause 7.6 of IC or ICD or clause 6C of PCC that requires him to execute this Warranty. Care should be taken in each notice to give the correct particulars of the beneficiary Purchaser or Tenant and accurately to describe the property or part of it in which he has agreed to acquire (or has acquired) a freehold or leasehold interest.

Clause 1

This confirms that the Contractor owes the same obligation to the Purchaser or Tenant as he owes to the Employer under the Building Contract, but subject to clauses 1.2 to 1.4.

It is for the Employer and the Purchaser or Tenant to agree on the information that is to be given to the Purchaser or Tenant about the content of the Building Contract in order to avoid any allegation by the Purchaser or Tenant after the execution of this Warranty that he was not aware of the content of the Building Contract and/or of any enforceable agreements of the type referred to in the Second Recital.

Clauses 1.2 to 1.4 qualify and limit the Contractor's liability to the Purchaser or Tenant in the event of a breach by the Contractor of the Building Contract.

This Warranty provides under clause 1.1 that the Contractor is liable for the reasonable costs of repair, renewal and/or reinstatement of the building(s) comprising the Works to the extent that the Purchaser or Tenant incurs such costs or becomes liable either directly or by way of financial contribution for such costs. Additionally, the Contractor may be made liable for further losses under clause 1.1.2 if the Warranty Particulars state that clause 1.1.2 applies. Unless otherwise agreed, the Warranty Particulars should reflect the Rights Particulars of the Building Contract as respects the applicability of the clause, whether the losses are capped either in respect of each breach or in respect of an aggregate and as respects the amount of any financial cap to be inserted. Whenever practicable the Purchaser or Tenant, bearing in mind his obligation to mitigate the damages he has suffered, should inform the Contractor of the defects prior to having them repaired and consider any offer by the Contractor to carry out the repair.

Clause 1.2 is intended to make it clear that, where the Warranty Particulars state that clause 1.1.2 does not apply, the Contractor is only liable for the losses referred to in clause 1.1.1.

Clause 1.3 is also intended to limit the Contractor's potential liability. The Warranty given by the Contractor is based on the assumptions set out in clauses 1.3.1 and 1.3.2 and the limitation applies whether or not the Consultants employed by the Employer have actually given contractual undertakings to the Purchaser or Tenant. The Consultants are as defined in the Building Contract.

Previously, JCT's recommendation has been for the net contribution clauses in this warranty to be disapplied where DB is in use. In the 2016 edition of this warranty, the Net Contribution clauses now apply (unless the Parties agree otherwise). The rationale for this is that JCT considers under DB there are circumstances where the Employer's Consultants could be held jointly liable with the Contractor in respect of a design defect particularly when it is considered that under clause 2.11 of DB (subject to certain exceptions) the Employer retains responsibility for the contents of the

Employer's Requirements.

By clause 1.4, and subject to clause 1.3, the Purchaser or Tenant is intended to be in a similar position to the Employer in terms of enforcing rights under the Building Contract in that the Contractor may raise against the Purchaser or Tenant the same defences of liability as he could against the Employer.

Clause 1.5 records that the appointment by the Purchaser or Tenant of any consultant (e.g. to survey the buildings comprising the Works) shall not affect any liability which the Contractor may have under clause 1.

Clause 2

The Contractor warrants that he has not used and will not use materials in the Works other than in accordance with the guidelines contained in the publication 'Good Practice in Selection of Construction Materials'. Clause 2 excuses the use by the Contractor of other materials if the use has been required or authorised in writing by the Employer or by the Architect/Contract Administrator on his behalf, though it should be noted that the Contractor will in appropriate circumstances have a duty to warn against such use.

Clause 3

This is included to make it clear that the Purchaser or Tenant has no power or authority to instruct the Contractor in his duties to the Employer under the Building Contract.

Clause 4

This clause refers to Contractor's Design Documents, as defined in the Building Contract, and will therefore only be applicable where the Contractor has carried out a design function in relation to the Works. By this clause the Purchaser or Tenant is given the rights that might reasonably be expected but it does not allow the reproduction of the designs for any purpose outside the scope of the Works; such reproduction would require a further agreement with the Contractor.

Clause 5

This clause will only be applicable where the Contractor is required under the Building Contract to take out and maintain Professional Indemnity insurance. The undertaking given by the Contractor in relation to such insurance is in the same terms as that given to the Employer under the Building Contract (clause 6.15 of SBC and DB; clause 6.19 of ICD). Where clause 5 applies, it should be noted that:

- the obligation to maintain Professional Indemnity insurance is subject to the proviso that such insurance continues to be available at commercially reasonable rates; if after the insurance has been taken out the rates upon any renewal cease to be commercially reasonable the Contractor must inform the Purchaser or Tenant;
- not all Contractors will have, or can obtain, Professional Indemnity insurance and Purchasers or Tenants must recognise this when seeking to operate the terms of clause 5.

Clause 6

This clause allows the Purchaser or Tenant, without the Contractor's consent, to assign the benefit of the Contractor's Warranty to any assignee of its interest in the Works (P1), provided it is done by formal legal assignment and relates to the entire interest of the original Purchaser or Tenant. P1 may by the same means, without consent, assign the benefit of the Warranty to another assignee of that interest in the Works (P2) but assignment by P2 of the benefit of the Warranty is not permitted.

Clause 7

This clause sets out the required methods of giving notice under this Agreement.

Clause 8

This clause makes clear that, unless proceedings have previously been commenced, any liability that the Contractor has under this Warranty ceases on the expiry of the relevant period from the date of practical completion of the Works (or, where completed in Sections, practical completion of the relevant Section).

The relevant period is 6 or 12 years, depending on whether this Agreement is to be executed

under hand or executed as a deed – see Attestation below.

Clause 9

This clause makes it clear that the Contractor does not, under this Warranty, have any liability for delay in completion of the Works.

Clause 10

The JCT has agreed that this Warranty should contract out of the Contracts (Rights of Third Parties) Act 1999.

Clause 11

It will be noted that this Agreement is to be governed by English law and that the English courts shall have jurisdiction over any dispute or difference. If the Building Contract provides that it is to be governed by the law of any other jurisdiction, this Warranty should generally be conformed with it.

Disputes under this Agreement are not intended to be referable to arbitration unless the Contractor and the Purchaser or Tenant otherwise agree, in which case provisions for reference to arbitration and the conduct of any arbitration may be inserted.

Attestation

The prescribed mode of execution is in general intended to follow the mode adopted for the Building Contract, i.e. where the latter is executed as a deed, this Agreement should also be executed as a deed and, where executed under hand, this Agreement may also be executed under hand.



CWa/P&T 2016
Contractor Collateral Warranty
for a Purchaser or Tenant 2016

DRAFT

2016

COLLATERAL WARRANTIES

Contractor Collateral Warranty for a Purchaser or Tenant (CWa/P&T)

This Warranty may be given by a contractor to a purchaser or tenant of the whole or part of the building(s) comprising the works which are being or have been carried out under:

- a JCT Standard Building Contract (SBC); or
- a JCT Intermediate Building Contract (IC); or
- a JCT Intermediate Building Contract with contractor's design (ICD); or
- a JCT Design and Build Contract (DB); or
- a JCT Prime Cost Building Contract (PCC).

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Warranty Agreement

This Agreement is made the _____ 20 _____

Between

(1) _____

(Company No. _____)^[1]

whose registered office is at _____ ('the Sub-Contractor')

And

(2) _____

(Company No. _____)^[1]

whose registered office is at _____ ('the Main Contractor')

And

(3) Thame Town Council

of Town Hall, High Street, Thame, OX9 3DP ('the Employer', which term shall include all permitted assignees under this Agreement).

^[1] Where the Sub-Contractor, Main Contractor or Employer 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.

Whereas

First the Employer has entered into an agreement dated _____ with the Main Contractor ('the Building Contract') for the carrying out of building works

comprises the design and construction of a new two storey cricket pavilion, together with associated external works and demolition of the existing cricket pavilion ('the Main Contract Works', which term shall include any changes made to the building works in accordance with the Building Contract);

Second in relation to the Building Contract, the Sub-Contractor entered into an agreement ('the Sub-Contract') dated _____ with the Main Contractor, to carry out and complete certain works ('the Sub-Contract Works') forming part of the Main Contract Works;

Third the Main Contractor is a Party to this Agreement for the purpose of giving the acknowledgements set out in clauses 5 and 6.4;

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Now it is hereby agreed as follows

In consideration of the payment of one pound (£1) by the Employer to each of the Contractor and the Sub-Contractor, receipt of which each acknowledges:

- 1
 - 1 The Sub-Contractor warrants and undertakes to the Employer that he has complied and will continue to comply with the Sub-Contract. In the event of any breach of this warranty and subject to clauses 1·2, 1·3 and 1·4:
 - 1 the Sub-Contractor shall be liable for the reasonable costs of repair, renewal and/or reinstatement of any part or parts of the Sub-Contract Works to the extent that the Employer incurs such costs and/or the Employer is or becomes liable either directly or by way of financial contribution for such costs; and
 - 2 where the Warranty Particulars state that clause 1·1·2 applies, but subject to clause 1·2, the Sub-Contractor shall in addition to the costs referred to in clause 1·1·1 be liable for any other losses incurred by the Employer up to the limit, if any, stated in the Warranty Particulars;
 - 2 where in the Warranty Particulars no single liability option is selected for clause 1·1·2 or where the selected option has a limit but no amount is stated, the Sub-Contractor shall not be liable for any losses incurred by the Employer other than the costs referred to in clause 1·1·1;
 - 3 where the Warranty Particulars state that clause 1·3 applies, the Sub-Contractor's liability to the Employer under this Agreement shall be limited to the proportion of the Employer's losses which it would be just and equitable to require the Sub-Contractor to pay having regard to the extent of the Sub-Contractor's responsibility for the same, on the following assumptions, namely that:
 - 1 the Consultant(s) (as defined in the Sub-Contract) has or have provided contractual undertakings to the Employer as regards the performance of his or their services in connection with the Main Contract Works in accordance with the terms of his or their respective consultancy agreements and that there are no limitations on liability as between the Consultant and the Employer in the consultancy agreement(s);
 - 2 the Main Contractor has provided contractual undertakings to the Employer that he has complied and will continue to comply with his obligations under the Building Contract but, for the purposes of this clause 1·3, excluding any liability for work sub-contracted to the Sub-Contractor; and
 - 3 the Consultant(s) and the Main Contractor have paid to the Employer such proportion of the Employer's losses which it would be just and equitable for them to pay having regard to the extent of their responsibility for the Employer's losses;
 - 4 the Sub-Contractor shall be entitled in any action or proceedings by the Employer to rely on any term in the Sub-Contract and to raise the equivalent rights in defence of liability as he would have against the Main Contractor under the Sub-Contract;
 - 5 the obligations of the Sub-Contractor under or pursuant to this clause 1 shall not be released or diminished by the appointment of any person by the Employer to carry out any independent enquiry into any relevant matter.
- 2 The Sub-Contractor further warrants to the Employer that:
 - 1 he has exercised and will exercise reasonable skill, care and diligence in:
 - 1 the design of the Sub-Contract Works to the extent that such works have been or will be designed by the Sub-Contractor; and
 - 2 the selection of materials and goods for the Sub-Contract Works to the extent that such materials and goods have been or will be selected by the Sub-Contractor;
 - 2 he will satisfy any performance specification or requirement contained in or referred to in the Sub-Contract;
 - 3 he has not used nor will he use any materials or goods which at the time of use do not

conform with British and European Standards or Codes of Practice; and that unless required by the Sub-Contract or unless otherwise authorised in writing by the Main Contractor, he has not and will not use materials in the Sub-Contract Works other than in accordance with the guidelines contained in the edition of 'Good Practice in Selection of Construction Materials' (British Council for Offices) current at the date of the Building Contract.

- 3 The Employer has no authority to issue any direction or instruction to the Sub-Contractor in relation to the Sub-Contract unless and until the Employer has given notice under clause 5 or 6·4.
- 4 The Employer has no liability to the Sub-Contractor in respect of amounts due under the Sub-Contract unless and until the Employer has given notice under clause 5 or 6·4.
- 5 The Sub-Contractor agrees that, in the event of the termination of the Main Contractor's employment under the Building Contract, the Sub-Contractor shall, if so required by written notice given by the Employer and subject to clause 7, accept the instructions of the Employer or his appointee to the exclusion of the Main Contractor in respect of the Sub-Contract Works upon the terms and conditions of the Sub-Contract. The Main Contractor acknowledges that the Sub-Contractor shall be entitled to rely on a notice given to the Sub-Contractor by the Employer under this clause 5 as conclusive evidence for the purposes of this Agreement of the termination of the Main Contractor's employment under the Building Contract; and further acknowledges that such acceptance of the instructions of the Employer to the exclusion of the Main Contractor shall not constitute any breach of the Sub-Contractor's obligations to the Main Contractor under the Sub-Contract.
- 6
 - 1 The Sub-Contractor shall not exercise any right of termination of his employment under the Sub-Contract without having first:
 - 1 copied to the Employer any notices required by the Sub-Contract to be sent to the Main Contractor prior to the Sub-Contractor being entitled to give notice under the Sub-Contract that his employment under the Sub-Contract is terminated; and
 - 2 given to the Employer written notice that the Sub-Contractor has the right under the Sub-Contract forthwith to notify the Main Contractor that his employment under the Sub-Contract is terminated.
 - 2 The Sub-Contractor shall not treat the Sub-Contract as having been repudiated by the Main Contractor without having first given to the Employer written notice that he intends so to notify the Main Contractor.
 - 3 The Sub-Contractor shall not:
 - 1 issue a notice to the Main Contractor to which clause 6·1·2 refers; or
 - 2 notify the Main Contractor that he is treating the Sub-Contract as having been repudiated by the Main Contractor as referred to in clause 6·2

before the lapse of 14 days from receipt by the Employer of the notice by the Sub-Contractor which the Sub-Contractor is required to give under clause 6·1·2 or 6·2.
 - 4 The Employer may, not later than the expiry of the period referred to in clause 6·3, require the Sub-Contractor by written notice and subject to clause 7 to accept the instructions of the Employer or his appointee to the exclusion of the Main Contractor in respect of the Sub-Contract Works upon the terms and conditions of the Sub-Contract. The Main Contractor acknowledges that the Sub-Contractor shall be entitled to rely on a notice given to the Sub-Contractor by the Employer under this clause 6·4 and that acceptance by the Sub-Contractor of the instruction of the Employer to the exclusion of the Main Contractor shall not constitute any breach of the Sub-Contractor's obligations to the Main Contractor under the Sub-Contract. Provided that nothing in this clause 6·4 shall relieve the Sub-Contractor of any liability he may have to the Main Contractor for any breach by the Sub-Contractor of the Sub-Contract.
- 7 It shall be a condition of any notice given by the Employer under clause 5 or 6·4 that the Employer accepts liability for payment of the sums due and payable to the Sub-Contractor under the Sub-Contract and for performance of the Main Contractor's obligations including payment of any sums outstanding at the date of such notice. Upon the issue of any notice by the Employer under clause 5 or 6·4, the Sub-Contract shall continue in full force and effect as if no right of termination of the Sub-Contractor's employment under the Sub-Contract, nor any right of the Sub-Contractor to treat the Sub-Contract as having been repudiated by the Main Contractor, had arisen and the Sub-

Contractor shall be liable to the Employer under the Sub-Contract in lieu of his liability to the Main Contractor.

- 8 All rights including copyright in all Sub-Contractor's Design Documents (as defined in the Sub-Contract), if any, shall remain vested in the Sub-Contractor but, subject to the Sub-Contractor having received all sums due and payable under the Sub-Contract, the Employer shall have an irrevocable, royalty-free, non-exclusive licence to copy and use the Sub-Contractor's Design Documents and to reproduce the designs and content of them for any purpose relating to the Main Contract Works including, without limitation, the construction, completion, maintenance, letting, sale, promotion, advertisement, reinstatement, refurbishment and repair of the Main Contract Works. Such licence shall enable the Employer to copy and use the Sub-Contractor's Design Documents for an extension of the Main Contract Works but shall not include any right or licence to reproduce the designs contained in them for any extension of the Main Contract Works. The Sub-Contractor shall not be liable for any such use by the Employer of any of the Sub-Contractor's Design Documents for any purpose other than that for which they were prepared.
- 9 Where the Sub-Contract requires the Sub-Contractor to take out and maintain Professional Indemnity or Product Liability insurance, the Sub-Contractor warrants that he has and shall maintain that insurance in the amount, on the terms and for the period referred to in the Sub-Contract, provided always that such insurance is available at commercially reasonable rates. The Sub-Contractor shall immediately give written notice to the Employer if such insurance ceases to be available at commercially reasonable rates in order that the Sub-Contractor and the Employer can discuss the means of best protecting their respective positions in respect of the Sub-Contract Works in the absence of such insurance. As and when reasonably requested to do so by the Employer or his appointee under clause 5 or 6.4, the Sub-Contractor shall produce for inspection documentary evidence that his insurance is being maintained.
- 10 This Agreement may be assigned without the Sub-Contractor's consent by the Employer, by way of absolute legal assignment, to another person (P1) and by P1, by way of absolute legal assignment, to another person (P2). In such cases the assignment shall only be effective upon written notice of it being given to the Sub-Contractor. No further or other assignment of this Agreement will be permitted and in particular P2 shall not be entitled to assign this Agreement.
- 11 Any notice to be given by the Sub-Contractor to the Employer or by the Employer to the Sub-Contractor shall be duly given if delivered by hand or sent by Recorded Signed for or Special Delivery post to the recipient at such address as he may from time to time notify to the sender or (if no such address is then current) his last known principal business address or (where a body corporate) its registered or principal office. Where sent by post in that manner, it shall, subject to proof to the contrary, be deemed to have been received 48 hours after the date of posting.
- 12 No action or proceedings for any breach of this Agreement shall be commenced against the Sub-Contractor after the expiry of the relevant period from the date of practical completion of the Main Contract Works. Where the Main Contract provides for completion by Sections, no action or proceedings shall be commenced against the Sub-Contractor in respect of any Section after the expiry of the relevant period from the date of practical completion of such Section. For the purposes of this clause, the relevant period shall be:
- 1 where this Agreement is executed under hand, 6 years; and
 - 2 where this Agreement is executed as a deed, 12 years.
- 13 This Agreement shall not negate or diminish any duty or liability otherwise owed by the Sub-Contractor to the Employer.
- 14 Notwithstanding any other provision of this Agreement nothing in this Agreement confers or is intended to confer any right to enforce any of its terms on any person who is not a party to it.
- 15 This Agreement shall be governed by and construed in accordance with the law of England and the English courts shall have jurisdiction over any dispute or difference.

Warranty Particulars

Note: An asterisk * indicates where selection has been or should have been made.

These particulars should be completed in accordance with the related Sub-Contract Documents.

Clause	Subject
1.1.2	<p>Sub-Contractor's liability for other losses incurred by Employer *</p> <p>Clause 1.1.2 applies</p> <p>Maximum liability – options (Clause 1.1.2 shall not apply unless stated to apply and unless one of the three liability options is selected, with the specified limit inserted where appropriate.) *</p> <p>Liability is limited to <u>£5,000,000.00</u> in respect of each breach</p>
1.3	<p>Net Contribution (Clause 1.3 shall not apply unless it is stated to apply.) *</p> <p>Clause 1.3 does not apply</p>

Attestation

Note on Execution

This Agreement should be executed by all Parties, i.e. the Sub-Contractor, the Main Contractor and the Employer, either under hand or as a deed.

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.

Notes on Execution as a Deed

- 1 For the purposes of execution as a deed, three forms are provided for execution, one for the Sub-Contractor, one for the Main Contractor and the other for the Employer. Each form provides four methods of execution, **(A)** to **(D)**, for use as appropriate. The full name of the Sub-Contractor, Main Contractor or Employer (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 Sub-Contractor, Main Contractor or Employer 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.

*Execution as a Deed***Executed as a Deed by the Sub-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_____
Director_____
Signature_____
Company Secretary/Director

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

*Execution as a Deed***Executed as a Deed by the Main 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_____
Director_____
Signature_____
Company Secretary/Director

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

*Execution as a Deed***Executed as a Deed by the Employer**

namely Thame Town Council

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

in the presence of

Signature Director/Council Member

Signature ~~Company~~
Secretary/Director/Council
Member

[Common seal of company]

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

Guidance Notes

General

The JCT Warranty SCWa/E 2016 is for use with contracts let under SBC, IC, ICD, DB and PCC where the Employer has an agreement with a person ('Main Contractor') who will carry out building works ('Main Contract Works') required by the Employer.

Warranty SCWa/E is collateral to the Sub-Contract and, generally, should not be entered into before the date of the Sub-Contract. Under the enabling clause in the appropriate Sub-Contract (clause 2.26 of the Conditions in SBCSub, SBCSub/D and DBSub; clause 2.18 in ICSUB and ICSUB/D), the Sub-Contractor may be required to enter into the warranty. The Contractor should ensure that the requirements for Collateral Warranties are made known to prospective sub-contractors before the Sub-Contract is entered into, the necessary details included in the Sub-Contract Rights Particulars and that document included in the Sub-Contract as a Numbered Document.

Where the Warranty may be required to be entered into after the date of the Sub-Contract, it is essential that, pre-contract, the Sub-Contractor is informed:

- of the way in which the clauses requiring completion within the Warranty will be completed; if subsequently, the Warranty is to be completed on different terms then the agreement of the Sub-Contractor to those different terms would be required; and
- if the Employer seeks to make any amendments to the terms of the Warranty SCWa/E which he will require the Sub-Contractor (through the Main Contractor) to give, then the amendments must be set out as part of the Sub-Contract tender documentation. **Amendments to the clauses of the Warranty SCWa/E should however be avoided.**

Commentary

Parties and Recitals

The Parties and the first two Recitals require completion and should conform with the notice to the Sub-Contractor that requires him to execute this Warranty. Care should be taken in that notice to give the correct particulars of the Employer.

As stated in the Third Recital, the Main Contractor is a Party to this Agreement for the purposes of the acknowledgements given in clauses 5 and 6.4. This is to allow the Sub-Contractor to comply with the obligations imposed upon him under those clauses, without being liable to the Main Contractor for breach of contract.

Clause 1

This confirms that the Sub-Contractor owes the same obligation to the Employer as he owes to the Main Contractor under the Sub-Contract, but subject to clauses 1.2, 1.3 and 1.4.

Clauses 1.2, 1.3 and 1.4, where applicable, qualify and limit the Sub-Contractor's liability in the event of a breach by the Sub-Contractor of the Sub-Contract.

This Warranty provides under clause 1.1 that the Sub-Contractor is liable for the reasonable costs of repair, renewal and/or reinstatement of the Sub-Contract Works to the extent that the Employer incurs such costs or becomes liable for such costs. Additionally, the Sub-Contractor may be made liable for further losses under clause 1.1.2 if in the Warranty Particulars it is stated that clause 1.1.2 applies. Clause 1.1.2 provides in the Warranty Particulars for optional provisions whereby the losses are capped either in respect of each breach or in respect of an aggregate; the amount of any financial cap is to be inserted. The unlimited liability option should be selected if a financial cap is not to apply. Whenever practicable the Employer, bearing in mind his obligation to mitigate damages he has suffered, should inform the Sub-Contractor of the defects prior to having them repaired and consider any offer by the Sub-Contractor to carry out the repair.

Clause 1.2 is intended to make it clear that, where an option is not selected or where one is selected but 'no amount' is inserted in the entries for clause 1.1.2 of the Warranty Particulars, the Sub-Contractor is only liable for the losses referred to in clause 1.1.1.

Where clause 1.3 applies, it is also intended to limit the Sub-Contractor's potential liability. The Warranty given by the Sub-Contractor is based on the assumptions set out in clauses 1.3.1 to

1·3·3 and the limitation applies whether or not the Consultants employed by the Employer and/or the Main Contractor have actually given contractual undertakings to the Employer. The Consultants are as defined in the Sub-Contract.

By clause 1·4, and subject to clause 1·3, the Employer is intended to be in a similar position to the Main Contractor in terms of enforcing rights under the Sub-Contract in that the Sub-Contractor may raise against the Employer the same defences of liability as he could against the Main Contractor.

Clause 1·5 records that the appointment by the Employer of any consultant (e.g. to survey the buildings comprising the Main Contract Works) shall not affect any liability which the Sub-Contractor may have under clause 1.

Clause 2

The Sub-Contractor warrants that he will satisfy any performance specification or requirement referred to in the Sub-Contract and where he is involved in designing the Sub-Contract Works that he will use reasonable skill, care and diligence.

The Sub-Contractor also warrants that he has not used and will not use materials in the Sub-Contract Works other than in accordance with the guidelines contained in the publication 'Good Practice in Selection of Construction Materials'. Clause 2 excuses the use by the Sub-Contractor of other materials if the use has been required or authorised in writing by the Main Contractor, though it should be noted that the Sub-Contractor will in appropriate circumstances have a duty to warn against such use.

Clause 3

This is included to make it clear that the Employer has no power or authority to instruct the Sub-Contractor in his duties to the Main Contractor under the Sub-Contract. This is however subject to the Employer's rights under clause 5, following termination of the Main Contractor's employment under the Building Contract, or under clause 6·4.

Clause 4

As indicated by this clause, the Employer has no liability for any amounts due under the Sub-Contract until he has given a notice under clause 5 or 6·4.

Clauses 5, 6 and 7

These clauses entitle the Employer to 'step in' and take over as employer of the Sub-Contractor and oblige the Sub-Contractor to accept the instructions of the Employer, if the Employer so decides, in circumstances where the Main Contractor's employment is terminated or the Sub-Contractor intends to terminate his own employment under the Sub-Contract.

To give the Employer a reasonable time to decide whether to 'step in' under clause 6·4, clause 6·1 requires the Sub-Contractor to copy to the Employer any warning notice which has to be given under the Sub-Contract before the Sub-Contractor can give notice to the Main Contractor that the Sub-Contractor's employment is terminated or, alternatively, to notify the Employer if the Sub-Contractor considers that the Main Contractor has repudiated the Sub-Contract.

If the Sub-Contractor:

- is subsequently in a position to give to the Main Contractor actual notice of termination of the Sub-Contractor's employment under the Sub-Contract; or
- intends to notify the Main Contractor that he is treating the Sub-Contract as having been repudiated by the Main Contractor,

the Sub-Contractor, by clause 6·3, may give such notice to the Main Contractor but not without having first given the Employer at least 14 days notice that the Sub-Contractor's right to termination has actually arisen or, in the case of repudiation, that he intends so to notify the Main Contractor.

The Employer may within that period act under clause 6·4 and give notice that he will take over the rights and obligations of the Main Contractor but on the terms of clause 7 in regard to the Employer accepting all the liabilities of the Main Contractor at the date of the takeover and agreeing to perform all the Main Contractor's obligations under the Sub-Contract.

Clause 8

This clause refers to Sub-Contractor's Design Documents, as defined in the Sub-Contract, and

will therefore only be applicable where the Sub-Contractor carries out a design function in relation to the Sub-Contract Works. By this clause the Employer is given the rights that might reasonably be expected but it does not allow the reproduction of the designs for any purpose outside the scope of the Main Contract Works; such reproduction would require a further agreement with the Sub-Contractor.

Clause 9

This clause will only be applicable where the Sub-Contractor is required under the Sub-Contract to take out and maintain Professional Indemnity or Product Liability insurance. The undertaking given by the Sub-Contractor in relation to such insurance is in the same terms as that given to the Main Contractor under the Sub-Contract (clause 6-10 of SBSub/D and DBSub; clause 6-14 of ICSUB/D). Where clause 9 applies, it should be noted that:

- the obligation to maintain Professional Indemnity or Product Liability insurance is subject to the proviso that such insurance continues to be available at commercially reasonable rates; if after the insurance has been taken out the rates upon any renewal cease to be commercially reasonable the Sub-Contractor must inform the Employer;
- Product Liability insurance cover is not a substitute or alternative to Professional Indemnity insurance but may be of some limited benefit in certain circumstances;
- not all Sub-Contractors will have, or can obtain, Professional Indemnity or Product Liability insurance and Employers must recognise this when seeking to operate the terms of clause 9.

Clause 10

This clause indicates the right of assignment by the Employer.

Clause 11

This clause sets out the required methods of giving notice under this Agreement.

Clause 12

This clause makes clear that, unless proceedings have previously been commenced, any liability that the Sub-Contractor has under this Warranty ceases on the expiry of the relevant period from the date of practical completion of the Main Contract Works (or, where completed in Sections, practical completion of the relevant Section).

The relevant period is 6 or 12 years depending on whether this Agreement is to be executed under hand or executed as a deed – see Attestation below.

Clause 13

This clause is to make clear that this Agreement does not affect any other obligations that the Sub-Contractor might have to the Employer.

Clause 14

The JCT has agreed that this Warranty should contract out of the Contracts (Rights of Third Parties) Act 1999.

Clause 15

It will be noted that this Agreement is to be governed by English law and that the English courts shall have jurisdiction over any dispute or difference. If the Sub-Contract provides that it is to be governed by the law of any other jurisdiction, this Warranty should generally be conformed with it.

Disputes under this Agreement are not intended to be referable to arbitration unless the Sub-Contractor and the Employer otherwise agree, in which case a provision relating to the reference to arbitration and the conduct of any arbitration may be inserted. However, if an Employer 'steps in' to replace the Main Contractor under the Sub-Contract (see clauses 5 and 6-4), the dispute resolution provisions of the Sub-Contract would continue to apply to any dispute arising out of or in connection with that contract.

Attestation

The prescribed mode of execution is in general intended to follow the mode adopted for the

Building Contract, i.e. where the latter is executed as a deed, this Agreement should also be executed as a deed and, where executed under hand, this Agreement may also be executed under hand. Reference should also be made to the enabling clause in the Sub-Contract.

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This contract has been amended from the original template.

SCWa/E 2016
Sub-Contractor Collateral Warranty
for the Employer 2016

DRAFT

2016

COLLATERAL WARRANTIES

Sub-Contractor Collateral Warranty for the Employer (SCWa/E)

This Warranty may be given by a sub-contractor to an employer ('Employer') for proposed building works let or to be let under:

- a JCT Standard Building Contract (SBC); or
- a JCT Intermediate Building Contract (IC); or
- a JCT Intermediate Building Contract with contractor's design (ICD); or
- a JCT Design and Build Contract (DB); or
- a JCT Prime Cost Building Contract (PCC).

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THOMSON REUTERS

NEW PAVILION _ THAME CRICKET CLUB

APPENDIX D – PERFORMANCE BOND

THE NJCC MODEL WORDING FOR THE PERFORMANCE BOND (September 1995)

Following are amendments to the standard wording;

- 1) Section 1: Insert within line 2 between 'Contractor' and 'the' the following 'or the insolvency of the Contractor as defined by the Contract Clause 8.1'.
- 2) Section 1: Insert within line 5 between 'Contract' and 'and' the following '(including without limitation any award made by an adjudicator)'
- 3) Section 1: Insert at the end of the clause the following 'For the avoidance of doubt, the determination of the Contractor's employment under Clause 8 of the Contract shall be conclusive evidence of such a breach.'
- 4) Section 7: delete [Scotland].

The schedule should be completed as follows;

- The Contractor & the Guarantor to be completed by the Contractor.
- The Employer: {Client Name}
- The Contract: Will be the JCT-11, Standard Building Contract, without Quantities and Contractor's Design Works, as detailed in the tender documentation.
- The Contract Sum: £ {Insert Sum}
- The Bond Amount: £ {Insert Sum – 10% of Contract Sum}
- The Expiry date: The date of issue of the Certificate of Practical Completion.

The above items have been incorporated into the following wording.

NEW PAVILION _ THAME CRICKET CLUB

APPENDIX D – PERFORMANCE BOND

THE GUARANTEE BOND is made as a deed **BETWEEN** the following parties whose names and [registered office] addresses are set out in the Schedule to this Bond (the "Schedule"):-

- (1) The "Contractor" as principal
- (2) The "Guarantor" as guarantor, and
- (3) The "Employer"

WHEREAS

- (1) By a contract (the "Contract") entered into or to be entered into between the Employer and the Contractor particulars of which are set out in the Schedule the Contractor has agreed with the Employer to execute works (the "Works") upon and subject to the terms and conditions therein set out.
- (2) The Guarantor has agreed with the Employer at the request of the Contractor to guarantee the performance of the obligations of the Contractor under the Contract upon the terms and conditions of this Guarantee Bond subject to the limitation set out in clause 2.

NOW THIS DEED WITNESSES as follows:-

1. The Guarantor guarantees to the Employer that in the event of a breach of the Contract by the Contractor *or the insolvency of the Contractor as defined by the Contract Clause 8.1*, the Guarantor shall subject to the provisions of this Guarantee Bond satisfy and discharge the damages sustained by the Employer as established and ascertained pursuant to and in accordance with the provisions of or by reference to the Contract *(including without limitation any award made by the adjudicator)* and taking into account all sums due or to become due to the Contractor. *For the avoidance of doubt, the determination of the Contractor's employment under Clause 8 of the Contract shall be conclusive evidence of such a breach.*
2. The maximum aggregate liability of the Guarantor and the Contractor under this Guarantee Bond shall not exceed the sum set out in the Schedule (the "Bond Amount") but subject to such limitation and to Clause 4 the liability of the Guarantor shall be co-extensive with the liability of the Contractor under the Contract.
3. The Guarantor shall not be discharged or released by any alteration of any of the terms conditions and provisions of the Contract or in the extent or nature of the Works and no allowance of time by the Employer under or in respect of the Contract or the Works shall in any way release reduce or affect the liability of the Guarantor under this Guarantee Bond.
4. Whether or not this Guarantee Bond shall be returned to the Guarantor the obligations of the Guarantor under this Guarantee Bond shall be released and discharged absolutely upon Expiry (as defined in the Schedule) save in respect of any breach of the Contract which has occurred.
5. The Contractor having requested the execution of this Guarantee Bond by the Guarantor undertakes to the Guarantor (without limitation of any other rights and remedies of the Employer or the Guarantor against the Contractor) to perform and discharge the obligations on its part set out in the Contract.
6. This Guarantee Bond and the benefits thereof may be assigned by the Employer and such assignment will be effective upon written notice being given to the Guarantor and the Contractor.

NEW PAVILION _ THAME CRICKET CLUB

APPENDIX D – PERFORMANCE BOND

7. This Guarantee Bond shall be governed by and construed in accordance with the laws of England and Wales and only the courts of England and Wales shall have jurisdiction hereunder.

THE SCHEDULE

The Contractor: [] whose address/registered office address is at []

The Guarantor: [] whose address/registered office address is at []

The Employer: [] whose address/registered office address is at []

The Contract: A contract (dated the day of) *[to be entered into]* between the Employer and the Contractor in the form known as JCT-11, Without Quantities, with Contractor's Design Works for the construction of works comprising [] for the original contract sum of [] pounds (£[])

The Bond Amount: The sum of £ [] pounds sterling (£[])

[Insert any provisions for reduction of the Bond Amount]

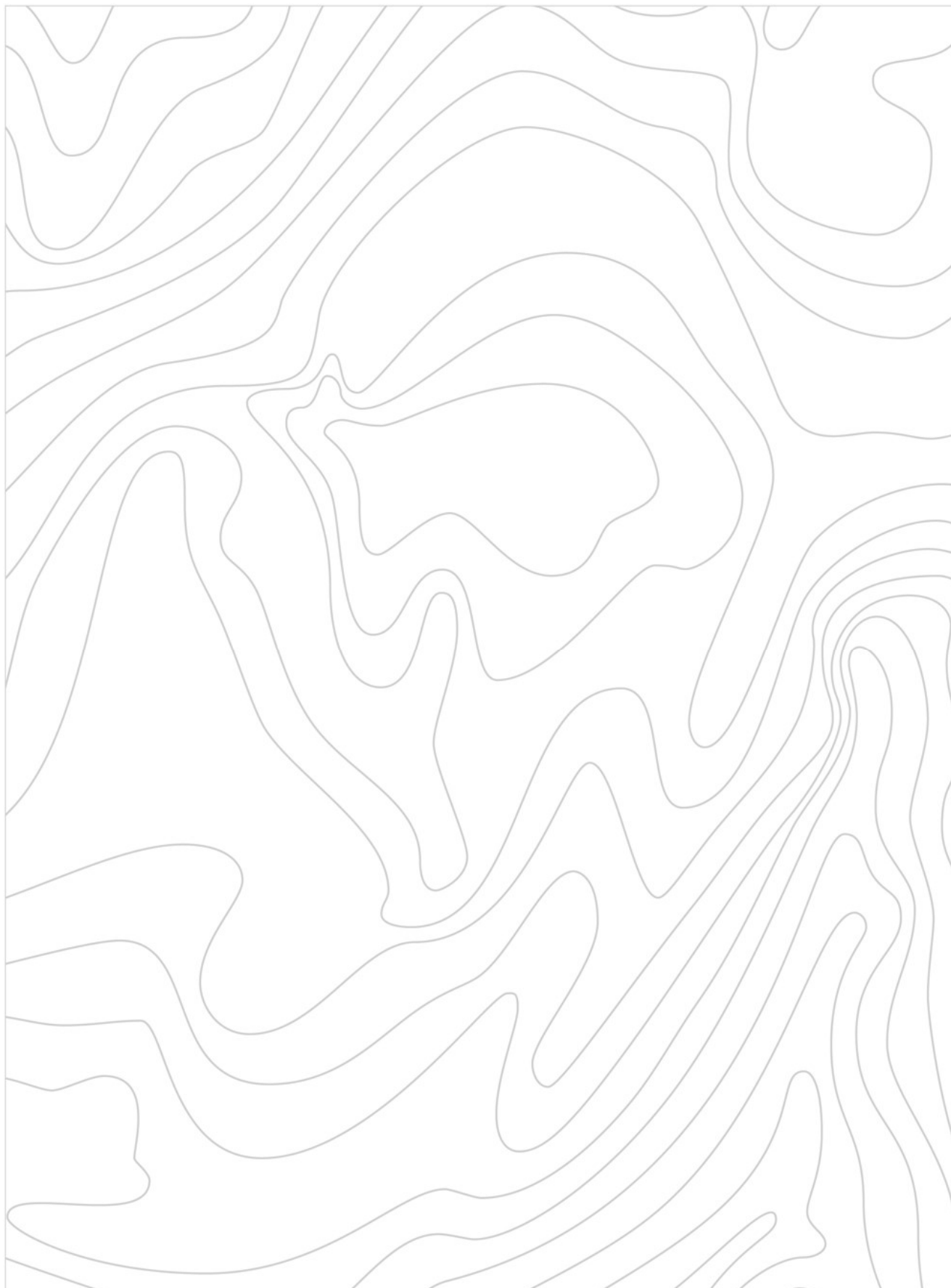
Expiry: upon the issue of the Practical Completion Certificate under the Contract which shall be conclusive for the purposes of this Guarantee Bond.

IN WITNESS whereof the Contractor and the Guarantor have executed and delivered this Guarantee Bond as a Deed this day of Two Thousand and

EXECUTED AND DELIVERED as a deed by
CONTRACTOR

EXECUTED AND DELIVERED as a deed by
GUARANTOR

E. PREFERRED 'LISTED' SPECIALIST CONTRACTORS/SUPPLIERS

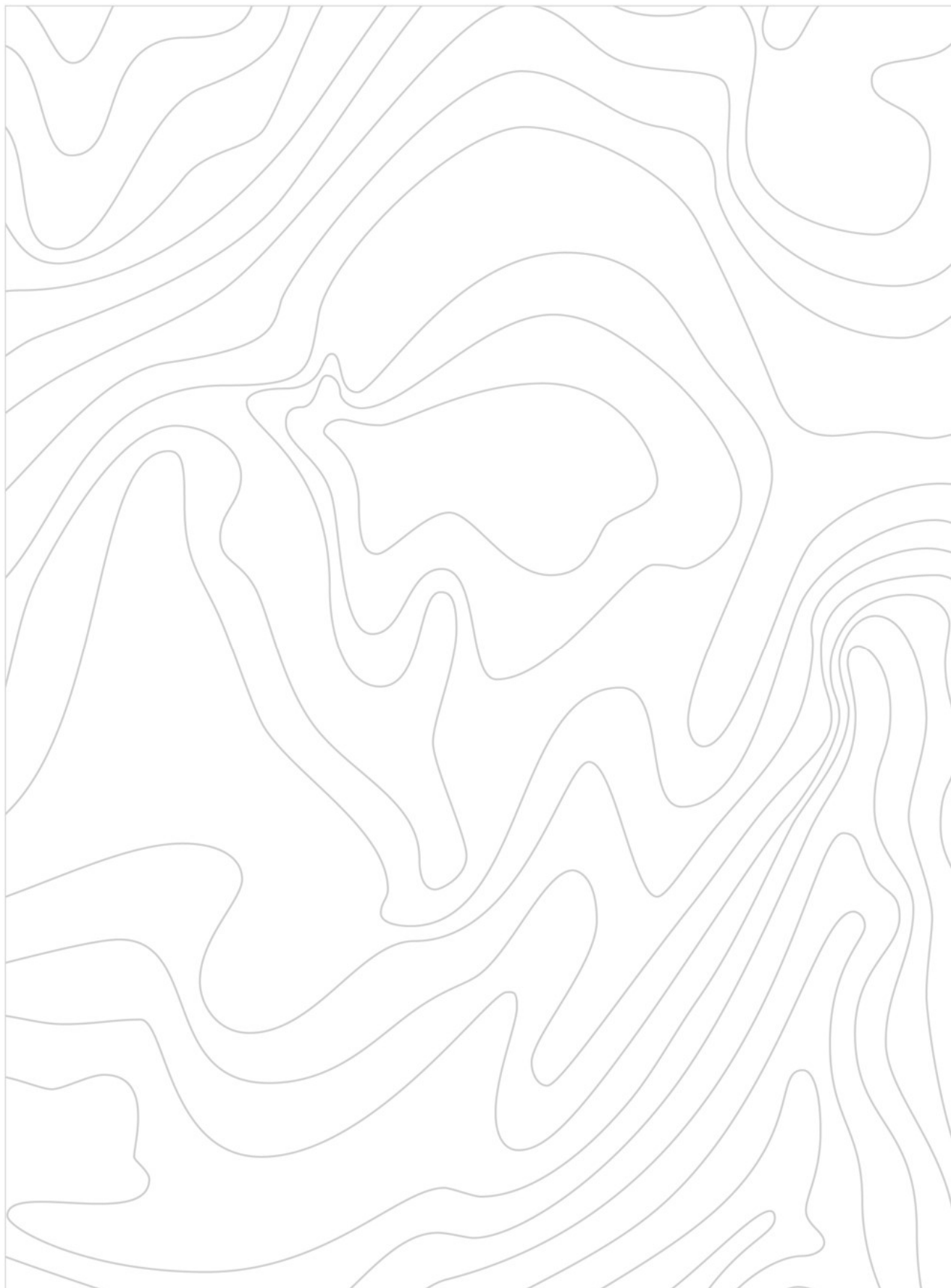


New Pavilion - Thame Cricket Club

E. PREFERRED 'LISTED' SPECIALIST CONTRACTORS/SUPPLIERS

Name	Description	Contact Information
NONE		

F. DEED OF NOVATION



Deed of Novation

DATED

2017

THAME TOWN COUNCIL

and

[NAME OF CONTRACTOR]

and

[CONSULTANT]

DEED OF NOVATION

in connection with

New Cricket Pavilion, Church Meadow, Thame

This Deed is made the day of 2017

Between

- (1) **Thame Town Council** the "Employer");
- (2) [**• Name of Contractor**][**• Limited**][**• PLC**][**• LLP**](Number [**•**]) whose registered office is at [**• address**] (the "Contractor"); and
- (3) [**•**](**• Limited**)[**• PLC**][**• LLP**](Number [**•**]) whose registered office is at [**•**] (the "Consultant")

Whereas

- (A) By a deed of appointment made the day of 20 (the "Appointment") the Employer appointed the Consultant to provide certain professional services for the new **Cricket Pavilion, Church Meadow, Thame** (the "Project").
- (B) It has been agreed between the Employer, the Consultant and the Contractor that the Contractor shall assume the obligations of the Employer under the Appointment.
- (C) The Novated Consultants will undertake a Client monitoring and reporting role in conjunction with discharging all duties required by the main Contractor. This monitoring role will include but not limited to regular site visits to inspect, progress, quality and workmanship. The Consultants will prepare monthly written reports which will be issue to the Client and Contractor simultaneously.
- (D) The Consultant consents to the substitution of the Contractor for the Employer under the Appointment.

Now this Deed witnesses as follows:

1. The Employer with the consent of the Consultant transfers to the Contractor all of its benefits, rights, obligations and liabilities under the Appointment notwithstanding any restriction on such transfer which may be contained in the Appointment.
2. The Employer releases and discharges the Consultant from further performance of the Consultant's obligations under the Appointment and from all claims and demands whatsoever arising out of or in respect of the Appointment whether arising prior to, on or subsequent to the date hereof.
3. The Contractor accepts the liabilities of the Employer under the Appointment and agrees to perform all the duties and to discharge all the obligations of the Employer thereunder and to be bound by all the terms and conditions thereof in every way as if it were named in the Appointment as a party thereto ab initio in place of the Employer. Without limiting the generality of the foregoing the Contractor acknowledges and agrees that it will receive and accept responsibility for negotiating and settling all claims and demands whatsoever against the Employer arising out of or in respect of the Appointment whether arising prior to, on or subsequent to the date hereof.
4. The Consultant releases and discharges the Employer from further performance of the Employer's obligations under the Appointment and from all claims and demands whatsoever arising out of or in respect of the Appointment whether arising prior to, on or subsequent to the date hereof.
5. The Consultant agrees with immediate effect to perform all of its duties and to discharge all of its obligations under the Appointment and to be bound by all the terms and conditions thereof in favour of the Contractor in every way as if the Contractor were a party to the Appointment ab initio in lieu of the Employer. Without limiting the generality of the foregoing the Consultant acknowledges and

agrees that the Contractor shall have the right to enforce the Appointment and to pursue all claims and demands by the Employer whatsoever arising out of or in respect of the Appointment whether arising prior to, on or subsequent to the date hereof and the Contractor shall not be precluded from recovering any losses incurred by the Contractor resulting from any failure of the Consultant to perform its duties and/or to discharge all its obligations under the Appointment by reason (if it be the case) that the Employer will not incur or has not or would not have incurred any such losses.

6. The Consultant acknowledges receipt of payment of the sum of £[•] ([•] pounds) exclusive of Value Added Tax by the Employer up to the date of this Deed.
7. The terms and conditions of this Deed represent the entire agreement between the parties relating to the novation of the Appointment and except as specifically amended herein all the terms and conditions of the Appointment remain in full force and effect.
8. Nothing in this Deed shall operate to discharge the Consultant from any liability to the Contractor in respect of duties performed prior to the execution of this Agreement.
9. The Consultant undertakes to the Employer and the Contractor to deliver to the Employer:
 - 9.1 on the date of this Deed a collateral warranty in favour of the Employer in the relevant form set out in Schedule 3 Part 1 of the Appointment duly executed by the Consultant and the Contractor;
 - 9.2 within 20 Working Days of being requested so to do by the Employer or the Contractor in writing one or more collateral warranties in favour of any Beneficiary (as defined in the Appointment) in the relevant form provided for in the Appointment.
 - 9.3 within 20 Working Days of being requested so to do by the Employer or the Contractor in writing one or more collateral warranties from each Specialist Consultant in favour of the Employer and any Beneficiary (as defined in the Appointment), each in the relevant form of collateral warranty contained within the relevant Appointment, duly amended to reflect the fact that it is a Specialist Consultant rather than the Consultant who is granting the warranty and subject to such reasonable variations as may be required by the Employer.
10. In respect of the collateral warranties to be provided pursuant to Clause 9 above, the Contractor undertakes to the Employer and the Consultant to execute, when required, those collateral warranties which incorporate step in rights for the beneficiary.
11. It is acknowledged by the parties that, following the novation of the Appointment, the Consultant will be required to provide services simultaneously to both the Contractor under the Appointment and separately to the Employer under a contract of appointment dated [•]. The Contractor and the Employer each confirm that they are fully aware of the Consultant's obligations to the other and that they will each require the Consultant to work to this arrangement.
12. The Contractor acknowledges that prior to the date of this Deed, the Consultant may have given collateral warranties containing step-in rights, for the benefit of third parties, pursuant to the terms of the Appointment and the Contractor acknowledges having received copies of these. The Contractor hereby agrees that it will not take any steps which would prevent or hinder any such third party from exercising its step-in rights under such collateral warranties and confirms that the step-in rights of such third parties override any obligations of the Consultant to the Contractor under the novated Appointment.
13. The provisions of this Agreement shall be subject to English law. The parties hereby submit to the non-exclusive jurisdiction of the Courts of England and Wales.
14. For the purposes of the Contracts (Rights of Third Parties) Act 1999 the parties to this Agreement agree that, with the exception of Clause 12 above, they do not intend any of the terms of this Agreement to be enforceable by any party who but for that Act would not have been entitled to enforce such terms.

In witness whereof the parties hereto have executed this Agreement as a Deed the day and year first above written.

EXECUTED as a DEED by
THAME TOWN COUNCIL
By affixing hereto the common
seal of the company/other
body corporate

[Postion]

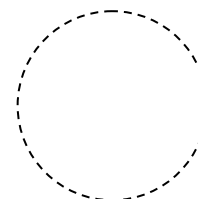
(Print Name)

(Signature)

[Postion]

(Print Name)

(Signature)



[Common seal of company]

EXECUTED as a DEED by
[NAME OF CONTRACTOR]
Acting by two Directors or one
Director and the Company
Secretary::

Director

(Print Name)

(Signature)

Director or Company
Secretary

(Print Name)

(Signature)

EXECUTED as a DEED by
[NAME OF CONSULTANT]
Acting by two Directors or one
Director and the Company
Secretary::

Director

(Print Name)

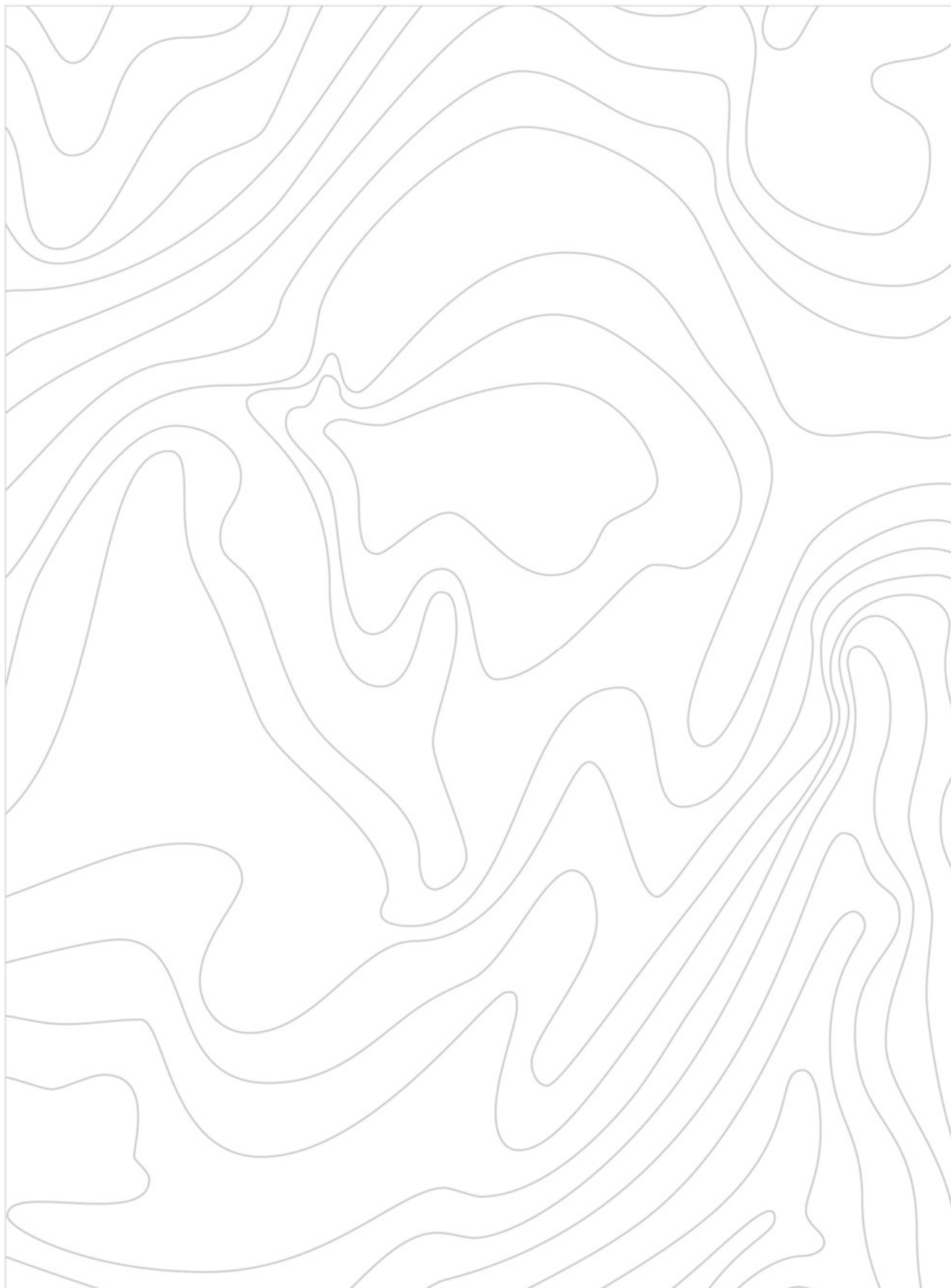
(Signature)

Director or Company
Secretary

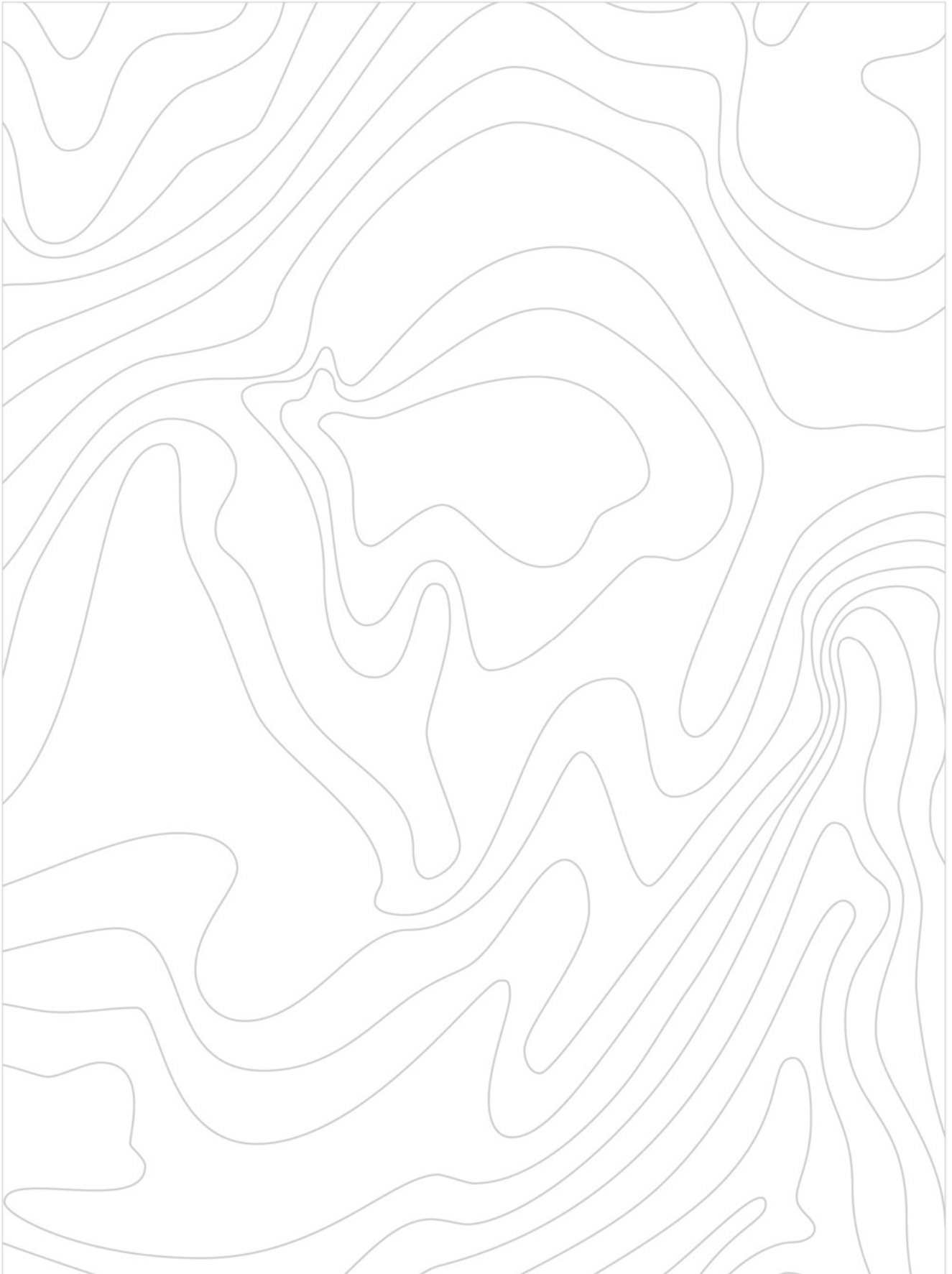
(Print Name)

(Signature)

G. GROUND INVESTIAGATION REPORT



H. UTILITIES AND TOPOGRAPHICAL SURVEYS





Project-information

Project name:
Thame Cricket Club

Contract number:
19827

Contact:
Simon Keen

Date:
01/06/2017

Client	Ridge Property & Construction Consultants
Contact:	Simon Keen
Position:	Associate
Road	The Cowyards, Blenheim Park, Oxford Road
Town	Woodstock OX20 1QR
County	
Telephone:	0199381500
Fax:	01993815001
Mobile:	07918031157
E-Mail:	SKeen@ridge.co.uk

Site	Thames Cricket Club
Contact:	Angus Lachlan
Position:	
Road	Church Road
Town	Thame
County	Oxford
Telephone:	
Fax:	
Mobile:	07966 280139
E-Mail:	angus.lachlan@talk21.com

Contractor	Survey Solutions
Contact:	Danny Beardsley
Position:	Surveyor
Road	6 Farrington Way, Eastwood Link Business Park
Town	Nottingham
County	Nottinghamshire
Telephone:	01773 714 733
Fax:	
Mobile:	
E-Mail:	utilities@survey-solution.co.uk

Defect Grade Description

 Project name:
Thame Cricket Club

 Contract number:
19827

 Contact:
Simon Keen

 Date:
01/06/2017
1:
 Brick: No Structural Defects
 Pipe: No Structural Defects

Acceptable Structural Condition

2:
 Brick: Minor cracking, Surface mortar loss, Spalling slight, wear slight
 Pipe: Circumfrential crack, Moderate joint defects, Spalling slight, Wear slight

Minor collapse risk in short term but potential for further deterioration

3:
 Brick: Total mortarloss without other defects, single brick displaced, Deformation up to 5%, Spalling medium, Wear medium
 Pipe: Fractures with deformation up tp 5%, Longitudinal cracking or mulitlpe cracking, Minor loss of level, More severe joint defects, Spalling medium, Wear medium

! Collapse unlikely in near future but future deterioration likely !

4:
 Brick: Total mortarloss with deformation greater than 10%, Deformation up to 10% and fractured, Displaced/hanging brickwork, Small number of missing bricks
 Pipe: Broken, Deformation up to 10% and broken,, Fractured with deformation 5 - 10%, Multiple fractures, Serious loss of level, spalling large, wear large

!! Collapse likely in foreseeable future !!

5:
 Brick: Already Collapsed, Missing invert, Deformation over 10% and fractured, Displaced/hanging brickwork and deformation over 10%, Extensive missing bricks
 Pipe: Already collapsed, Deformation over 10% and broken, Extensive areas of fabric missing, Fractured with deformation over 10%

!!! Collapsed or collapse imminent !!!



Survey Solutions
Nottingham
Nottinghamshire
Tel: 01773 714 733, Fax:

Inspection report

Date: 01/06/2017	Job N°: 19827	Weather: Dry	Operator: DCB	section number: 1	PLR: MH3 X X
Present:	Vehicle:	Camera: SOLO PRO	Preset:	Cleaned: No	Grade:

Road: Church Road	Division:	start MH: MH3 X
Place: Thame Cricket Club	District:	end MH:
Location:	Tape No.:	Total length: 4.75 m

Purpose:	Shape/Size: Circular dia 100 mm
Use: Foul	Material: Vitrified clay Pipe length:
Catchment:	Lining:
	Category:

Comment:
Location details:

1:50	position	code	observation	counter	photo	grade
	0.00	MH	Manhole Remark: MH3 X	00:00:00		(Constr) 0
	0.00	ST	Start of Survey	00:00:00		(Misc) 0
	0.05	WL	Water level, 5 % height/diameter	00:00:00		(Serv) 0
	0.34	LD	Line of Sewer deviates down	00:00:00		(Serv) 0
	2.20	GP	General Condition photograph	00:00:00	1_5a	(Misc) 0
	3.25	LL	Line of Sewer deviates left	00:00:00		(Serv) 0
	4.75	FH	Finish Survey, Remark: Line drops into public FW sewer.	00:00:00	1_7a	(Misc) 0

Structural Defects	Constructional Features
Service Defects	Miscellaneous Features

Inspection photos

Place: Thame Cricket Club	Road: Church Road	Date: 01/06/2017	section number: 1	PLR: MH3 X X
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Photo: 1_5a, 00:00:00
2.2m, General Condition photograph



Photo: 1_7a, 00:00:00
4.75m, Finish Survey, Remark: Line drops into public FW sewer.



Survey Solutions
Nottingham
Nottinghamshire
Tel: 01773 714 733, Fax:

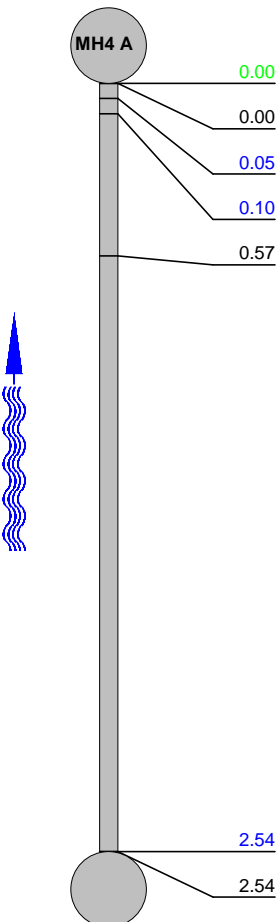
Inspection report

Date: 01/06/2017	Job N°: 19827	Weather: Dry	Operator: DCB	section number: 2	PLR: ? X
Present:	Vehicle:	Camera: SOLO PRO	Preset:	Cleaned: No	Grade:

Road: Church Road	Division:	start MH: MH4 A
Place: Thame Cricket Club	District:	end MH:
Location:	Tape No.:	Total length: 2.54 m

Purpose:	Shape/Size: Circular dia 100 mm
Use: Foul	Material: Vitrified clay Pipe length:
Catchment:	Lining:
	Category:

Comment:
Location details:

1:25	position	code	observation	counter	photo	grade
						
	0.00	MH	Manhole Remark: MH4 A	00:00:00		(Constr) 0
	0.00	ST	Start of Survey	00:00:00		(Misc) 0
	0.05	WL	Water level, 5 % height/diameter	00:00:00		(Serv) 0
	0.10	LR	Line of Sewer deviates right	00:00:00		(Serv) 0
	0.57	GP	General Condition photograph	00:00:00	12_5a	(Misc) 0
	2.54	LU	Line of Sewer deviates up	00:00:00		(Serv) 0
	2.54	FH	Finish Survey, Remark: Rest bend reached.	00:00:00		(Misc) 0

Structural Defects	Constructional Features
Service Defects	Miscellaneous Features

Inspection photos

Place: Thame Cricket Club	Road: Church Road	Date: 01/06/2017	section number: 2	PLR: ? X
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Photo: 12_5a, 00:00:00
0.57m, General Condition photograph

Inspection report

Date: 01/06/2017	Job N°: 19827	Weather: Dry	Operator: DCB	section number: 3	PLR: ? X
Present:	Vehicle:	Camera: SOLO PRO	Preset:	Cleaned: No	Grade:

Road:	Church Road	Division:	start MH:	MH4 B
Place:	Thame Cricket Club	District:	end MH:	
Location:		Tape No.:	Total length:	2.92 m

Purpose:		Shape/Size:	Circular dia 100 mm
Use:	Foul	Material:	Vitrified clay Pipe length:
Catchment:		Lining:	
		Category:	

Comment:

Location details:

1:25	position	code	observation	counter	photo	grade
	0.00	MH	Manhole Remark: MH4 B	00:00:00		(Constr) 0
	0.00	ST	Start of Survey	00:00:00		(Misc) 0
	0.70	WL	Water level, 5 % height/diameter	00:00:00		(Serv) 0
	0.70	GP	General Condition photograph	00:00:00	18_4a	(Misc) 0
	2.92	LU	Line of Sewer deviates up	00:00:00		(Serv) 0
	2.92	FH	Finish Survey, Remark: Rest bend reached.	00:00:00		(Misc) 0

Structural Defects	Constructional Features
Service Defects	Miscellaneous Features

Inspection photos

Place: Thame Cricket Club	Road: Church Road	Date: 01/06/2017	section number: 3	PLR: ? X
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Photo: 18_4a, 00:00:00
0.7m, General Condition photograph



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Nottinghamshire
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Inspection report

Date: 01/06/2017	Job N°: 19827	Weather: Dry	Operator: DCB	section number: 4	PLR: ? X
Present:	Vehicle:	Camera: SOLO PRO	Preset:	Cleaned: No	Grade:

Road: Church Road	Division:	start MH: MH4 C
Place: Thame Cricket Club	District:	end MH:
Location:	Tape No.:	Total length: 4.26 m

Purpose:	Shape/Size: Circular dia 100 mm
Use: Foul	Material: Vitrified clay Pipe length:
Catchment:	Lining:
	Category:

Comment:

Location details:

1:50	position	code	observation	counter	photo	grade
	0.00	MH	Manhole Remark: MH4 C	00:00:00		(Constr) 0
	0.00	ST	Start of Survey	00:00:00		(Misc) 0
	0.05	WL	Water level, 5 % height/diameter	00:00:00		(Serv) 0
	1.51	GP	General Condition photograph	00:00:00		(Misc) 0
	4.26	LD	Line of Sewer deviates down	00:00:00		(Serv) 0
	4.26	FH	Finish Survey, Remark: Rest bend reached.	00:00:00		(Misc) 0

Structural Defects

Constructional Features

Service Defects

Miscellaneous Features



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Nottinghamshire
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Inspection report

Date: 01/06/2017	Job N°: 19827	Weather: Dry	Operator: DCB	section number: 5	PLR: MH4 X X
Present:	Vehicle:	Camera: SOLO PRO	Preset:	Cleaned: No	Grade:

Road: Church Road	Division:	start MH: MH4 X
Place: Thame Cricket Club	District:	end MH: MH5
Location:	Tape No.:	Total length: 6.98 m

Purpose:	Shape/Size: Circular dia 100 mm
Use: Foul	Material: Vitrified clay Pipe length:
Catchment:	Lining:
	Category:

Comment:
Location details:

1:75	position	code	observation	counter	photo	grade
	0.00	MH	Manhole Remark: MH4 X	00:00:00		(Constr) 0
	0.00	ST	Start of Survey	00:00:00		(Misc) 0
	0.05	WL	Water level, 5 % height/diameter	00:00:00		(Serv) 0
	2.69	GP	General Condition photograph	00:00:00	30_4a	(Misc) 0
	6.98	FH	Finish Survey, Remark: MH5 Reached.	00:00:00		(Misc) 0

Structural Defects

Constructional Features

Service Defects

Miscellaneous Features

Inspection photos

Place: Thame Cricket Club	Road: Church Road	Date: 01/06/2017	section number: 5	PLR: MH4 X X
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Photo: 30_4a, 00:00:00
2.69m, General Condition photograph



Survey Solutions
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Nottinghamshire
Tel: 01773 714 733, Fax:

Inspection report

Date: 01/06/2017	Job N°: 19827	Weather: Dry	Operator: DCB	section number: 6	PLR: MH5 X X
Present:	Vehicle:	Camera: SOLO PRO	Preset:	Cleaned: No	Grade:

Road: Church Road	Division:	start MH: MH5 X
Place: Thame Cricket Club	District:	end MH: MH6
Location:	Tape No.:	Total length: 31.69 m

Purpose:	Shape/Size: Circular dia 100 mm
Use: Foul	Material: Vitrified clay Pipe length:
Catchment:	Lining:
	Category:

Comment:
Location details:

1:250	position	code	observation	counter	photo	grade
	0.00	MH	Manhole Remark: MH5 X	00:00:00		(Constr) 0
	0.00	ST	Start of Survey	00:00:00		(Misc) 0
	0.05	WL	Water level, 5 % height/diameter	00:00:00		(Serv) 0
	7.55	GP	General Condition photograph	00:00:00	35_4a	(Misc) 0
	16.11	GP	General Condition photograph	00:00:00	36_5a	(Misc) 0
	27.32	GP	General Condition photograph	00:00:00	37_6a	(Misc) 0
	31.69	FH	Finish Survey, Remark: MH6 Reached.	00:00:00		(Misc) 0

Structural Defects	Constructional Features
Service Defects	Miscellaneous Features

Inspection photos

Place: Thame Cricket Club	Road: Church Road	Date: 01/06/2017	section number: 6	PLR: MH5 X X
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Photo: 35_4a, 00:00:00
7.55m, General Condition photograph



Photo: 36_5a, 00:00:00
16.11m, General Condition photograph



Photo: 37_6a, 00:00:00
27.32m, General Condition photograph



Survey Solutions
Nottingham
Nottinghamshire
Tel: 01773 714 733, Fax:

Inspection report

Date: 01/06/2017	Job N°: 19827	Weather: Dry	Operator: DCB	section number: 7	PLR: MH6 X X
Present:	Vehicle:	Camera: SOLO PRO	Preset:	Cleaned: No	Grade:

Road: Church Road	Division:	start MH: MH6 X
Place: Thame Cricket Club	District:	end MH:
Location:	Tape No.:	Total length: 6.43 m

Purpose:	Shape/Size: Circular dia 100 mm
Use: Foul	Material: Vitrified clay Pipe length:
Catchment:	Lining:
	Category:

Comment:
Location details:

1:50	position	code	observation	counter	photo	grade
	0.00	MH	Manhole Remark: MH6 X	00:00:00		(Constr) 0
	0.00	ST	Start of Survey	00:00:00		(Misc) 0
	0.05	WL	Water level, 5 % height/diameter	00:00:00		(Serv) 0
	1.35	JDM	Joint displaced. Medium	00:00:00	43_4a	(Struct) 1
	2.17	GP	General Condition photograph	00:00:00		(Misc) 0
	4.46	LD	Line of Sewer deviates down	00:00:00		(Serv) 0
	6.43	LD	Line of Sewer deviates down	00:00:00		(Serv) 0
	6.43	FH	Finish Survey, Remark: Line drops into public FW sewer.	00:00:00		(Misc) 0

Structural Defects

Constructional Features

Service Defects

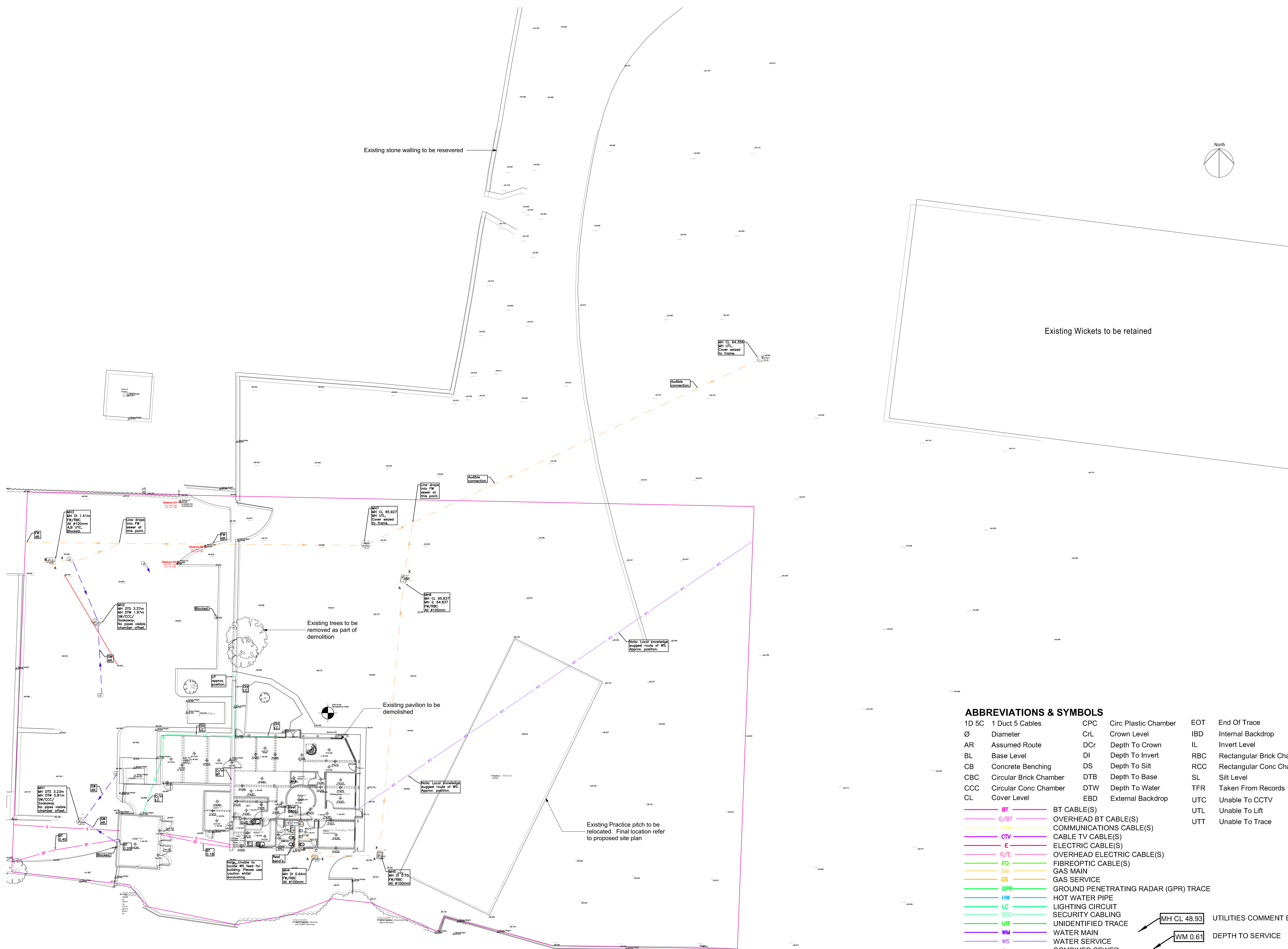
Miscellaneous Features

Inspection photos

Place: Thame Cricket Club	Road: Church Road	Date: 01/06/2017	section number: 7	PLR: MH6 X X
-------------------------------------	-----------------------------	----------------------------	-----------------------------	------------------------

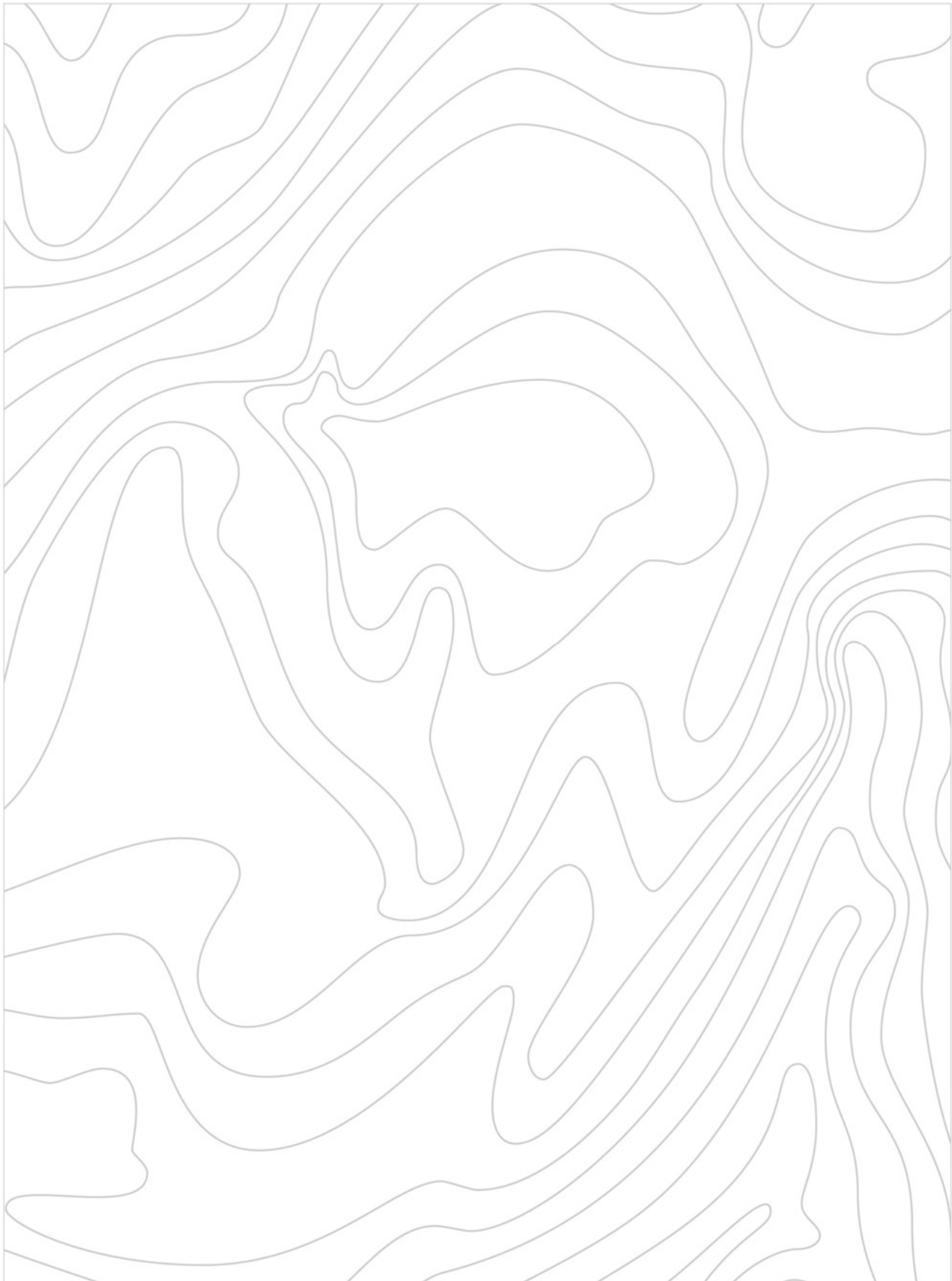


Photo: 43_4a, 00:00:00
1.35m, Joint displaced. Medium



Site Location Plan (2)
1:200

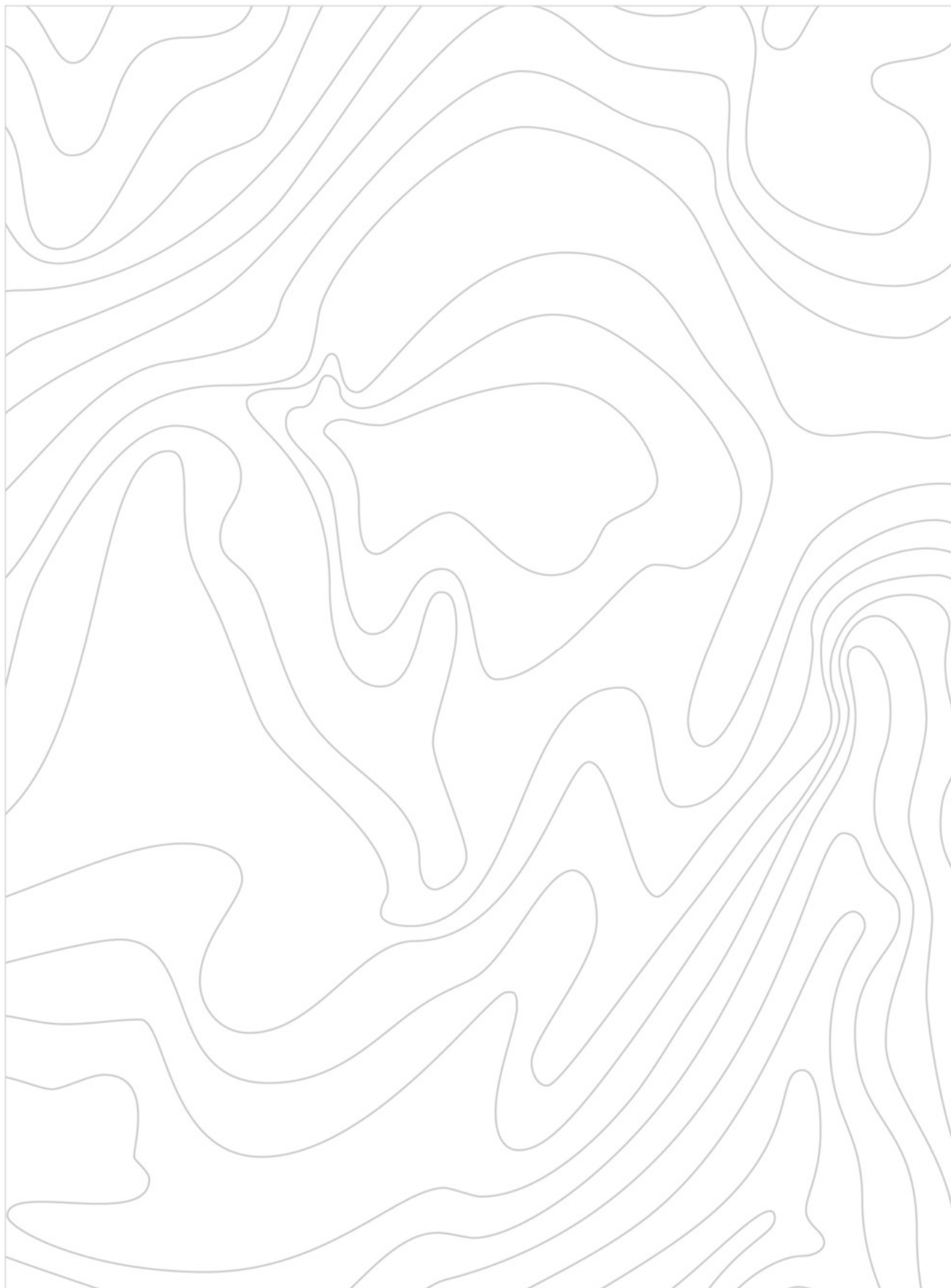
I. PRE-CONSTRUCTION INFORMATION



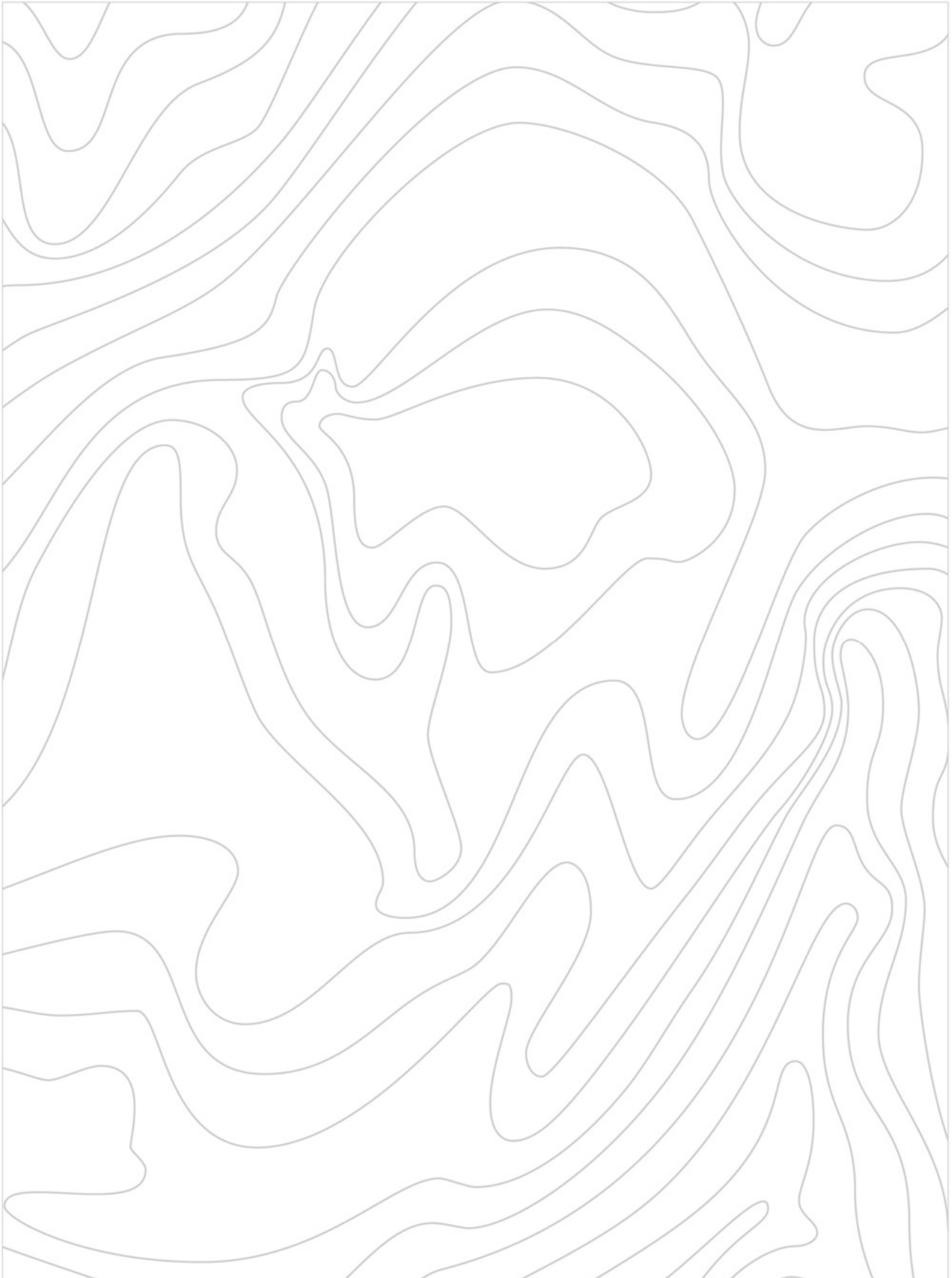
New Pavilion - Thame Cricket Club

J. ASBESTOS SURVEY REPORT

Issued Separately



K. CONTRACTOR SCORING MATRIX



TENDER SUBMISSION - SCORING MATRIX

RIDGE

New Pavilion - Thame Cricket Club

Contractor Name:

Date of Assessment:

Description	A Weighting	B Score 0 to 10 Variable	C Score A x B
1.0 Quality of Tender Submission Quality (3) Compliance (3) Project Experience (2) Programme of the works / Sequence of build (2)	35%	-- -- -- -- --	--
2.0 Financial (Tender Sum) Position on tender retrain schedule (7) Number of Provisional Sums included (3)	45%	-- -- --	--
3.1 Post Tender Interview Proposed team (5) Site logistics (5)	10%	-- -- --	--
3.2 Post Tender Interview Design Management & Quality Procedure (4) Value Engineering (3) Key risks / opportunities (3)	5%	-- -- -- --	--
3.3 Post Tender Interview Handover and completion (4) Design issues or items not clarified (3) Added value (3)	5%	-- -- -- --	--
Total	100%		
Total Weighted Score (out of 10) on which decision based			--

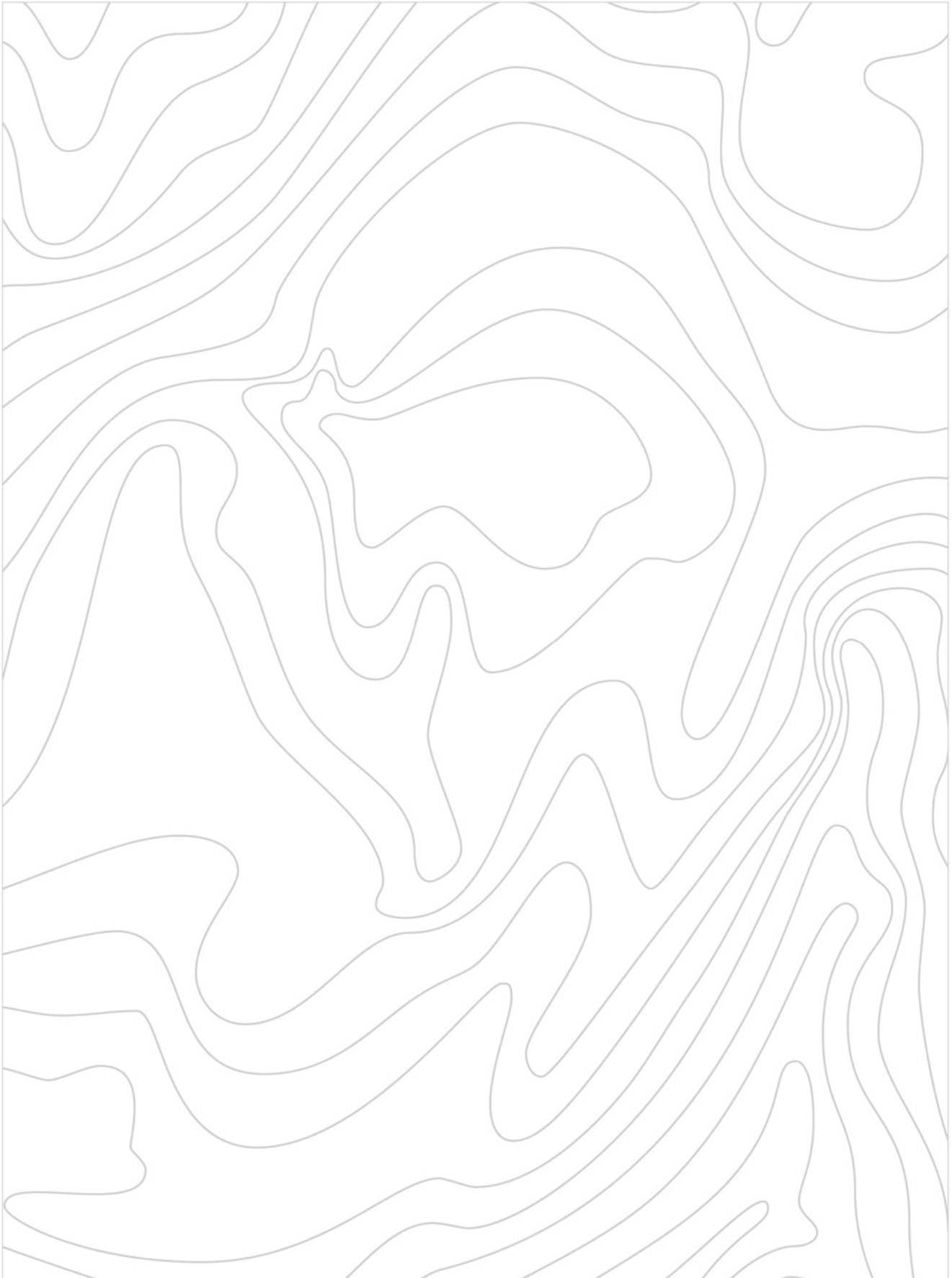
Scores checked by:

Note: The scores in column B are the average scores taken from the people who carried out the assessment.

New Pavilion - Thame Cricket Club

Score	Acceptability	Criteria for awarding scores
0	Unacceptable	The Bidder has not submitted a response or the response provided is fundamentally unacceptable as it is not relevant to the question posed, does not comply with the requirements for the response and does not evidence that the Bidder has the relevant technical capability and experience required to be demonstrated in the response.
2	Poor	The response submitted is poor in relation to the information and evidence provided and/or its compliance with the requirements for the response and/or it does not provide sufficient evidence to reasonably assure the Contracting Authority that the Bidder has anything more than limited relevant technical capability and experience required to be demonstrated in the response.
4	Minor Deficiencies	The response submitted has some minor deficiencies in relation to the quality of the evidence provided and/or there are minor gaps or weaknesses in the evidence provided to demonstrate the required level of technical capability and experience and/or the Contracting Authority is otherwise not reasonably assured that the Bidder has the technical capability and experience required to meet all of the Contracting Authority's requirements for the delivery of the services.
6	Satisfactory	The response submitted is of a satisfactory quality and provides evidence to a reasonably satisfactory level that the Bidder has the technical capability and experience required to be demonstrated in the response and the Contracting Authority is reasonably assured (with little or no doubt) that the Bidder has sufficient technical capability and experience to meet the Contracting Authority's requirements for the delivery of the services.
8	Good	The response submitted is of good quality and provides unambiguous and ample evidence that the Bidder has the technical capability and experience required to be demonstrated in the response and the Contracting Authority is assured and confident that the Bidder has the technical capability and experience to meet the Contracting Authority's requirements for the delivery of the services.
10	Excellent	The response submitted is of a very high quality and provides unambiguous, irrefutable and extensive evidence that the Bidder has the technical capability and experience required to be demonstrated in the response and the Contracting Authority is assured and confident that the Bidder has the technical capability and experience to meet (and even exceed) the Contracting Authority's requirements for the delivery of the services.

L. SCHEDULE OF DESIGN RESPONSIBILITY



Thame Cricket Club, New Pavilion

DESIGN RESPONSIBILITY MATRIX

Design Responsibilities, Interfaces and Deliverables

Responsibilities									
P - Primary Responsibility									
D - Specialist Design Detail									
A - Assist									
	Main Contractor	Architect - Holland & Green	Structural and Civil Engineer - LSA Structures Ltd	M&E Consultant - PSB	Electrical Contractor	Mechanical Contractor	Specialist Consultant /Subcontractor	Comments	

Overall Project Co-ordination and Responsibilities									
	Principal Designer role	A	A	A	A	A	A	A	Ridge have separate PD role who will have this Primary Responsibility
	Coordination / preparation of the overall site plan		P						
	Coordination of all performance strategies		P	A	A	A	A		
	Coordination of General Arrangement drawings, including across alternative disciplines		P	P	P	P	P	P	Each discipline responsible for production of their own drawings - Architect to control overall coordination
	Coordination of all interfaces / elements / materials inc air tightness		P	A		A	A		
	Coordination of FF&E with building fabric, finishes and services		A			A	A	A	
	Obtain and table samples / mood boards								
	Upload and manage design information on collaborative working software / extranet system	P	P	P	P	P	P	P	Dropbox setup by Ridge
	Produce, manage and integrate BIM software for the project								BIM not required
	Develop performance specifications		P	P	A	P	P		Each discipline responsible for production of their own specifictaions
	Develop and provide room data sheets		P		A	A	A		

Performance Strategies, Surveys and Assessments									
	Establish and develop acoustic design strategy								
	Establish and develop fire strategy		P						To be developed with Building Control
	Establish and develop archaeology strategy - watching brief		A						Part of Planning Approval Conditions
	Establish and develop incoming utility supply requirements including confirmation of load capacities and proposals				P	A	A		
	Establish and develop the public health strategy		A	A	P		D		
	Establish and develop the below ground drainage and site wide treatment strategy		A	P					
	Establish and develop the MEP design philosophy and strategies		A		P				
	Establish and develop the hard / and landscaping details and external works treatment								Civil to to be appointed or Contractor to Design
	Establish and develop FF&E strategy								Not required
	Establish and develop ventilation (mechanical and natural) strategy				P		D		
	Establish and develop thermal strategy, including overheating		A		P		D		
	Establish and develop waterproofing / tanking design		P	A					
	Overall site / building / external works setting out plan incl coordinates and bench marks related to OS		P	A					Post Tender
	Establish and develop other specific design philosophies such as integration of services fit out by others (Bar & Kitchen only)		A		A	D	D		Kitchen and Bar Facilities
	Life cycle analysis costing report								Not applicable
	Temporary works identification and designs	P		A				D	Main Contractor to identify for designs by others
	Reinforcement bar designs including weights and bending schedules			P					
	Site boundary definition and establishment		P						
	Site investigation and geotechnical report inc hyrdology							P	Client responsibility at Tender Stage
	Aboricultural report and tree protection / surgery works							P	Client responsibility at Tender Stage
	Identification of service diversions, below and above ground		A	P	P	D	D		Structural / Civil Engineer has responsibility for below ground drainage, electrical and mechanical services are responsibility of Building Services Engineer
	Existing buried services locations and plans		A	P	P	D	D		Structural / Civil Engineer has responsibility for below ground drainage, electrical and mechanical services are responsibility of Building Services Engineer
	Existing below ground drainage integrity and CCTV check	P		A					
	Flood risk assessment			A				P	Client responsibility and Tender Stage
	Traffic analysis report								Not deemed applicable at present
	Part M building assessment		P						

Thame Cricket Club, New Pavilion

DESIGN RESPONSIBILITY MATRIX

Design Responsibilities, Interfaces and Deliverables

Responsibilities									
P - Primary Responsibility		Main Contractor	Architect - Holland & Green	Structural and Civil Engineer - LSA Structures Ltd	M&E Consultant - PSB	Electrical Contractor	Mechanical Contractor	Specialist Consultant /Subcontractor	Comments
D - Specialist Design Detail									
A - Assist									
Building Services Design									
	Preliminary / concept design – sketch drawings, schematics, performance specifications showing design intent, location and approximate size of plantrooms, main items of plant, main pipe, duct, cable routes and risers		A		P				
	Design development – production of detailed schematics and detailed design drawings showing accurate sizing for ducts, pipes, electrical containment, risers, plantroom and plant layouts, wiring circuits and flow rates. Intent must be feasible and changes from concept identified		A		P				Construction Stage Work
	Production information – completion of detailed schematics and drawings, final detailing, performance definition, specification and sizing of all systems and components. Intent must be feasible and changes from development stage identified		A			P	P	A	Construction Stage Work
	Coordinated production information – coordinated working drawings, horizontal and vertical layout of components to avoid all clashes, critical dimensions including space for fixing, commissioning and maintenance, sections showing individual sized services within allocated zones, access panels, fixing points affecting the structure and finalised agreed performance specifications		A			P	P	A	Construction Stage Work
	Manufacture and install – installation drawings, builders work details, technical submissions and queries, commissioning schedule and specification, record drawings		A			P	P	A	
Local Authority Liaison									
	Coordinate Building Control applications and approvals		P						
	Drainage connections off of site and into highway			P					
	Highways / S278 / S106 agreements								Not deemed applicable at present
	Planning application and consent discharge		P						
	Environmental Agency and Environmental Health liaison								
BREEAM									
	Define and confirm rating to be achieved								Not required
	Carry out Pre Assessment to advise design team and client of benchmarking								
	Attend BREEAM progress and coordination meetings								
	Collate and provide information to BREEAM Assessor for satisfaction and sign off of credits								
	Produce BREEAM assessment and issue to BRE								
	Complete Design Stage assessment and Post Construction Review								
Acoustics									
	Define acoustic design parameters for building, building elements and services / plant		A						
	Provide design advice on achieving regulations / client requirements		A					D	Specilaist Suppliers/Sub-Contractors to advise on final design based on specied products
	Advise on requirements to derogate against employers / client / standard requirements		A					D	Specilaist Suppliers/Sub-Contractors to advise on final design based on specied products
Substructure									
	Coordination of foundations and below ground services		A	P	P	D	D		Structural Engineer responsible for foundations, Services Consultant responsible for services routes and Contractors for final design detail
	Pile scheme and design								Not deemed applicable at present
	Foundation coordinated design incl loads and service pits		A	P		D	D		
	Gas protection design and specification		A	P					
	Retaining wall design and specification								Not deemed applicable at present
	Structural fill for primary structures		A	P					
	Mobile crane base design including proposed location to retain in scheme without hindering construction							P	Subcontractors to advise location(s) and weights of cranes with design production for mat by Temporary Works Engineer
	Underground foul and storm water drainage into and through slab(s)			P					
	Underground service trenching, pits & ducts			P	P	D	D		Structural Engineer responsible for foundations, Services Consultant responsible for services routes and Contractors for final design detail
	Beam and block specification and coordination								Not deemed applicable at present
	Structural movement and expansion details		A	P					

Thame Cricket Club, New Pavilion

DESIGN RESPONSIBILITY MATRIX

Design Responsibilities, Interfaces and Deliverables

Responsibilities									
P - Primary Responsibility									
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Superstructure									
	Structural analysis including load calculations			P					
	Frame detail and design		A	P			D	Structural Engineer to produce base design with forces, steel contractor to provide manufacturing / working drawings with connection calculations for approval	
	Details of cast in services incl conduits, pipes, drainage etc (Post Tender)		A			P	P	Civil Engineer has responsibility for below ground drainage, electrical and mechanical contractors for services	
	Composite slab design		A	P					
	Demolition plans and strategy (location and annotaion on existing plan only)		P	A					
	Major structural penetration detailing and locations (over 200mm)		P	D		A	A	All to advise of requirements with coordination on plans by Architect and major penetration support, trimming and sections through by Structural Engineer	
	Minor structural penetration detailing and locations (under 200mm)	P	A	A		A	A	Main Contractor to locate on site with Services Contractor	
	Staircase concept design and specification inc balustrading		P	A					
	Staircase detailed design, including connection forces		A	P				Staircase to be steel	
	Structural and secondary steelwork to support scheme design		A	P					
	Structural steelwork scheme design incl location plan and specification		A	P					
	Structural steelwork primary and secondary members incl plant enclosures and screens		A	P		A	A		
	Structural steelwork connection forces			P			D		
	Structural and secondary steelwork to support scheme design			P					
	Structural steelwork scheme design incl location plan and specification		A	P					
	Secondary steelwork to support services plant (Construction Phase) (Contractor Design)		A	A		A	A	D	Contractor responisble for design
	Secondary steelwork connection forces			P				D	
	Structural timber scheme design incl location plan and specification (Post Tender)		A	P				D	Part of Novated Services
	Structural timber primary and secondary members			P				D	
	Structural timber connection forces			P				D	
	Builders work holes in structural timber for offsite manufacture								Not deemed applicable at present
	Sheeting / cladding rails and purlins concept design and specification								
	Sheeting / cladding rails and purlins detailed design								
	Above ground drainage specification and location plan				P		D		
	Above ground drainage coordination with below ground drainage		P	A			A		
	Rainwater systems design and specification (internal and external)		A				A	D	
	Rainwater system coordination with below ground drainage		P	A			A		
	Roof drainage incl calculations and specification		A	A			A	D	
	External rainwater goods		P				A		
	Lift design intent incl pit, overrun to roof and performance specification		P	P	P			D	
	Detailed lift pit design incl strengthening and waterproofing								No pit
	Detailed lift design		A	A	A			D	
	Brise soleil location plan, specification and design								Not deemed applicable at present
	Brise soleil fabrication drawing								Not deemed applicable at present

Thame Cricket Club, New Pavilion

DESIGN RESPONSIBILITY MATRIX

Design Responsibilities, Interfaces and Deliverables

Responsibilities										
P - Primary Responsibility	D - Specialist Design Detail	A - Assist	Main Contractor	Architect - Holland & Green	Structural and Civil Engineer - LSA Structures Ltd	M&E Consultant - PSB	Electrical Contractor	Mechanical Contractor	Specialist Consultant /Subcontractor	Comments
Envelope										
	Aeess routes / walkways / ladders / hatches									
	Brickwork, blockwork and other masonry			P	A				D	
	Brickwork ties, insulation, DPC's, cavity trays and movement joints			P	A					
	Lintel specification and schedule			A	P					
	Non-standard lintel design			A	P					
	Masonry support and restraint incl windposts			A	P					
	Curtain walling, windows and external doors concept design and specification incl schedule			P						
	Curtain walling, windows and external doors fabrication drawings								P	
	Roof light design, specification and location plan incl kerb requirements and flashing with weathering			P					A	
	Roof build up and finishes design with specification incl set out, falls and outlets			P					A	
	Coping and flashing design			P					A	
	Wall cladding design and specification			P						
	Wall cladding fabrication drawings								P	
	Render details and specification incl movement joints									
	External louvre and plant screen schedule, specification and location plan incl performance requirements			P		A		A	D	Based on large grilles for HVAC system by others, any local extract grilles and louvres by Services Contractor
Internal Finishes and Fit Out										
	Internal masonry design and specification incl setting out			P						
	Internal masonry structural supports and restraints				P					
	Internal masonry setting out and wall type plans			P						
	Internal lining details and specification			P						
	Coordinated reflected ceiling plans incl M&E fittings (Post Tender)			P			A	A		Part of Novated Services
	Plaster, render, plasterboard, dry lining specifications and details inc wall type plans and setting out			P						
	Floor screed specification and detailing			P						
	Door and screen schedule incl elevations, specification and access control			P						
	Ironmongery specification and initial schedule			P						
	Joinery details incl architraves, skirting, staircase strings etc			P						
	Raised access floor design and specification									Not deemed applicable at present
	Internal manhole / access cover schedule and specification				P					
	Roller shutters / fire curtain location plan, specification and design			P					D	
	Roller shutters / fire curtain fabrication drawing			A					D	
	Sliding folding partition location plan, specification and design									Not deemed applicable at present
	Sliding folding partition fabrication drawing									Not deemed applicable at present
	Specialist joinery items, specification and location plan - Changing Room benching/lockers; kitchen; shelving; door linings etc.			P						Excludes Bar - Client direct
	Specialist joinery fabrication drawings (Post Tender)			A					D	Part of Novated Services
	FF&E room loaded elevations (1:50) showing all furniture and equipment locations (Post Tender)			P			A	A		Part of Novated Services
	Internal room loaded elevations with coordinated services (Post Tender)			P			A	A		Part of Novated Services
	Room layouts and final coordination incl floor boxes and FF&E (Post Tender)			P			A	A		Part of Novated Services
	Statutory signage locations and specification (M&E to indicate electrical sign location)			P		P	A	A		To be agreed with Building Control by Architect
	Signage and graphic details, location and specifications									Client Direct
	FF&E schedule encompassing Client and Contractor design			P	A					Not deemed applicable at present
	Specialist coordination of FF&E i.e. Bar and Kitchen			P	A		A	A		
	W cubicle and vanity unit layouts and specification			P						No IPS
	W cubicle and vanity unit fabrication drawings			A					D	No IPS
	Sanitaryware schedule and specification			P		A				Covered by Room Data Sheets

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Thame Cricket Club, New Pavilion

DESIGN RESPONSIBILITY MATRIX

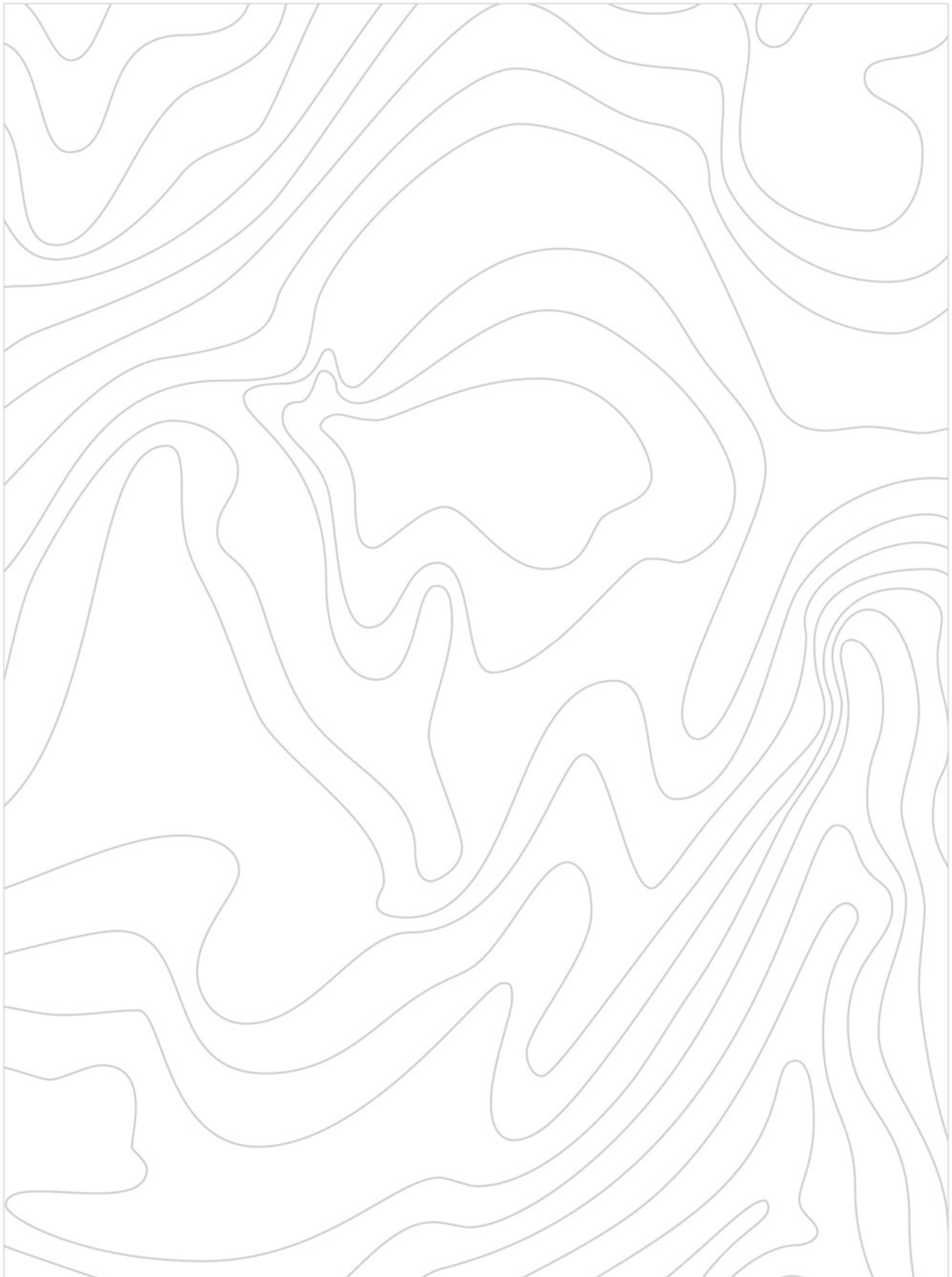
Design Responsibilities, Interfaces and Deliverables

Responsibilities									
P - Primary Responsibility D - Specialist Design Detail A - Assist		Main Contractor	Architect - Holland & Green	Structural and Civil Engineer - LSA Structures Ltd	M&E Consultant - PSB	Electrical Contractor	Mechanical Contractor	Specialist Consultant /Subcontractor	Comments

Building Regulations Part L Requirements									
	Complete calculations as necessary to inform the design team and allow for options appraisal				P		P		Consultant responsibility at tender, Construction period is responsibility of the Contractor
	Complete calculations as necessary for forwarding to building control for building regulations approval				P		P		Consultant responsibility at tender, Construction period is responsibility of the Contractor
	Complete outline and tender design information in accordance with Part L data		A		P				Output will also be required for Design Stage BREEAM credit(s)
	Complete detailed design of the building fabric / envelope in accordance with Part L input data to allow compliance with Part L		P		A		A		
	Complete installation in accordance with Part L requirements	P	A		A	P	P		H&G & PSB to provide performance specification for Tender
	Provide information relating to the systems and components as required by Part L including preparation of the log book					P	P		Log book remains the responsibility of the Mechanical Services Contractor to produce with input from Electrical Services Contractor. Services Engineer to review and comment on log book
	Complete post construction review to demonstrate Part L compliance		A		A	A	P		
	Provide SBEM / SAP calculations including updates as design progresses		A		A	A	P		Consultant responsibility at tender, Construction period is responsibility of the Contractor
	Provide U and G-values / carbon emission indexes in models and liaise with team and building control		P	A	A		A		
	Carry out calculation as necessary to produce building EPC		A		A	A	P		Consultant responsibility at tender, Construction period is responsibility of the Contractor

Builders Work in Connection with Services									
	Advise design team on weights and space requirements for plant and services distribution		A	A		P	P		Consultant responsibility at tender, Construction period is responsibility of the Contractor
	Incorporate plantrooms, risers and voids to accommodate service installations		P		A	A	A		Consultant responsibility at tender, Construction period is responsibility of the Contractor
	Produce structural design to support services plant and distribution		A	P		A	A		Consultant responsibility at tender, Construction period is responsibility of the Contractor
	Advise requirements for holes through structural elements of the building		P/A			P	P		Consultant responsibility at tender, Construction period is responsibility of the Contractor
	Advise requirements for plant supports / upstands or bases for plant and services distribution		A			P	P		Consultant responsibility at tender, Construction period is responsibility of the Contractor
	Incorporate builders work into structural designs incl holes / supports / upstands / bases		A	P		A	A		Consultant responsibility at tender, Construction period is responsibility of the Contractor
	Provide designs for supports / upstands / bases		A	P		A	A		Consultant responsibility at tender, Construction period is responsibility of the Contractor
	Confirm adequacy of space allocation, hole provision and provision of supports / upstands bases to accommodate services design		A		A	P	P		Consultant responsibility at tender, Construction period is responsibility of the Contractor

M. PLANNING NOTICE



PLANNING

ELECTRONIC
VERSION

Planning Decision

P17/S1296/FUL

Mr Graham Hunt
c/o Holland and Green Ltd
Belmont House
13 Upper High Street
Thame
OX9 3ER

PLANNING PERMISSION

Application No : **P17/S1296/FUL**

Application proposal, including any amendments :

Variation of Conditions 2 and 3 of P16/S1048/FUL to include a new porch with ramp, improved internal room heights and changes to fenestration. Demolition of existing cricket pavilion & replacement with new cricket pavilion

Site Location : **Thame Cricket Club Church Road THAME OX9 3AJ**

South Oxfordshire District Council hereby gives notice that **planning permission is GRANTED** for the carrying out of the development referred to above strictly in accordance with the description, plans and specifications contained in the application (as varied by any amendments as referred to above) subject to the following condition(s) :

1. The exterior of the development hereby permitted shall only be constructed in the materials specified on the application documentation hereby approved or in materials which shall previously have been approved in writing by the Local Planning Authority.

Reason: In the interests of the visual appearance of the development in accordance with Policy CSQ3 and CSEN3 of the South Oxfordshire Core Strategy 2027 and Policies CON7, G2 and D1 of the South Oxfordshire Local Plan 2011.

2. Prior to any demolition and the commencement of the development a professional archaeological organisation acceptable to the Local Planning Authority shall prepare an Archaeological Written Scheme of Investigation,



relating to the application site area, which shall be submitted to and approved in writing by the Local Planning Authority.

Reason: To secure the protection of and proper provision for any archaeological remains in accordance with Policy CSEN3 of the South Oxfordshire Core Strategy 2027 and Policies CON11, CON13 and CON14 of the South Oxfordshire Local Plan 2011 and to safeguard the recording of archaeological matters within the site in accordance with the NPPF (2012).

3. Following the approval of the Written Scheme of Investigation referred to in condition 2, and prior to any demolition on the site and the commencement of the development (other than in accordance with the agreed Written Scheme of Investigation), a staged programme of archaeological evaluation and mitigation shall be carried out by the commissioned archaeological organisation in accordance with the approved Written Scheme of Investigation. The programme of work shall include all processing, research and analysis necessary to produce an accessible and useable archive and a full report for publication which shall be submitted to the Local Planning Authority.

Reason: To safeguard the identification, recording, analysis and archiving of heritage assets before they are lost and to advance understanding of the heritage assets in their wider context through publication and dissemination of the evidence in accordance with the NPPF (2012).

4. Noise from the development hereby permitted shall not exceed 5 dB above the background noise level measured as a 15 minute LAeq at the nearest noise sensitive receptor. Measurements shall be undertaken in accordance with BS 7445-1 (2003) Description and Measurement of Environmental Noise.

Reason: To safeguard the amenities of residents of nearby properties in accordance with Policy EP2 of the South Oxfordshire Local Plan 2011.

5. The use of the premises shall be restricted to the hours of 11:00 to 23:00 Mondays to Saturdays and 12:00 to 22:30 on Sundays and Bank or Statutory Holidays.

Reason: In the interests of the amenities of the occupants of nearby properties and in accordance with Policies G2 and EP2 of the South Oxfordshire Local Plan 2011.

6. Upon completion of the development any external lighting shall be designed and installed so the main beam angle is not directed towards any potential observers. To prevent glare, the lighting sources (bulbs and reflectors) shall not be visible from any adjacent properties. The luminaire's front glazing shall be kept as near to parallel to the ground surface as possible (facing downwards), and shall not exceed 20 degrees from the horizontal. This scheme shall also ensure that light trespass into the windows of any light

sensitive premises shall not have a Vertical Illuminance greater than 10 Lux (in accordance with the Institution of Lighting Engineers Guidance Notes for the Reduction of Obtrusive Light GN01).

Reason: To protect the appearance of the area, the environment and local residents from light pollution in accordance with Policy EP3 of the South Oxfordshire Local Plan 2011.

7. A Construction Traffic Management Plan (CTMP) shall be submitted to and approved in writing by the Local Planning Authority prior to the commencement of development. The approved CTMP shall be implemented prior to any works being carried out on site, and shall be maintained throughout the course of the development.

Reason: In the interests of highway safety and to mitigate the impact of construction vehicles on the surrounding highway network, road infrastructure and local residents, particularly at morning and afternoon peak traffic times and in accordance with Policy T1 of the South Oxfordshire Local Plan 2011.

NB: There is a small possibility, due to the age, construction and/or location of the property, that bats could be using the existing roof void or parts of the roof structure. If you know your property is used by bats you should seek further advice before commencing work. The applicant and contractors should be aware that all bats and any structures used by them are protected by law, and that works likely to disturb bats or their resting places (even if undertaken at a time of year when the bats are absent) require a licence from Natural England. Should a bat be encountered during development, work should cease immediately and advice should be sought from Natural England (tel. Batline 0345 1300228). Bats should preferably not be handled (and not without gloves) but should be left in place, gently covered, until advice is obtained. Particular care and vigilance should be taken when roof tiles or slates are removed (remove by hand and check underside for bats before stacking, particularly the ones over the gable ends and ridge tiles.) Fascias, barge boards and external cladding may also provide roost opportunities for bats and should be disturbed with care. As a further precaution, undertaking roof work during the months of March to May, or September to November will avoid the main hibernation and breeding seasons when bats are most sensitive to disturbance.

NB: Please ensure that you have sufficient wash hand basins located in the food preparation areas, from the current drawings these are not seen.

You must ensure you register as a food business at least 28 days prior to trading and on completion comply with all relevant food hygiene regulations including: EU regulation 852/2004 and Food Safety and Hygiene (England) Regulations 2013.

On completion you must ensure you comply with all relevant Health and Safety Legislation including Health and Safety at Work etc. Act 1974 and The Workplace (Health, Safety and Welfare) Regulations 1992.

It is recommend that an additional door is installed to the toilets on both floors to create a lobby area between public areas where food is consumed and the toilets.

NB: The mains records show that low/medium/intermediate pressure gas mains are near to the site (see plan appended). There should be no mechanical excavations taking place above or within 0.5m of a low/medium pressure system or above or within 3.0m of an intermediate pressure system.

Safe digging practices, in accordance with HSE publication HSG47 "Avoiding Danger from Underground Services" must be used to verify and establish the actual position of mains, pipes, services and other apparatus on site before any mechanical plant is used. It is the responsibility of the applicant or site owner to ensure that information is provided to all relevant people (direct labour or contractors) working on the development on or near gas plant.

Damage to these pipes can be extremely dangerous for your employees and the general public. The cost to repair of these pipelines following direct or consequential damage will be charged to your organisation. Please ensure SGN are able to gain access to the pipeline throughout the duration of all on site and off-site operations carried out in accordance with this development.

NB: The parking/turning area and new hardstanding area hereby approved should be complaint with Sustainable Urban Drainage principles.

NB: The above permission/consent may contain pre-conditions, which require specific matters to be approved by the Local Planning Authority before a specified stage in the development occurs. This means that a lawful commencement of the approved development/works cannot be made until the particular requirements of the pre-condition(s) have been met. Please read the letter attached to the decision notice for further information.

NB: This approval is specific to the details of the development as shown on the approved plans and other associated documentation. Unless otherwise agreed by the Council any departure from the approved plans will constitute unauthorised development and may be liable to enforcement action. As such the Council must be advised in writing of any proposed variations from the approved plans and other associated documentation at the earliest stage possible. A decision will then be made as to whether the changes can be dealt with as a minor revision to the approved details or whether a revised application is required.

This permission refers only to that required under the Town and Country Planning

Acts and does not include any consent or approval under any other enactment, byelaw, order or regulation.

Reason for Decision

Planning permission is granted for the proposed variations to condition 2 and 3 of permission P16/S1048/FUL. The proposal complies with the relevant Development Plan Policies and, subject to the attached conditions would not be harmful to the character and appearance of the site and surrounding area, the amenity of neighbours, the local highway network or the historic importance of the site and surrounding area.

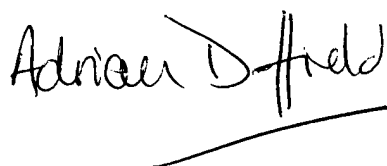
In accordance with paragraphs 186 and 187 of the National Planning Policy Framework the Council takes a positive and proactive approach to development proposals. The Planning Service works with applicants/agents in a positive and proactive manner by offering a pre-application advice service and by advising applicants/agents of issues that arise during the processing of their application and where possible suggesting solutions to problems.

Note : A more detailed explanation is available in the officer's report, available in the application case file.

Key Policies

C8	Adverse affect on protected species
C9	Loss of landscape features
CF1	Protection of recreational or essential community facilities
CF2	Provision of additional community facilities
CON5	Setting of listed building
CON7	Proposals in a conservation area
CON11	Protection of archaeological remains
CS1	Presumption in favour of sustainable development
CSEM1	Supporting a successful economy
CSEM4	Supporting economic development
CSEN1	Landscape protection
CSQ2	Sustainable design and construction
CSQ3	Design
CSS1	The Overall Strategy
CST1	Town centres and shopping
CSTHA1	The Strategy for Thame
D1	Principles of good design
D2	Safe and secure parking for vehicles and cycles
D10	Waste Management
EP1	Adverse affect on people and environment
EP2	Adverse affect by noise or vibration
G2	Protect district from adverse development
T1	Safe, convenient and adequate highway network for all users
T2	Unloading, turning and parking for all highway users
TSM2	New and improved tourist attraction in the area

Note : The full wording of the above policies are available on our website or in the local plan documents, at our offices.



Head of Planning
23rd May 2017

STATUTORY INFORMATIVE

Appeals to the Secretary of State

If you are aggrieved by the decision of your local planning authority to refuse permission for the proposed development or to grant it subject to conditions, then you can appeal to the Secretary of State for the Environment under sections 78 and 79 of the Town and Country Planning Act 1990.

If you want to appeal, then you must do so within **six months** of the date of this notice, using a form which you can get from :

The Planning Inspectorate
Customer Support Unit
Temple Quay House
2 The Square
Temple Quay
Bristol
BS1 6PN
Telephone : 0303 444 5000
www.planningportal.gov.uk
email: enquiries@pins.gsi.gov.uk.

The Secretary of State can allow a longer period for giving notice of an appeal, but he will not normally be prepared to use this power unless there are special circumstances which excuse the delay in giving notice of appeal.

The Secretary of State need not consider an appeal if it seems to him that the local planning authority could not have granted planning permission for the proposed development or could not have granted it without the conditions it imposed, having regard to the statutory requirements, to the provisions of the development order and to any directions given under the order.

In practice, the Secretary of State does not refuse to consider appeals solely because the local planning authority based its decision on a direction given by him.

Purchase Notice

If either the local planning authority or the Secretary of State for the Environment refuses permission to develop land or grants it subject to conditions, the owner may claim that he can neither put the land to a reasonably beneficial use in its existing state nor can he render the land capable of a reasonably beneficial use by the carrying out of any development which has been or would be permitted.

In these circumstances, the owner may serve a purchase notice on the Council

(District Council, London Borough Council or Common Council of the City of London) in whose area the land is situated. This notice will require the Council to purchase his interest in the land in accordance with the provisions of Part VI, Chapter 1 of the Town and Country Planning Act 1990.

Compensation

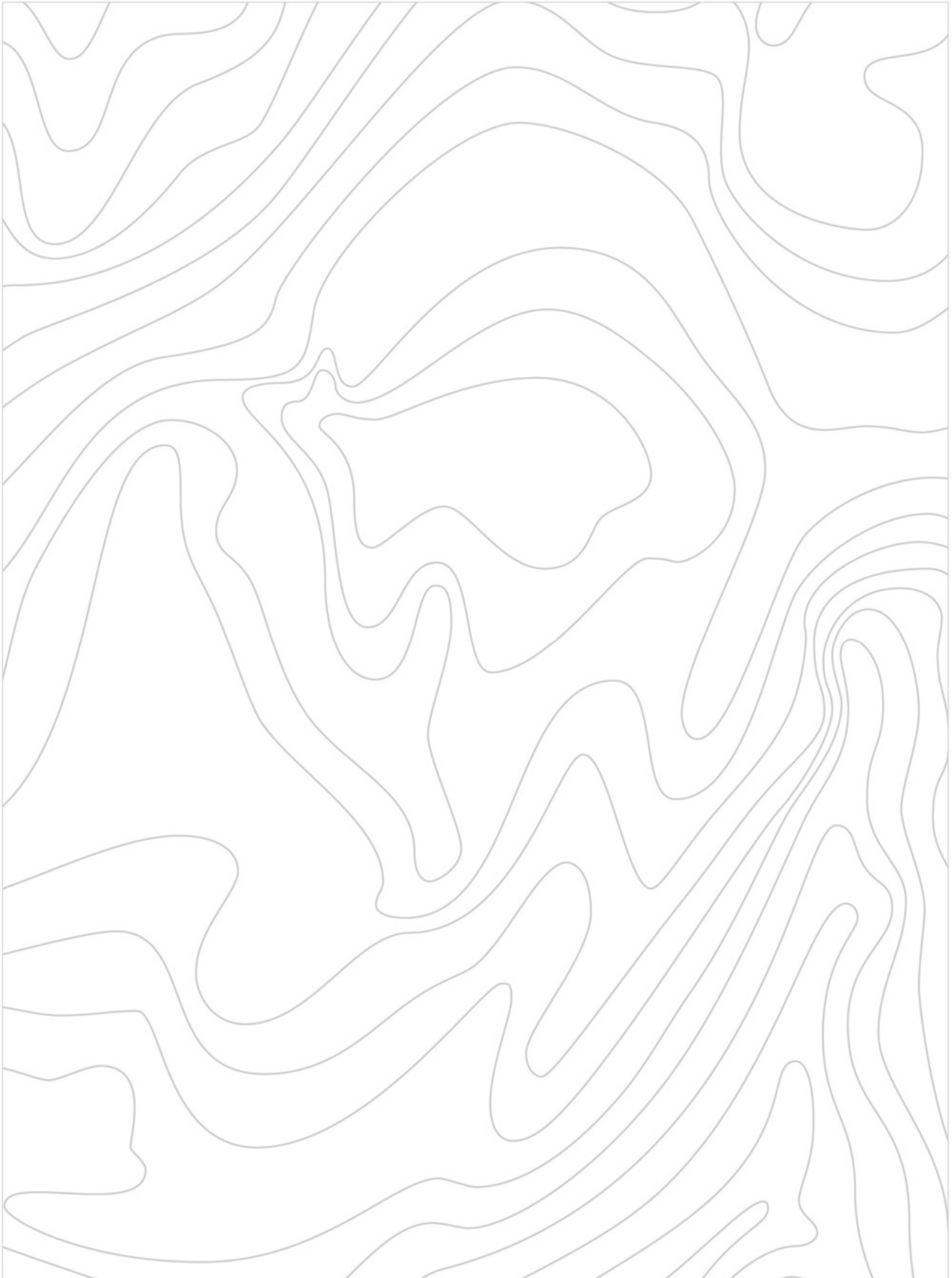
In certain circumstances compensation may be claimed from the local planning authority if permission is refused or granted subject to conditions by the Secretary of State on appeal or on reference of the application to him.

These circumstances are set out in sections 114 and related provisions of the Town and Country Planning Act 1990.

OTHER INFORMATION

The Planning Portal contains a wide range of helpful planning-related guidance and services. You may wish to view their website (www.planningportal.gov.uk).

N. STATUTORY AUTHORITIES/UNDERTAKERS



N. STATUTORY AUTHORITIES/UNDERTAKERS

The following quotations are included for information. Provisional Sums have been included within section 2 of the Employers Requirements. The contractor shall include for all associated builders work, trenching, traffic management etc. specifically required to complete the works, unless specifically indicated as being included in the attached quotations.

Mr. Alan Barnes
PSB Consulting Ltd
Merchant House
4, East St. Helen Street
ABINGDON
Oxfordshire
OX14 5EG

04 June 2017

Our ref: 8100096571/QID 3100081826

Dear Mr. Barnes,

Site Address: Church Road / THAME OX9 3AJ

I am writing to you on behalf of Eastern Power Networks plc the licensed electricity distribution network owner for the above site.

Thank you for asking us to look at the electricity connection at the above site. Please find enclosed your quotation to carry out the Works described in the Schedule in accordance with the attached Terms and Conditions.

Subject to the Terms and Conditions which set out certain circumstances where we may need to change the price and the completion date of the Works, the Works will be completed by the completion date and for the price stated in the Schedule.

Digging near live electricity cables and other underground services is dangerous. Therefore if you wish to arrange for or carry out the excavation of the joint bay yourself, before accepting the quotation you must ensure the person who will carry out the excavation has read and understands the booklet "Avoiding danger from Underground Services" (HS (G) 47) published by the Health & safety Executive (available at hse.gov.uk) and agrees to carry out the excavations in accordance with this guidance.

The Works that are the subject of this quotation may be carried out in roads that are subject to lane rental charges. Lane rental charges are daily charges levied by certain road authorities such as TfL where a utility is carrying out works in roads that are covered by a lane rental scheme. Please note that the price may be amended to reflect the costs arising from such lane rental charges in accordance with the Terms and Conditions.

We have included our Terms and Conditions and 'GSOP Factsheet'. It's important that you read these as they set out your rights and obligations and the terms under which we will carry out the Works and the circumstances when we may revise the price or change the completion date.

Validity of the quotation

This quotation is only valid for 365 days from the date of this letter. After this date if you later wish to proceed with the Works we will be happy to provide you with a new quotation.

Please note that your quotation may fall within the Quotation Accuracy Scheme (QAS). This provides information so that you can assess whether the specific charge included within the quotation is accurate in terms of consistency with our Connection Charging Statement. More information can be found at www.ukpowernetworks.co.uk

Accepting this quotation

You can accept this quotation at any time up to 5pm on the date that falls 365 days from the date of this letter.

To accept this quotation payment of the price in full needs to be received by us in cleared funds.

You will need to make payment to us of the price in full not less than 30 days prior to the date that you wish the works to start. When we receive this payment, we will contact you to progress your project. However, please note that if your project includes works that have long lead times (such as road closures or obtaining consent from third party land owners), you need to make payment to us sooner in order for us to start organising these works. If your quotation includes long lead time items this will be made clear within the Schedule (please see the box marked 'Description of works carried out by UK Power Networks').

You can pay either by credit card or cheque - for more details please see the Schedule.

Please note that in making payment (either by telephone or by post) you are accepting this quotation and you will be bound by the Terms and Conditions which accompany this quotation - even if you have not returned the Acceptance Slip attached.

Cooling off period

Once you have made the payment to accept this quotation you have seven (7) days from the date of payment within which to notify us in writing (quoting the job number) if you wish to cancel the Works. Following receipt of your written cancellation notice, you will be refunded the Price.

Please note that if Your Works are not satisfactorily completed when we arrive at Your Site to carry out the Works we will not be able to start the Works. In such circumstances we will have to charge you a cancellation fee and arrange another time for us to carry out our Works.

What happens once you have accepted the Quotation?

Within 2 working days of your payment in full clearing, UK Power Networks will contact you or your nominated representative. We will confirm what work needs to be completed by you before we can start the Works. At this stage we will also let you know if we need to revise the quotation.

If you want to discuss this quotation please contact Connections Coordinator on 08005872263 between 8.30am and 5pm.

Yours Sincerely

Georgia Graham
EPN Customer Service Co-Ordinators
Customer Service Coordinator
Domestic & SME Connections
UK Power Networks

Schedule

Correspondence Address		Job Details	
Mr. Alan Barnes PSB Consulting Ltd Merchant House 4, East St. Helen Street ABINGDON Oxfordshire OX14 5EG		Job Number	3100081826
		Quotation Expiry Date	04 June 2018
		Technical Assessor	Georgia Graham
Site Address :	Church Road / THAME OX9 3AJ		
<p>Description of work to be carried out by you ("Your Works"):</p> <p>These will be described in the Customer Responsibilities Document that will be issued to you by UK Power Networks after the site visit. These works may include (but are not limited to):</p> <ul style="list-style-type: none"> - excavation and reinstatement on your property; - excavation and re-instatement of the joint bay in accordance with our instructions and the booklet "Avoiding danger from Underground services" 9HS (G) 47 published by the Health and Safety Executive; - supply and install of electrical duct; - arranging for third party consents where required; - internal electrical works to British Standard BS7671; - appointing an electrical supplier; - supply and installation of a sub main; - supply and installation of a meter cabinet/cubicle; - supply and installation of meter tails and earth wire. 			
<p>Description of the Works to be carried out by UK Power Networks:</p> <p>Alteration of an existing three phase supply.</p> <p>**Subject to customer completing all ground works**</p>			
		0.00	
Movement of an existing three phase supply up to 100 amps to an alternative agreed position. Jointing only and installation of cable and duct up to 5 metres in length. (Please note: we are not able to move the meter. You will need to arrange this with your electricity supplier).		693.00	
Supply only of a three phase low voltage service cable per metre.		70.00	
<p>For the purposes of the Terms and Conditions the following elements of the Works are "Diversionsary Works"</p>			
Total Excluding VAT		£763.00	
VAT @ 20%		£152.60	
Total (including VAT)		£915.60	
Completion date		05 June 2018	
<p><i>Please note this is only applicable if you wish to delay the completion of the work until the date given above</i></p>			

Please note that the Price and the Completion Date are subject to the Terms and Conditions attached to this letter

You can pay by either:

- **Card:** please call **02033241455** we are open Monday to Friday 8.30am to 5.00pm. We accept all major credit and debit cards - apart from American Express; or

- **BACS/CHAPS/Bank Transfer:**

Please quote your Quotation Reference Number - 31000....,as we will not be able to progress your work without it

Account Name: UKPN Operations Connections

Account Number: 02302934 **Sort Code:** 40 05 30; or

- **Cheque:** please complete and return the Acceptance Slip attached

Acceptance Slip for Cheque Payments
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Please return to: UK Power Networks, Metropolitan House, Darkes Lane, Potters Bar, EN6 1AG

Please make cheques payable to: "UK Power Networks"

Payer Name:	Job No:	3100081826
Address:	Quotation Expires on:	04 June 2018
	Full Payment of the price:	£915.60
	Customer Name:	PSB Consulting Ltd
Cost Centre: 3500	Site Address:	Church Road / THAME OX9 3AJ



TERMS AND CONDITIONS

For Connection and Diversionary works

Terms and Conditions

Terms and Conditions

1. Definitions

- 1.1. The following words and expressions have the meanings set out below unless the context otherwise requires:
 - 1.1.1. 'Adverse Ground Conditions' means any ground conditions (including archaeological remains, apparatus belonging to a third party, unexploded ordnance and contamination) which prevent or delay the carrying out of the Works or which render them more expensive to carry out.
 - 1.1.2. 'Act' means the Electricity Act 1989.
 - 1.1.3. 'Business Day' means all the days of the week excluding Saturday and Sunday and any public holidays in England and Wales.
 - 1.1.4. 'Capacity' means the Import Capacity and the Export Capacity.
 - 1.1.5. 'Change of Law' means the coming into force after the date of the Notice of any Act of Parliament and any Legislation made under it, any judgement of the Court that changes binding precedent and any guidance, designation, direction or instruction of any competent authority with which the DNO is bound to or requested to comply.
 - 1.1.6. 'Connection Agreement' means an agreement in the form available from UK Power Networks, Income Management, Energy House, Hazelwick Business Park, Crawley, West Sussex RH10 1EX.
 - 1.1.7. 'Consents' means any permission, consent, approval or licence (statutory or otherwise) that is required to carry out the Works or Your Works.
 - 1.1.8. 'Costs' means all expenses and costs incurred including (but not limited to) attributable overheads and any regulated margins thereon provided for in the DNO's published Connection Charging Methodology.
 - 1.1.9. 'C/T Settlement Metering' means metering where the full electrical current flow in or out of the Premises is metered indirectly by using current transformers to induce a reference current which is then put through the Settlement Meter.

- 1.1.10. 'Distribution System' means the system for the distribution of electricity belonging to the DNO.
- 1.1.11. 'Diversionary Works' means those elements of the Works identified as such in the Schedule.
- 1.1.12. 'DNO' means the Distribution System owner identified in the Letter.
- 1.1.13. 'Electric Line' and 'Electrical Plant' bear the meaning given to those terms by Section 64 (1) of the Act.
- 1.1.14. 'Energisation' means the first occasion of the operation of any switchgear or the insertion of any fuse or the taking of any other step so as to enable an electrical current to flow to or from the Distribution System via Your Works.
- 1.1.15. 'Exchange Rate' means the exchange rate between £ Sterling and the currency in which the DNO or its affiliate is required to pay for the goods and/or services comprised in or required for the Works and includes any charge made by a bank for effecting or receiving the transfer or changing such currency.
- 1.1.16. 'Exit Point' means the point or points of connection at which a supply of electricity may flow from the Distribution System to Your Installation, which may be better shown in the Schedule.
- 1.1.17. 'Export Capacity' means the maximum flow of electricity expressed in kilovolt amperes set out in the Schedule that may flow into the Distribution System:
 - (a) from Your Site; or
 - (b) from each Premises connected thereto where the Works provide for more than one Premises to be connected; or
 - (c) through more than one connection to the Premises where the Works provide for more than one connection to the Premises.
- 1.1.18. 'Full Title Guarantee' means the covenant for title implied by Section 3 (1) of the Law of Property (Miscellaneous Provisions) Act 1994 save that the words 'other than any charges, encumbrances or rights which that person does not or could not reasonably be expected to know about' shall be deleted in their entirety.

- 1.1.19.** 'Force Majeure' means, in relation to either of us, any event or circumstance which is beyond the reasonable control of the Party affected by it and which results in or causes the failure of that Party to perform its obligations under the Notice. Lack of funds is not an event of Force Majeure.
- 1.1.20.** 'GS Payment' means a payment required under the Electricity (Connection Standards of Performance) Regulations 2010 as a result of failure by the DNO to comply with the required standards of performance for connections.
- 1.1.21.** 'Import Capacity' means the maximum flow of electricity expressed in kilovolt amperes set out in the Schedule that may flow from the Distribution System:
- (a) into Your Site; or
 - (b) into each Premises connected thereto where the Works provide for more than one Premises to be connected; or
 - (c) through more than one connection to the Premises where the Works provide for more than one connection to the Premises.
- 1.1.22.** 'Initial Reservation Period' means the period beginning on the first twelve-month anniversary of the date upon which the Works are completed, and ending on the 31 December that calendar year.
- 1.1.23.** 'Lane Rental Scheme' means any scheme for the rental of all or part of the Street operated by a highway authority or similar arrangement introduced pursuant to NRSWA or the Traffic Management Act 2004 that the DNO is required or requested to comply with.
- 1.1.24.** 'Land Rights' means in relation to Your Site, the interest in land upon the terms set out by the DNO following your acceptance of the Notice and in relation to the remainder of the Site the interest in land upon the terms set out by the DNO.
- 1.1.25.** 'Legislation' means:
- (a) any Act of Parliament or subordinate legislation within the meaning of Section 21 (1) Interpretation Act 1978; or
 - (b) any exercise of the Royal Prerogative and any enforceable community right within the meaning of the European Communities Act 1972, in each case within the United Kingdom and includes the Licence.
- 1.1.26.** 'Letter' means the DNO's offer to You to carry out the Works upon these Terms and Conditions and the Schedule.
- 1.1.27.** 'Licence' means the licence (as from time to time modified) issued to the DNO pursuant to Section 6(1)(c) of the Act.
- 1.1.28.** 'Licence Exempt Distribution Network' or 'LEDN' means an electricity distribution system that is the subject of an exemption from the requirement for a licence to distribute electricity granted by the Secretary of State pursuant to section 5(1) of the Act.
- 1.1.29.** 'National Terms of Connection' means the terms of connection published from time to time at www.connectionsterms.co.uk or which may be obtained upon written application from: Energy Networks Association, 6th Floor, Dean Bradley House, 52 Horseferry Road, London SW1P 2AF.
- 1.1.30.** 'Next Reservation Period' means the next period of reservation of capacity which has not yet commenced whether that is the Initial Reservation Period or the relevant Subsequent Reservation Period.
- 1.1.31.** 'Notice' means the Letter, these Terms and Conditions and the Schedule together comprising the notice under Section 16 A(5) of the Act.
- 1.1.32.** 'NRSWA' means the New Roads and Street Works Act 1991.
- 1.1.33.** 'Outstanding Capacity' means (if applicable) the Import Capacity less the Import Capacity taken up at the Exit Points that have been constructed as part of the Works and less the import capacity secured under a Subsequent Notice as calculated the DNO.
- 1.1.34.** 'Party' means You or the DNO as the case may be. 'Parties' means You and the DNO.
- 1.1.35.** 'Plant' means machinery, apparatus, materials, articles and things of all kinds to be provided by the DNO under the Notice other than its equipment required for the purpose of the Works.
- 1.1.36.** 'Premises' includes any land, building or structure.
- 1.1.37.** 'Price' means the price stated in the Notice (as varied in accordance with the Notice) for the carrying out of the Works.

- 1.1.38.** 'Reservation Application' means (if applicable) a letter addressed to the DNO at the Reservation Application Address headed 'Reservation Application' and specifying the DNO's job number quoted on the Letter stating that you wish to reserve the Outstanding Capacity for the Initial Reservation Period or Subsequent Reservation Period as the case may be and confirmation of the address that You require correspondence relating to your reservation to be addressed and attaching a copy of the Notice including these terms and conditions.
- 1.1.39.** 'Reservation Application Address' means UK Power Networks, Projects Gateway, Metropolitan House, Darkes Lane, Potters Bar, Hertfordshire, EN6 1AG.
- 1.1.40.** 'Reservation Charge' means the amount to reserve one kVA of Import Capacity specified by the DNO and set out in the Reservation Information.
- 1.1.41.** 'Reservation Confirmation' means (if applicable) a letter from You addressed to the DNO at the Reservation Application Address headed 'Reservation Confirmation' and specifying the job number quoted on the Letter and confirmation that You wish to reserve the Outstanding Capacity or specified part thereof for the Initial Reservation Period or Subsequent Reservation Period as the case may be in accordance with these terms.
- 1.1.42.** 'Reservation Fee' means the product of the Reservation Charge multiplied by that portion of the Outstanding Capacity to be reserved.
- 1.1.43.** 'Reservation Information' means (if applicable) the information provided in writing by the DNO stating the amount of Outstanding Capacity determined by the DNO that is capable of reservation together with a description of how the Outstanding Capacity was calculated together with the Reservation Charge for the Initial Reservation Period or Subsequent reservation Period as the case may be.
- 1.1.44.** 'Reserve' means to hold Capacity on the Distribution System in accordance with the provisions of paragraph 17 and cognate expressions shall be construed accordingly.
- 1.1.45.** 'Schedule' means the documentation attached to the Letter and any other documentation that may be included with the Letter.
- 1.1.46.** 'Settlement Meter' means an electricity meter used to measure electricity supplied by or sold to an authorised electricity supplier.
- 1.1.47.** 'Site' means the place at which the Works are to be carried out.
- 1.1.48.** 'Speculative Development' has the meaning given to that term in the DNO's Connection Charge Methodology.
- 1.1.49.** 'Street' means any highway, road, lane, footway, alley or passage, any square or court, and any land laid out as a way whether it is for the time being formed as a way or not. Where a street passes over a bridge or through a tunnel the term Street includes the bridge or tunnel.
- 1.1.50.** 'Subsequent Notice' means a subsequent notice issued by the DNO pursuant to section 16(A) of the Act and accepted by You or your tenants, occupiers, agents or any independent distribution network operator to carry out additional works in order to connect Your Installation to the Works and to make use of the Capacity provided by the Works.
- 1.1.51.** 'Subsequent Reservation Period' means (if applicable) each successive calendar year commencing 1 January following the Initial Reservation Period up to a maximum of ten calendar years thereafter.
- 1.1.52.** 'Variation' means any alteration of the Works including any addition, modification or omission or change to the timing or sequencing of the carrying out of the Works.
- 1.1.53.** 'Whole Current Settlement Metering' means metering where the full electrical current flow in or out of the Premises passes directly through the Settlement Meter.
- 1.1.54.** 'Works' means the work described in the Schedule that is to be carried out by the DNO on these Terms and Conditions.
- 1.1.55.** 'You' means you, your agent sub-contractors and their officers, employees, servants and agents and any reference to 'you' and 'your' shall be construed accordingly.
- 1.1.56.** 'Your Installation' means all electrical equipment and apparatus not being part of the Distribution System used or to be used by You and connected to or to be connected to the Distribution System.

- 1.1.57. 'Your Site' means that part of the Site within your occupation or control or over which you enjoy use.
- 1.1.58. 'Your Works' means all works mentioned in the Schedule that You are required to carry out on these Terms and Conditions.
- 1.2. Unless expressly provided to the contrary, any consent required of a Party under these Terms and Conditions shall not be withheld or delayed unreasonably.
- 1.3. The headings in the Terms and Conditions do not form part of them and shall not be taken into consideration in the interpretation or construction of the Notice.
- 1.4. The word 'including' is to be construed without limitation.
- 1.5. Any reference in the Notice to the masculine includes the feminine and any reference to the singular includes the plural and vice-versa in each case.
- 1.6. Any reference to a statute shall be construed as a reference to any statutory instrument, regulation, order or code of practice made under it and as any of the foregoing may be amended or re-enacted from time to time.
- 2.1.3. You are responsible at your own expense for the security of all Plant and the DNO's equipment (and that of its sub-contractors) on Your Site.
- 2.1.4. At the DNO's request You must operate free of charge for the purposes of the Works any suitable lifting equipment belonging to You or under your control that may be on Your Site. You must retain control of and be responsible for the safe working of the lifting equipment.
- 2.2. Consents/Land Rights.
- 2.2.1. You must obtain at your expense any Consents for Your Works free from conditions affecting the DNO's execution of the Works and their subsequent use and which also will allow:
- (i) the Works to be carried out in a continuous and logical progression; and
 - (ii) the Premises to be used for the purpose for which connection to the DNO's Distribution System is required.
- 2.2.2. **Where Your Premises are to be connected to the Distribution System of the DNO in London You must obtain the in principle agreement of the landowner and any occupier of any land (not being a Street maintainable at public expense) to the DNO's installation of any Electric Line and/or any Electrical Plant in their land in the position shown on the plan provided to You by the DNO and upon the terms that the DNO will require. When You have obtained such in principle agreement You must notify the DNO in writing providing the relevant landowner's (and where different its occupier's) name and address and that of their solicitors as it is not until then that the DNO will instruct its solicitors to obtain the Land Rights that it requires from the relevant owner and occupier.**
- 2.2.3. You must provide to the DNO before it carries out its Works, either:
- (i) a copy of the planning permission for Your Works; or
 - (ii) if planning permission is not required for Your Works, confirmation of that fact from the local planning authority or unequivocal counsel's opinion of the same.
- 2.2.4. You must transfer or grant (or procure the transfer or grant of) the Land Rights in relation to Your Site to the DNO with Full Title Guarantee.

2. *Your Obligations*

- 2.1. Your Site.
- 2.1.1. **If Your Site is notifiable under The Construction (Design and Management) Regulations 2007 You must notify the DNO upon acceptance of the Notice the name, postal address, telephone number and email address of the CDM Co-ordinator and the Principal Contractor.**
- 2.1.2. You must at your expense give the DNO:
- (i) unobstructed pedestrian and vehicular access (including the provision of any load bearing surfaces required by the DNO) to and within Your Site; and
 - (ii) site facilities, including provision of main services, site huts, parking, storage and a secure facilities compound on Your Site as it shall require to enable it to complete its Works by the date specified in the Schedule for their completion or if no date is stated in the Schedule at such time as shall be required by the DNO when programming the Works.

- 2.2.5.** Energisation will not take place in any case where the vendor/lessor/grantor of the Land Rights is not legally represented by a solicitor or licensed conveyancer unless the vendor/lessor/grantor provides the DNO's solicitors with independent verification of such person's identity satisfactory to the DNO's solicitors. Such verification will be a declaration and photograph as required in the application for a British Passport.
- 2.3.** Your Works.
- 2.3.1.** You must carry out and complete Your Works and such other works on Your Site that are reasonably necessary to enable the DNO to carry out its Works. You shall carry out such works referred to in this paragraph 2.3.1 at your own cost before the DNO begins its Works on Your Site and they must be of the quality specified by the DNO, comply with relevant Legislation and be carried out in such a manner that will enable the DNO to carry out its Works in a continuous, efficient and logical progression so that the Works can be completed and Energisation can take place on or before the date given in the Notice for completion of the Works.
- 2.3.2.** The DNO may inspect Your Works and where Your Works are not in conformity with your obligations under the Notice You must rectify all shortcomings at your own expense. Each subsequent inspection required by the DNO must be paid for by You and shall be carried out after the DNO's receipt in cleared funds of the re-inspection fee.
- 2.3.3.** You must ensure that Your Works, and any Premises owned, occupied, controlled or to be constructed by You, are designed and so constructed that the operation of the Distribution System shall not cause any nuisance, inconvenience, annoyance or disturbance to any person using or occupying such Premises or those adjoining it.
- 2.4.** Provision of Information and Assistance.
- 2.4.1.** You must give to the DNO, free of charge and within a reasonable time to prevent delay and/or disruption to the Works, all necessary and relevant data and information in your possession or under your control relating to the Works, Your Installation, Your Site and Your Works.
- 2.4.2.** You are responsible for errors, omissions or discrepancies in drawings and written information supplied by You and shall pay the DNO the Costs it incurs as a consequence of such errors, omissions or discrepancies.
- 2.4.3.** You must give at your expense such assistance in connection with the Works as reasonably requested by the DNO.
- 2.5.** Contamination.
- 2.5.1.** It is your responsibility to identify whether Your Site is contaminated and to remove any contamination at your expense before the DNO begins the Works.
- 2.5.2.** The DNO may suspend the Works while contamination, wherever discovered, is removed and recover from You the additional Costs it incurs as a result of such suspension and (if it shall remove the same) removal.
- 2.5.3.** If contamination migrates to or from the Site during or after the Works You shall indemnify the DNO against all Costs, claims, demands and liabilities it incurs as a result of such migration other than those arising from its negligence.
- 2.6.** Connection Agreement.
- 2.6.1.** In the absence of a Connection Agreement made between You and the DNO relating to the Premises at which the Works are to be carried out You shall be bound by section 1 of the National Terms Of Connection. You shall be bound also by section 2 of the National Terms of Connection if the Premises for which the connection is to be provided by the Works will be measured by Whole Current Settlement Metering and by section 3 of the National Terms of Connection if the Premises for which the connection is to be provided by the Works will be measured by C/T Settlement Metering and by section 4 of the National Terms of Connection if the Premises for which the connection is to be provided by the Works is not an LEDN but will be measured on an un-metered settlement basis.
- 2.6.2.** If the Works are for the making or variation of a connection to a LEDN between which and the Distribution System there is no Settlement Meter You will be bound by section 1 and section 3 of the National Terms of Connection and You are and will remain responsible for ensuring that:
- 2.6.2.1** the owner and, if different, the occupier of any Premises connected to the LEDN do not by any act or omission do anything that will cause the owner and, if different, the operator of the LEDN to breach the National Terms of Connection; and
- 2.6.2.2** all connections to the LEDN have electricity consumption measured by whole current

Settlement Metering, C/T Settlement Metering or measured on an un-metered settlement basis.

2.6.3. Subject to paragraph 2.7.2 neither You nor anyone occupying the Premises for which connection to the Distribution System is to be made will have any express or implied entitlement to any Capacity on the Distribution System on and following the 12 month anniversary of completion of the Works beyond that then taken up and used by You and/or such person.

2.7. Breach of Your Obligations.

2.7.1. If You are in breach of any of your obligations under the Notice the DNO's estimate of the Costs that may be incurred by the DNO as a result of such breach shall be added to the Price and the DNO shall be entitled to such extension of time for the performance of its obligations as reasonably it shall require but in all cases equal at least to the period of delay.

2.7.2. If You are in breach of any of your obligations under the Notice and such breach causes the completion of the Works to be delayed beyond the 12 month anniversary of the date given for the completion of the Works in the Notice You and the occupiers of the Premises for which the connection to the Distribution System is to be made shall lose entitlement to Capacity that You and such occupiers may have pursuant to Paragraph 2.6.3 without further notice to You.

3. *The DNO's Obligations*

3.1. The Works.

3.1.1. The DNO shall, subject to the provisions of the Notice, design, supply and execute the Works with reasonable skill and care but such duty does not extend to determining the existence of Adverse Ground Conditions.

3.2. Conditions.

3.2.1. The DNO shall not be obliged to begin or continue the Works until:

- (i) it has received the Price (or where applicable the next instalment thereof) and any Costs then due under the Notice in cleared funds; and
- (ii) it has obtained the Land Rights and any Consents on such terms as it shall require to carry out the Works; and
- (iii) You have obtained the Consents as

required in paragraphs 2.2.1, 2.2.2 and 2.2.3 and have provided copies of them to the DNO; and

- (iv) You have provided the information required under paragraph 2.1.1 and 2.4.1 and You have provided access to the Site in accordance with paragraph 2.1.2; and
- (v) You have carried out Your Works in conformity with the Notice; and
- (vi) it has given (following satisfaction of the conditions above in this paragraph 3.2.1) notice required by the Traffic Management Act 2004 and NRSWA and any period required to have elapsed before that part of the Works is commenced, has elapsed; and
- (vii) any required reinforcement of the Distribution System and transmission system that does not form part of the Works has been completed.

3.3. Consents and Land Rights.

3.3.1. The DNO shall use reasonable endeavours to obtain, at Your Cost, the Land Rights and the Consents free of conditions that it requires for any Works that are not on Your Site.

3.3.2. If the Consents and/or Land Rights that the DNO requires pursuant to paragraph 3.3.1 cannot be obtained in accordance with its terms, lapse, are terminated or revoked, it may in its absolute discretion exercise its powers under the Act and in such case:

- (i) the DNO may (but shall not be obliged to) exercise its powers under the Act without first having notified You of its intention to do so and without having regard to any comments that You may make;
- (ii) as a condition precedent to it continuing to use such powers You must pay to the DNO its estimate of the Costs of preparing for and exercising those powers, the costs of proceedings before the Lands Tribunal, and of the compensation that it considers may be awarded by the Lands Tribunal; and
- (iii) if the DNO's estimates pursuant to (ii) above are too low You must pay the shortfall before it proceeds further. If its estimates are too high the DNO will repay the excess to You within 21 days of the conclusion of all proceedings.

3.3.3. If the DNO does not within 6 months of your acceptance of the Notice acquire the Land Rights or the Consents under paragraph 2.2.4 or paragraph 3.3.1, or it is not given

access by You as required by paragraph 2.1.2, the DNO's obligations under the Notice may be terminated by it. You may make another request to the DNO to make a connection to its Distribution System.

4. Variations to Works/Your Works

- 4.1. Either Party may at any time propose Variations by notice in writing to the other Party. Subject to paragraph 4.6, no Variation shall be effective unless agreed by both Parties in writing.
- 4.2. As soon as possible after having received a request for, or proposed, a Variation (other than in relation to any required by the DNO under paragraph 4.6 to which the provisions of paragraphs 4.1- 4.4 shall not apply) the DNO will notify You:
 - (i) if, in its reasonable opinion, the Variation will involve an addition to or deduction from the cost of the Works; and
 - (ii) what it then considers to be the effect upon their completion date.
- 4.3. The Cost incurred by the DNO in preparing a Variation requested by You shall be added to the Price whether or not You instruct the DNO to proceed with the Variation.
- 4.4. Within seven (7) days of the DNO's notification under paragraph 4.2 You must confirm in writing whether the DNO is to proceed with the Variation. The Price shall be adjusted accordingly and any increase in the Price shall be paid with your instruction. Any reduction in the Price shall be re-paid to You within twenty-one (21) days of the later of the agreement of the Variation and receipt by the DNO of a request from You to re-pay such reduction in Price. Where Plant or any work or service has been supplied or is being supplied or an order has been placed for it to be supplied, the Costs of the variation shall be paid by You. Once instruction is given the DNO's obligations shall be deemed to have been modified to such an extent as would enable the DNO to fulfil its obligations without any prejudicial effect upon them.
- 4.5. No Variation shall constitute or be construed as a waiver of any of the Terms and Conditions or obligations of either of us.
- 4.6. If before or during the carrying out of the Works, any part of the Works or their means of execution is affected by:

- 4.6.1. Force Majeure and/or
- 4.6.2. the existence of Adverse Ground Conditions; and/or
- 4.6.3. a Change of Law; and/or
- 4.6.4. the absence of any Consents for the Works or by the terms upon which they are granted or an inability to obtain access to any Premises (including those belonging to the DNO); and/or
- 4.6.5. the DNO's existing ducts being unable to be utilised; and/or
- 4.6.6. any Legislation the object or effect of which is intended to achieve the efficient and/ or secure conduct of the 2012 Olympic Games, or the effects of an event for which emergency Regulations have been made under the Civil Contingencies Act 2004; and/ or
- 4.6.7. industrial action by the DNO's employees or its agents except where such industrial action is solely limited to the employees of the DNO; and/or
- 4.6.8. a network system emergency that causes the DNO (or its affiliates) to re-direct its resources and thereby prevents it from completing action required by regulations under which GS Payments may be required; and/or
- 4.6.9. there is a variation or termination of an agreement referred to in paragraph 6.2.4, the DNO shall be entitled to require a Variation to take account of such and any increase or decrease in the Cost to the DNO consequent upon such circumstance or event shall be added to or deducted from the Price and the date for completion of the Works shall be extended by such time as the DNO considers reasonable but in all cases equal at least to the period of delay except where an event described in paragraph 4.6.8 occurs where the DNO shall only be entitled to an extension of time.

5. Hours of Work

- 5.1. You may request that the Works be carried out at times other than the normal working hours (08.00-16.30 Monday to Friday, public holidays excepted). The DNO may carry out the Works outside normal working hours if in the circumstances it shall be practicable to do so and its estimate of the Costs of doing so shall be added to the Price and be paid by

You in advance of it undertaking such work. If the DNO's estimate is too low it will require that You pay the shortfall of any re-estimate made by it before it proceeds further. If its estimate is too high it will repay the excess to You within 21 days of its completion of that element of the Works to which such estimate related.

6. *Payment*

6.1. Terms of Payment

- 6.1.1. You shall pay the Price at the time(s) stated in the Notice.
- 6.1.2. If the DNO becomes entitled to claim Costs; an indemnity under these Terms and Conditions; or any other sum, it will submit an invoice to You and You must pay it within thirty (30) days of its date or before Energisation, whichever is the sooner.
- 6.1.3. For the purposes of the Housing Grants Construction and Regeneration Act 1996 (and this paragraph 6) a payment becomes due fifteen (15) days after receipt of an invoice by You ('payment due date') and final date for payment shall be fifteen (15) days after the payment due date ('final date for payment').
- 6.1.4. You shall give notice to the DNO not later than 5 (five) days after the payment due date (determined in accordance with paragraph 6.1.3 above) specifying the amount (if any) of the payment made or proposed to be made, and the basis on which the amount was calculated.
- 6.1.5. Unless You have served notice under paragraph 6.1.6 You shall pay to the DNO the sum referred to in Your notice under paragraph 6.1.4, or if you have not served a notice under paragraph 6.1.4 the sum referred to in the invoice referred to in paragraph 6.1.3) (the 'notified sum') on or before the final date for payment.
- 6.1.6. You may give written notice to the DNO not later than 1 (one) Business Day prior to the final date for payment (determined in accordance with paragraph 6.1.3) that You intend to pay less than the notified sum (a 'pay less notice'). Any pay less notice shall specify the sum that You consider to be due on the date the notice is served and the basis on which that sum is calculated.

- 6.1.7. If payment of any sum payable under these Terms and Conditions is delayed past the final date for payment, the Party entitled to payment is entitled to receive interest on the amount unpaid during the period of delay. The interest shall be at the rate of 4% per annum above the base rate of HSBC Bank plc and shall accrue from day-to-day compounded quarterly. Both Parties are entitled to interest without formal notice and without prejudice to any other right or remedy. The DNO shall not pay interest or give credit for interest received on any element of the Price paid by You in advance of the Works.
- 6.1.8. If You fail to make any payment to which the DNO is entitled, the DNO shall be entitled:
 - (i) to stop the Works until the failure has been remedied, by giving seven (7) days, notice to You in which event the Costs of any demobilisation and of the resumption of the Works shall be paid before resumption of the Works; and/or
 - (ii) to terminate the Notice in accordance with paragraph 12.1.1 whether or not the DNO has previously stopped the Works under this paragraph 6.1.8.
- 6.1.9. All amounts becoming due under the Notice shall be exclusive of Value Added Tax which, subject to express provision to the contrary, shall be payable in addition thereto and at the rate prevailing at the date upon which payment is due.
- 6.1.10. If the Works include or comprise Diversionary Works, that element of the Price identified in the Notice as being referable to the Diversionary Works is an estimate only. You will bear all Costs suffered or reasonably incurred by the DNO in performing its obligations in this Notice in relation to the Diversionary Works.
- 6.1.11. If You are a Highway Authority, a Bridge Authority or a Transport Authority (as defined by respectively Sections 86(1), 88(1) and 91(1) of NRSWA) carrying out major highway works, major bridge works or major transport works (as defined respectively by sections 86(3), 88(2) and 91(2) of NRSWA) which affects or may affect the DNO's Apparatus (as defined by Section 105(1) of NRSWA) that is in a Street, the reference to Costs in paragraph 6.1.10 is a reference to the allowable costs of the measures needing to

be taken in relation to that apparatus and which shall be borne by You and the DNO in the proportions prescribed by The Street Works (Sharing of Costs of Works) (England) Regulations 2000.

6.2. Variations to the Price.

The DNO may vary the Price:

6.2.1. if at the later of:

- (i) the date of your acceptance of the Notice; and
- (ii) the date upon which it places its order with its suppliers of materials or plant to be comprised in the Works,

the price of those materials or plant shall have increased from those included in the Price, the Price may be varied by an amount equal to the increase or decrease (if any) in its suppliers' prices for such materials or plant to be comprised in the Works and that are required to be paid by the DNO by reason of the price of the relevant material or plant being less or more than the relevant price therefor in the Price; and/or

6.2.2. to reflect any change in the Exchange Rate between the date of the Letter and the Exchange Rate prevailing at the date upon which its bank transfers the currency to the payee for the goods and/or services comprised in or required for the Works; and/or

6.2.3. if otherwise than solely because of its breach of this Notice, the Works have not been completed within twelve months of the date of your acceptance of the Notice, the portion of the Price that may be increased is that which is referable to that part of the Works as has not been completed at each such twelve month anniversary disregarding that element of the Works which but solely for the DNO's breach of this Notice would have been completed before the relevant 12 month anniversary. The increased Price shall be calculated in accordance with the DNO's Connection Charge Methodology from time to time issued pursuant to the Licence; and/or

6.2.4. if the Price is apportioned between You and/or a third party and/or the DNO and that third party, varies or terminates the relevant agreement for carrying out the relevant works; and/or

6.2.5. in accordance with paragraph 4.6; and/or

6.2.6. upwards or downwards as the case may be to reflect the DNO's Costs in connection with any relevant Lane Rental Scheme or similar that affects the carrying out of the Works to the extent that such Costs are not already included in the Price.

6.3. Additional Costs

6.3.1. If alterations to the design are required reasonably by the DNO otherwise than due to its want of reasonable skill and care the Cost of making those changes and any changes to the Works shall be borne by You.

6.3.2. The Costs of obtaining all Consents and the Land Rights required by the DNO lawfully to carry out and retain the Works shall be paid by You in accordance with paragraph 6.1.2 but in any event before Energisation.

6.3.3. If the DNO installs Electric Lines and/or Electrical Plant for itself and/or others in the Site at the same time as it carries out the Works, the Price of such part of the Works shall be apportioned as provided in its Connection Charge Methodology from time to time issued pursuant to the Licence.

7. *Property In The Works*

7.1. The Works shall form part of the Distribution System and shall be owned, operated and maintained by the DNO.

8. *Copyright of Documents*

8.1. Each Party owns the copyright in all documents and data created or provided by it for use in connection with the Works, Your Works and Your Installation as the case may be and each Party hereby grants a non-exclusive, irrevocable, royalty free licence to the other Party to use such documents and data solely for the purposes of performing their respective obligations under this Notice and in the case of the DNO for the purposes of owning, operating and maintaining its Distribution System. Except with the other Party's prior written consent neither Party shall make copies or permit copies of such documents or data to be made nor may the other Party use or permit those documents or that data to be used other than in accordance with this paragraph 8.1.

9. *Force Majeure*

- 9.1. The DNO may suspend the progress of the Works at any time owing to Force Majeure.
- 9.2. If suspension as a result of Force Majeure has continued for more than ninety (90) days You or the DNO may terminate the Notice, in which event paragraph 12.3 shall apply.
- 9.3. If following suspension under paragraph 9.1 the DNO proceeds with the Works, You must pay to the DNO, before the DNO resumes the Works, the Costs incurred as a result of the suspension.

10. *Liability*

- 10.1. Save in respect of any fraudulent misrepresentation it has made or having caused the death of or personal injury to any person by its negligence (as to which in each case no limitation or exclusion of liability shall apply) and subject to paragraph 17.10:
 - 10.1.1. the DNO will be liable to You (and any third party) only for its negligent act or omission that causes delay in completing the Works and then only in the amount of the GS Payment paid or payable in relation to such delay (allowance being made therefrom in respect of any ex gratia payment paid or agreed to be paid) and in respect of physical damage only in a sum or sums that in the aggregate does not exceed the lower of the reasonable Cost of making good any physical damage caused by the DNO and the Price excluding Value Added Tax and after deducting therefrom any discount allowed by the DNO pursuant to the regulations referred to in paragraph 6.
 - 10.1.2. the DNO will not be liable to You for any special, indirect or consequential damage or loss nor for any economic loss, loss of profit, loss of opportunity, loss of savings, loss of goodwill, loss of use, or any like losses.
- 10.2. If the only works to be carried out by the DNO are Diversionary Works and they are otherwise un-related to the making or modification of any connection to the Distribution System paragraph 10.1.1 shall not apply and subject to paragraphs 10.1 and 10.3, the DNO will not be liable to You (or any third party) for breach of these Terms and Conditions or any tortious (including negligent act or omission) or otherwise in a sum or

sums that in the aggregate exceeds the Price excluding Value Added Tax.

- 10.3. Each of us shall be liable to the other for and shall indemnify the other against all claims in respect of personal injury or death arising from our respective negligence and that of our sub-contractors and their and our officers, employees, servants and agents.
- 10.4. If the DNO shall receive any claim in respect of damage or injury to the Premises of a third party arising out of the execution of the Works, it shall report the claim to You who shall then negotiate the settlement of and pay all sums due in respect of such claim. You must indemnify the DNO in respect of the claim and in respect of all proceedings, damages, Costs, charges and expenses relating to such claim but your obligation to indemnify the DNO does not apply to damage caused by the DNO's negligence.
- 10.5. Each of us shall be under a duty to take all necessary measures to mitigate the loss which has occurred provided that we can do so without unreasonable inconvenience or cost.
- 10.6. Set off.
- 10.6.1. The DNO shall be entitled but not obliged at any time or times without notice to You to set off any liability of You to the DNO against its liability to You (in either case howsoever arising and whether any such liability is present or future liquidation or un-liquidated). Any exercise by the DNO of its rights under this paragraph shall be without prejudice to any other rights or remedies available to the DNO under the Notice or otherwise.

11. *Assignment*

- 11.1. You may not assign or transfer the benefit of the Notice to anyone. The DNO may do so without your consent.

12. *Termination*

- 12.1. Either of us ('the Aggrieved Party') may (without prejudice to any other right or remedy) by written notice to the other ('the Defaulting Party') terminate the Notice with immediate effect if:
 - 12.1.1. the Defaulting Party commits a breach of any of its obligations hereunder and fails to rectify

- the same (and notify the Aggrieved Party of such rectification) within fifteen (15) days of being notified thereof by the Aggrieved Party; or
- 12.1.2.** the Defaulting Party: becomes bankrupt; makes any composition or arrangement with its creditors; has a proposal for a voluntary arrangement for a composition of debts or a scheme of arrangement approved in accordance with the Insolvency Act 1986; has an application made under the Insolvency Act 1986 in respect of itself to the Court for the appointment of an administrator; has a winding up order made or a resolution for a voluntary winding up passed; a receiver or manager of its business or undertaking is duly appointed; has an administrative receiver as defined in the Insolvency Act 1986 appointed; or possession is taken by or on behalf of any creditor of any property of the Defaulting Party.
- 12.2.** You may terminate the Notice on written notice to the DNO, provided that at the date of the Notice the Works and any part of them are not intended to or do not subsequently form part of or comprise works to provide a connection to anyone other than You. If the Works at the date of the Notice are intended to or subsequently form part of or comprise works to provide a connection to anyone other than You the DNO may after consultation with You subsequently terminate the Notice as it sees fit by written notice to You with immediate effect if such other third party does not accept the notice issued to them by the DNO in connection with such works or any such notice is terminated.
- 12.3.** Without prejudice to any antecedent breach of the Notice by the DNO, upon termination of the Notice by either of us, You shall pay to the DNO all undisputed sums then due and payable or accrued under or in connection with the Notice to the extent necessary to indemnify the DNO against the Costs it has reasonably incurred from the date that your application to carry out the Works was received in connection with the preparation and issuing of Notice and in carrying out the Works, including the Costs of materials or goods reasonably ordered for the Works prior to the date of termination.
- 12.4.** If the DNO terminates the Notice in accordance with paragraph 12.1 or paragraph 12.2, in addition to the payments provided above, You shall pay to the DNO the DNO's Costs of vacating the Site or in the case of a termination in accordance with paragraph 12.2 a reasonable proportion of the DNO's costs of vacating the Site.
- 12.5.** The DNO may terminate the Notice at any time if any one or more of the statutory exceptions to the duty to connect set out in Section 17 of the Act shall apply.
- 12.6.** Paragraphs 2.2.4, 2.5.3, 2.6.1, 2.6.2, 6, 7, 8, 10, 12, 13, 14, 15 and 16 shall survive termination of the Notice.
- 12.7.** If the Notice is terminated for any reason the DNO shall be entitled to carry on and complete so much of the Works as it considers necessary to render the same stable and safe or to comply with any condition attaching to any Consent and/ or Land Right and to ensure that its Distribution System can operate not less effectively than before the commencement of the Works. The Cost properly incurred by the DNO in relation thereto shall be borne by You except where the Notice is terminated due to a breach by the DNO.

13. Notices

- 13.1.** Any notice or consent given under the Notice shall have been properly given only if in legible writing and sent by first class prepaid letter post, by hand, or by facsimile transmission to the address of the Party to be served specified in the Notice or in either case to such other address as has been given to that other in accordance with this paragraph 13.
- 13.2.** Any notice given by post shall be deemed to have been given two working days after it was sent and a notice delivered by hand or by facsimile transmission shall be deemed to be served upon actual delivery or transmission.

14. Law

- 14.1.** The Notice shall be governed by and construed in accordance with the law of England and Wales.

15. *Entire Agreement*

- 15.1. The Notice is the entire agreement between us and replaces all previous correspondence and any previous understanding between us. Neither of us has entered the Notice in reliance on any statement that is not set out fully in the Notice. Nothing in this paragraph shall exclude liability for fraud.

16. *Non-Waiver*

- 16.1. None of the provisions of the Notice shall be considered waived by either of us except when such waiver is expressly given in writing.
- 16.2. No delay by act or omission by either of us in exercising any right power privilege or remedy under the Notice shall impair such right power privilege or remedy or be construed as a waiver thereof. Any single or partial exercise of any such right power privilege or remedy shall not preclude any other future exercise thereof or the exercise of any other right power privilege or remedy.

17. *Reservation of Capacity*

- 17.1. You may (but are not obliged to) Reserve the Outstanding Capacity as an integer in kVA on the Distribution System in accordance with the provisions of this paragraph 17.
- 17.2. The right to Reserve Outstanding Capacity is conditional upon:
- 17.2.1. You agreeing as part of the Works to the installation of and the payment to the DNO of the Costs of measurement capability to allow the Outstanding Capacity to be determined in accordance with this Notice;
- 17.2.2. the Works not being only Diversiory Works; and
- 17.2.3. either the Works being for a Speculative Development or You or a third party has not entered into an agreement with a supplier of electricity in connection with the Exit Point.
- 17.3. To Reserve the Outstanding Capacity on the Distribution System You must send the Reservation Application with a copy of the Notice to the DNO at the Reservation Application Address:

- 17.3.1. for reservation during the Initial Reservation Period, not more than four nor less than two calendar months before the start of the Initial Reservation Period; and
- 17.3.2. for reservation during each Subsequent Reservation Period, not more than four nor less than two calendar months before the end of the Initial Reservation Period or the preceding Subsequent Reservation Period (as the case may be).
- 17.4. Within twenty-one days of its receipt of the Reservation Application the DNO shall give You the Reservation Information.
- 17.5. Following Your receipt of the Reservation Information, if You wish to Reserve the Outstanding Capacity or part thereof upon the Distribution System for use at the Exit Point for the Initial Reservation Period or the relevant Subsequent Reservation Period (as the case may be) You must send the Reservation Confirmation to the DNO at the Reservation Application Address within ten days of your receipt of the Reservation Information and at that time pay to the DNO the corresponding Reservation Fee referable to that portion of the Outstanding Capacity that You wish to reserve.
- 17.6. Upon receipt of the Reservation Confirmation and full payment the Reservation Fee in cleared funds the DNO will Reserve that part of the Outstanding Capacity that you have paid to reserve by payment of the Reservation Fee for the Initial Reservation Period or the relevant Subsequent Reservation Period only.
- 17.7. You cannot Reserve any Outstanding Capacity upon the Distribution System for use at the Exit Point in an amount greater than the lesser of the:
- 17.7.1 capacity reserved by You in the Initial Reservation Period; or
- 17.7.2 capacity reserved in the immediately preceding Subsequent Reservation Period.
- 17.8. Where an amount of Outstanding Capacity is not Reserved for the Initial Reservations period or the relevant Subsequent Reservation Period (as the case may be) this paragraph 17 shall cease to apply and You shall have no further right to Reserve such Capacity under this Notice.
- 17.9. Time is of the essence for the purposes of this paragraph 17.

- 17.10. Save in respect of any fraudulent misrepresentation it has made or having caused the death of or personal injury to any person by negligence (as to which in each case no limitation or exclusion of liability shall apply), the DNO's liability to You for breach of its obligations under this paragraph 17 (including negligence) to Reserve Outstanding Capacity pursuant to a notice under paragraph 17.3 is limited to an amount calculated as:

$$\frac{\text{Price x CY}}{\text{Capacity}} = \text{the DNO's liability pursuant to this paragraph 17.10}$$

Where CY is the capacity no longer available.

The capacity that is no longer available is the lesser of the Capacity that You have Reserved in the relevant Reservation Period less the Capacity that DNO has provided to You for that Reservation Period.

- 17.11. If You or a third party require a Connection at the Exit Point the DNO will require such party to enter into the Connection Agreement.

18. *Reference to Ofgem*

- 18.1. If You have followed the DNO's complaints procedure **available at www.ukpowernetworks.co.uk** (navigate to Customer Services then click on the Complaints tab) and You are unable to resolve a dispute about the DNO's duty to connect and the conditions under which that duty is discharged (sections 16-21 of the Act) You have the right to contact the Energy Ombudsman which is the independent ombudsman for gas and electricity consumers. The Energy Ombudsman's contact details are provided below.

Telephone: 0845 055 0760

Fax: 0845 055 0765

Email: enquiries@energy-ombudsman.org.uk

Website: www.energy-ombudsman.org.uk

Energy Ombudsman

PO Box 966

Warrington WA4 9DF

In addition, You can refer the dispute to the Gas and Electricity Markets Authority (known as Ofgem) within twelve months of the date on which your connection was made to our Distribution System. Ofgem will require that You give the DNO and the Energy Ombudsman an adequate opportunity to resolve any complaint or dispute before any action is taken by them. Ofgem's decision will be enforceable as if it were a judgement of the Court and will include such provisions as it considers appropriate which may include who pays its costs in determining the dispute. Ofgem may give directions to us as to the terms on which we are to make or maintain a connection pending determination of the dispute.

Ofgem can be contacted at 9 Millbank, London SW1P 3GE or via their website **www.ofgem.gov.uk**

If You have concerns that cannot be resolved with
your normal point of contact in relation to the works,
please contact:

*Customer Relations, UK Power Networks,
Fore Hamlet, Ipswich IP3 8AA*

Tel: 0800 028 4587

Email: customer.relations@ukpowernetworks.co.uk

UK Power Networks (Operations) Limited
Registered office: Newington House,
237 Southwark Bridge Road, London SE1 6NP
Registered number: 3870728 registered in England and Wales

v3.0 CON 05 003a



Our Ref: 1389687

Network: SOUTHERN

Your Ref: 1259.01

Date: 14-JUN-2017

Paul Bailey
Psb Consulting Engineers Ltd
Suite 4, Merchant House
East St Helen Street
Abingdon
Oxfordshire
OX14 5EG



SGN Connections Limited
St Lawrence House
Station Approach
Horley
Surrey
RH6 9HJ
Tel: 0800 912 1700

Dear Psb Consulting Engineers Ltd,

Re: Thame Cricket Club, Church Road, Thame, Oxfordshire, OX9 3AJ.

I am pleased to provide you with a Quotation for Infrastructure Works. Southern Gas Networks plc's Siteworks Terms for Below 7 Barg Infrastructure Works (as amended by this quotation) shall apply to the contract formed by your Acceptance of this Quotation, and shall be deemed to be incorporated into and form part of that contract.

Please note SGN Connections Limited is acting as an agent for Southern Gas Networks plc, who will in fact carry out the work. Your contract will be with Southern Gas Networks plc.

The relevant Annex for the purposes of this Quotation is Annex 1.

The total cost (including VAT) is **£8967.49**

To accept the quotation, please complete the enclosed acceptance form and return it to the specified address.

This quotation is valid for 90 calendar days unless the quotation is withdrawn before the end of this period.

This quotation is produced on the basis, and is conditional upon the assumptions set out in the accompanying documentation being correct.

Your acceptance of this quotation will be taken to mean that you also accept that the stated assumptions are correct. If it is later determined, by either party prior to works commencing on site, that any stated assumption is significantly incorrect, SGN Connections Limited will determine whether the quotation shall be varied or withdrawn.

Works will only then commence if any variation is agreed in line with the relevant Siteworks Terms.

We look forward to receiving your Acceptance Form and if you have any queries please do not hesitate to contact the Customer Service Centre on 0845 070 1431.

Yours sincerely,

Jonathan White

Our Ref: 1389687	Your Ref: 1259.01
Customer Name: Paul Bailey	Network: SOUTHERN
Date of Request: 26-May-2017	Date of Quotation: 14-JUN-2017
	Quotation Valid Until: 12-SEP-2017
Site Address: Thame Cricket Club, Church Road, Thame, Oxfordshire, OX9 3AJ.	
Description of Works/Comments:	
<p>New service</p> <p>SGN Connections to connect to the existing 63mm PE LP main in farside road of Church Road and install a new MDPE LP single service with fire valve across the public road and third party land, entering the site. Terminate externally in 1 x built in meter box with 1 x 3/4" capped ECV.</p> <p>No meter or meter works are included in this quotation.</p> <p>Customer to supply & fit 1 x built in meter box.</p> <p>SGN Connections will provide all excavation and reinstatement of the trenches.</p> <p>Upon acceptance of this quotation an assumption sheet can be provided to you upon request showing a full breakdown of the proposed pipe sizes.</p>	
Site Visited: No	
Excavation of Public Highway: SGN	Excavation of Private Property: SGN
Termination Point:	
Meter Box Entry	
Pressure at Emergency Control Valve (ECV):	Low Pressure (19 to 75 mbar)
ECV Size	1 x 3/4" capped ECV
Load Details:	
Annual Quantity kWh:32000	Supply Hourly Quantity kWh:63
Meter Housing Details (if required)	
1 x Customer supply & fit built in meter box	
Meter Housing Base Details (if required)	
N/A	
Other:	
Special Features/Conditions	
<p>Your quotation is issued under SGN's 'Siteworks Terms and Conditions', located at www.sgn.co.uk and follow the link under "Publications" then "Connections" or alternatively a copy can be provided upon request.</p> <p>Please note it may be possible to obtain an alternative quote from other Gas Transporters (GT) or Utility Infrastructure Providers (UIP) for the provision of this work. A list of registered UIPs can be obtained from the Gas Industry Registration Scheme website; lr.org/en/energy/utilities-and-building-assurance-schemes/gas-industry-registration-scheme/girs-search.aspx. The Energy & Utilities Alliance can provide information about alternative installers at eua.org.uk and follow the link to "Utility Networks", then "Utility Infrastructure Providers" (UIP). A list of Gas Transporters can be found on the Ofgem website ofgem.gov.uk/publications-and-updates/list-all-gas-licensees-registered-or-service-addresses.</p> <p>SGN's policy on service terminations for properties is that meter housing should be positioned on the wall of the building closest to the gas main, or no more than 2m up the adjacent gable wall or on the site boundary.</p> <p>It is illegal for anyone to carry out this work unless they are suitably qualified under the Gas Industry Registration Scheme (GIRS). A list of registered providers can be obtained at www.lloydsregister.co.uk/schemes/girs/providers-list.aspx. If you arrange for a third party to carry out the work, it must be approved by SGN prior to any work taking place to ensure that our pipe meets the necessary safety requirements. Failure to do this may result in us isolating your supply, with any subsequent remedial work being fully chargeable to you.</p>	
Engineering Difficulties:	
<p>The new connection pipe crosses the public road. Traffic management, traffic lights and safety fencing will be required.</p> <p>If any unknown obstructions are found hindering the proposed supply route, then an alternative route may have to be arranged, which may incur additional costs.</p>	
SGN Plc Funded Enhancements:	

To ensure that the existing gas infrastructure can manage your new gas load, Southern Gas Networks will need to run further analysis upon acceptance of this quotation (Security of Supply Check). If the existing infrastructure requires reinforcing to accommodate your load, then this will incur time delays to the installation of your gas supply. Reinforcement costs will be met by Southern Gas Networks and we will contact you where required.

Works Required to be done by the Customer:

You must ensure the suitability of the proposed meter location and associated controls have been assessed by your preferred meter installer, including that there is adequate space for the installation. If the proposed position is inappropriate then a new request should be submitted specifying your revised meter location.

It is your responsibility to ensure that the works area is free from any obstructions prior to commencement of works. You are responsible for all outlet work and outlet connections from the meter (via Gas Safe registered engineer). You are responsible in supplying and installing the built-in meter box(es) prior to works commencing on site.

SCAFFOLDING - Please note SGN engineers will not work underneath scaffolding due to Health & Safety Regulations. Please ensure that all scaffolding has been removed prior to commencement of works to avoid any undue delays.

Consents will be required from the third party landowner to lay the new service pipe through their land/property. The landowner and their witness need to complete the enclosed consent form, which should be returned together with the acceptance, for works to commence.

Please note that any future dispute or withdrawal of this consent by the current or future landowner may result in disconnection of the service and therefore the loss of the gas supply, for which Southern Gas Networks plc cannot be held responsible, or liable for costs to reconnect or relay.

The risk to the security of supply may be mitigated via an Easement, however this will need to be negotiated by Southern Gas Networks with the third party, and will incur significant cost and delay.

Costs:	
Infrastructure Cost:	£ 7472.91
Design Charge Costs:	£ 0.00
Existing Mains Infill Contribution:	£ 0.00
Meter Housing/Kiosk excluding Base costs:	£ 0.00
Meter Housing/Kiosk Base costs:	£ 0.00
Specialist Reinstatement:	£ 0.00
Estimated Easement Costs:	£ 0.00
Reinforcement A Cost:	£ 0.00
Reinforcement B Cost:	£ 0.00
Less Connection Allowance:	£ 0.00
Contract Sum:	£ 7472.91 (plus VAT at applicable rate)
Payment Details	
Daily Liquidated Damages are	£ 100.00
Liquidated Damages cap is	£ 1868.23

ASSUMPTIONS

Unless stated otherwise this quotation is given subject to the assumptions/conditions set out in the relevant terms and conditions, together with the additional assumption(s) set out below. In the event of any inconsistency between any part of the quotation and these assumptions, the following assumptions shall prevail. If you accept this quotation, we will also assume that all of the assumptions are correct:

- Plans have been created by merging your supplied plans with SGN's network maps, and therefore the new site location is an approximate only. Any change in service lengths may incur additional costs to you.
It is assumed road/lane closures are not required, if closures are required then this quotation may be subjected to additional costs/extended lead times.
Your quotation is based on the assumption that there are no obstacles, special circumstances or issues affecting the connections works. If this is not the case then a revised quotation will be required.
Quotation based upon an hourly load of 63 kW and an Annual Quantity of 32000 kWh, as per the information provided by yourselves.
Lead times are subject to obtaining road opening notices from the relevant authority and are therefore liable to change. Any traffic management costs which may be required will be subject to a chargeable variation.

KEY DATES

The lead times associated with the Key Dates for this quotation are:

Physical Commencement Target date	55
Substantial Completion Target date	3
Final Completion Target date	7

You should note that these lead times are indicative only and are provided for information purposes. These Key dates are based on current programmed work in the area, and may be extended for operational reasons, increased workloads or to allow for additional time to give any required notice to a Highway Authority. The lead times set out above are in no way binding upon Southern Gas Networks plc or its contractors or agents.

REINSTATEMENT

When a specialist surface (e.g. a mosaic, coloured tarmac, tiles, etc) is encountered within private land, we will, as part of the works, reinstate the excavated land with black tarmac or re-laid slabs or bricks (without any damaged slabs or bricks being replaced by new ones) in accordance with the terms and conditions applying to the works. Alternatively, you may request that we employ a specialist reinstatement contractor to reinstate the surface and we will charge the actual costs incurred in respect of the hire of the specialist contractor, plus a "work management" charge. There is no guarantee that an exact match can be achieved, particularly if the existing surface is weathered or the original surfacing material is no longer manufactured. To request that we employ a relevant contractor to reinstate the specialist surface, you will need to complete a Specialist Reinstatement Form and return it to us. To obtain a form, please contact the Customer Service Centre on 0845 070 1431.

Please arrange to relocate or protect growing plants, as unfortunately we are unable to replace them if they are destroyed or damaged.

GENERAL

Shippers are responsible for registering the supply point under the Network Code before SGN Connections Limited will allow gas to flow beyond the emergency control valve. Please ensure all actions required of a Shipper in relation to the registration of the supply point are completed in a timely manner to ensure the successful registration of this gas connection. If gas is off-taken without completion of the registration process Southern Gas Networks plc has rights under the Gas Act to isolate the gas supply without notice.

Any amendments to the quotation must be expressly agreed in writing with us, as unauthorised amendments will invalidate the quotation.

ACCEPTANCE FORM

Our Ref: 1389687

Network: SOUTHERN

Your Ref: 1259.01

Please return completed form and payment to:

Acceptance Department
 SGN Connections Limited
 St Lawrence House
 Station Approach
 Horley
 Surrey
 RH6 9HJ

Or fax to 01293 818 175

Re: Thame Cricket Club, Church Road, Thame, Oxfordshire, OX9 3AJ.

Contract Sum: £8967.49

* I confirm on behalf of my company that I accept the above referenced quotation for the conduct of works as detailed therein, and hereby certify on behalf of my company that no additional terms and conditions (other than those set out in the quotation) are required.

OR (* delete as applicable)

* I confirm on behalf of my company that the above referenced quotation for the conduct of works as detailed therein is acceptable to my company provided that (in addition to the conditions set out in the quotation) the terms and conditions applicable to the works are modified by the incorporation of the terms and conditions annexed hereto.

We confirm that we have received a copy of the terms and conditions that apply to the Works (copies of the Site Works Terms for below 7 Barg Infrastructure Works are available from www.sgn.co.uk)

Commencement

Permission to organise directly with site contact

YES / NO

Earliest date site ready for work to commence

____ / ____ / ____

Anticipated date gas required on site

____ / ____ / ____

Site Contact(s) to arrange access:

1. Name: _____ Tel: _____ Fax _____ Mob: _____

2. Name: _____ Tel: _____ Fax _____ Mob: _____

This quotation must be accepted by the party to whom the quotation is addresses in order for the works to proceed. If the quotation is accepted by another party, this will not constitute a valid acceptance and no contract will be formed in respect of the works. If another party wishes to have the works carried out in place of the party to whom the quotation is addressed, that other person must contact us for a new quotation. It should be noted that any new quotation may contain different prices or payment terms, and there may be potentially a different treatment of VAT.

Signed on behalf of Paul Bailey

Signed

Please Print Name

If you are signing this acceptance on behalf of a business, company, local authority or government body, please provide your job title below (if not leave blank)

..... Company Date

PAYMENT METHOD

I enclose payment in full for the work, I am paying by:-

Cheque (made payable to SGN Connections Limited and with the quotation ref written on the back)

☐

Bankers Draft (made payable to SGN Connections Limited and with the quotation ref written on the back)

☐

Credit / Debit Card (please provide details on the attached Credit / Debit Card Form)

☐

CREDIT / DEBIT CARD PAYMENT FORM

Please complete the following form ensuring all information provided is correct. This will allow SGN Connections Limited to process your payment and progress the job quickly.

Reference Number

1389687

Job Address:

Thame Cricket Club

Church Road

Thame

Oxfordshire

Postcode

OX9 3AJ

Name of Cardholder

INITIAL

SURNAME

Cardholder's Address

IF DIFFERENT FROM JOB ADDRESS

Postcode

Type of card held (please tick)

VISA

☐

MASTERCARD

☐

DELTA

☐

SWITCH/MAESTRO

☐

SOLO

☐

Please note SGN Connections Limited do not accept American Express, Diners Club or Electron cards.

Credit/Debit card Number

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Expiry Date

		/		
--	--	---	--	--

Valid From (Switch/Maestro/Solo only)

		/		
--	--	---	--	--

Issue Number

--	--	--	--

Amount being paid

£								.		
---	--	--	--	--	--	--	--	---	--	--

Cardholder's signature

Date

FOR OFFICE USE ONLY

Invoice Number

Authority Number

SGN Connections Limited

VAT registration number:
GB 864 4162 18

Pro Forma Invoice
No: 1389687
Date: 14-JUN-2017

Paul Bailey
Suite 4, Merchant House
East St Helen Street
Abingdon
Oxfordshire
OX14 5EG

Job Address:

Thame Cricket Club, Church Road, Thame, Oxfordshire, OX9 3AJ.

Description:

New service

SGN Connections to connect to the existing 63mm PE LP main in farside road of Church Road and install a new MDPE LP single service with fire valve across the public road and third party land, entering the site. Terminate externally in 1 x built in meter box with 1 x 3/4" capped ECV.

No meter or meter works are included in this quotation.

Customer to supply & fit 1 x built in meter box.

SGN Connections will provide all excavation and reinstatement of the trenches.

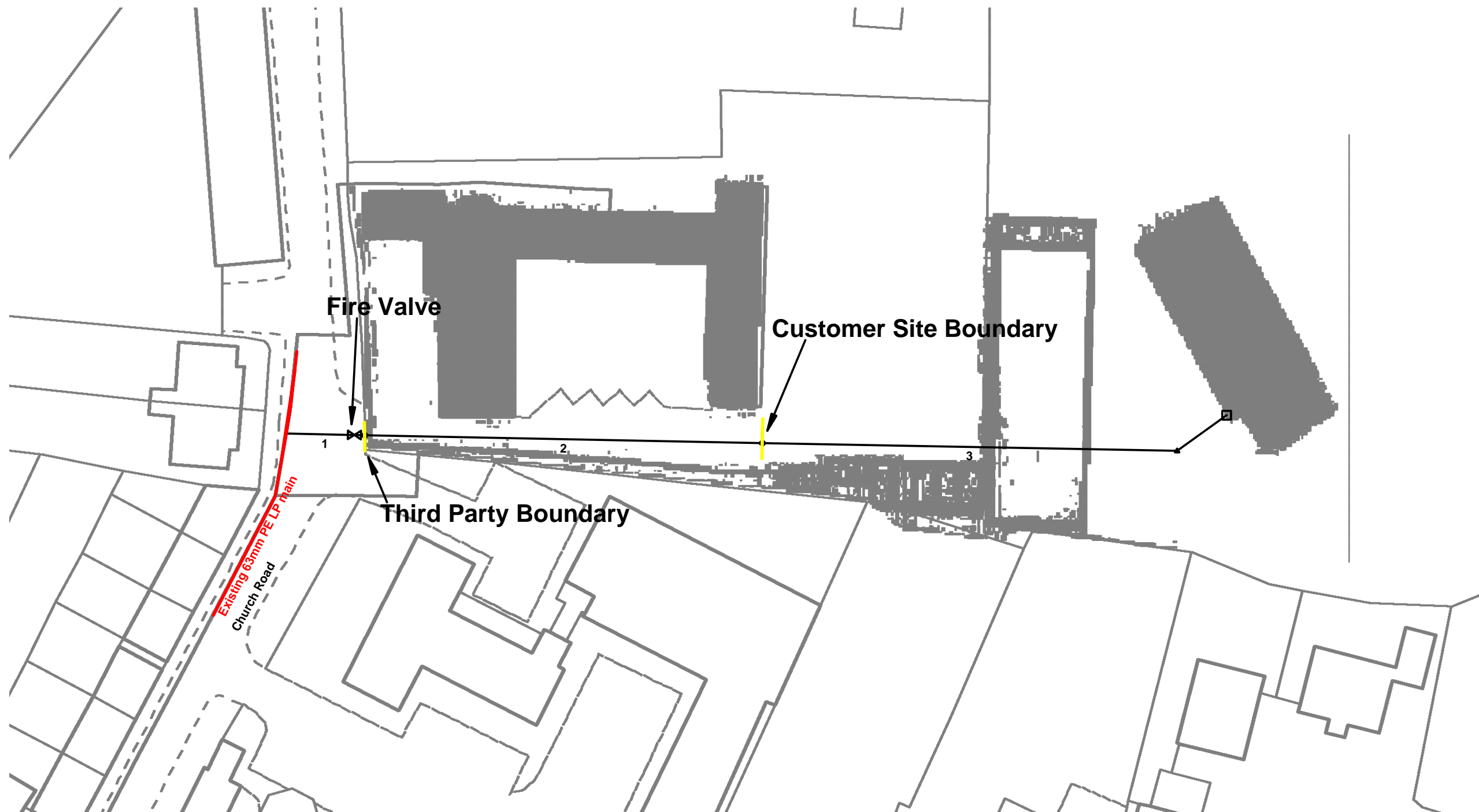
Upon acceptance of this quotation an assumption sheet can be provided to you upon request showing a full breakdown of the proposed pipe sizes.

Total (ex VAT):	£	7472.91
Total VAT	£	1494.58
Total (inc VAT):	£	8967.49

Please make all cheques payable to "**SGN Connections Limited**" and return with signed acceptance form to:

Acceptance Department
SGN Connections Limited
St Lawrence House
Station Approach
Horley
Surrey
RH6 9HJ

This is not a VAT invoice. On receipt of payment a VAT invoice will be issued.

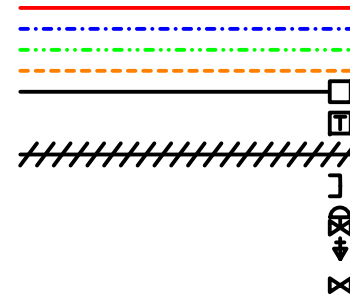


Scotia Gas Networks
St. Lawrence House
Station Road
Horley, Surrey

Reference: 1389687
Site Address:
Thame Cricket Club
Church Road
Thame
Oxfordshire
OX9 3AJ

Designed By: Jon White
Date: 14/06/2017
Drawing Number: 1.1
Scale: 1:500 @ A3, 297 x 420 mm
Work Description:
SGN Connections to connect to the existing 63mm PE LP main in farside road of Church Road and install a new MDPE LP single service with fire valve across the public road and third party land, entering the site. Terminate externally in 1 x built in meter box with 1 x 3/4" capped ECV.
No meter or meter works are included in this quotation.
Customer to supply & fit 1 x built in meter box.
SGN Connections will provide all excavation and reinstatement of the trenches.

Drawing Key:
LP Main:
MP Main:
IP Main:
HP Main:
Proposed Service:
Proposed Termination:
Pipes To Be Abandoned:
Cap End:
Governor:
Change Of Diameter:
Valve:



New service pipe consent form (Southern)

In order to complete your work, we need consent from the third party landowner to lay the new service pipe through their land/property, and we can't go ahead without it. Please ask the landowner to fill in their details below, then sign and date it in front of a witness who should also add their signature, occupation and address. Please note that the witness should not be a relative and must be at least 18 years of age.

Please return the consent with your acceptance form.

I/We [insert name(s) of landowner(s)]

of [insert address(es) of landowner(s)]

give permission for Southern Gas Networks plc (company number 05167021) to lay a MDPE LP service gas pipe through my land. I/We have seen the documents with quote ref: 1389687 which contains further details about laying the gas supply to the premises at:

Thame Cricket Club, Church Road, Thame, Oxfordshire, OX9 3AJ

I/We agree to grant access with or without vehicles to Southern Gas Networks to carry out any inspection, maintenance, repair, replacement or renewal of said gas pipe[s].

I/We also agree not to cause any damage to the said gas pipe(s), or to any other property of Southern Gas Networks plc, and shall notify Southern Gas Networks plc as soon as we become aware of any damage caused so Southern Gas Networks plc may make good any damage to the said gas pipe(s) or its other property.

Landowner signature

Print name

Date

Witness signature

Print name

Date

Witness occupation

Witness address

