

Contract Title: Critical Facility Safety Cases – Phase 1a

Supplier: Perfect Circle

Contract Start Date: 04/04/2024

Contract End Date: 02/12/2024

Contract Value: £738,689.02

This contract was awarded under the Terms and Conditions of NEC3 Professional Services (Option G) form of contract and utilised the copyrighted NEC Forms of Contract.

Additional Z Clauses added to the contract were as follows:

### **Z Clauses**

Z1 Disclaimers    Insert new Clause heading Disclaimers Z1

Save as may be expressly provided in relation to the occurrence of a compensation event, the Employer is not liable to the Contractor and the Contractor does not seek to recover from the Employer any loss which may arise (whether in contract, tort or otherwise) from the adoption, use or application of any information provided by the Employer by, or on behalf of, the Contractor or any Subcontractor.

Z2 Timber            Insert new Clause heading Timber Z2

Z2.1                  Insert new Clause Z2.1 to read as follows:

Without prejudice to the Contractor's obligations at Clause 20.1 the Contractor ensures that:

- all Timber derives from trees or other plants that have been harvested and exported in strict accordance with the applicable law or laws of the country in which the trees or other plants grew; and
- where any Timber derives from any species of tree, trade in which is regulated by the Convention on International Trade in Endangered Species of Wild Fauna and Flora (CITES), the Contractor complies with the CITES requirements that permit trade in that species of tree; and
- all Timber derives from material lawfully obtained from forests and plantations which are managed to sustain their biodiversity, productivity and vitality and to prevent harm to other ecosystems and any indigenous or forestdependant people.

Z2.2                  Insert new Clause Z2.2 to read as follows:

In respect of all Timber:

- the Contractor obtains and retains documentary evidence that such Timber has been procured in accordance with Clause Z2.1;
- such documentary evidence shall include, but may not be limited to, certification by properly accredited organisations to meet the standards set by the Forest Stewardship Council or equivalent body. The Contractor is responsible for demonstrating the authenticity of such certification; and
- where the Timber is tropical hardwood, the Contractor obtains independent verification of the documentary evidence required under this Clause.

Z2.3                  Insert new Clause Z2.3 to read as follows:

The Employer reserves the right at any time during the Providing of the works and for a period of 12 years from Completion Date to require the Contractor to produce the documentary evidence, and independent verification where applicable, required by Clause Z2.2, for the Employer's inspection within 10 Working Days or an agreed reasonable time of the Employer's written request.

Z2.4 Insert new Clause Z2.4 to read as follows:

The Project Manager reserves the right to reject any Timber delivered which does not comply with the provisions of Clause Z2.1, or for which the Contractor has not obtained such documentary evidence or independent verification of such evidence as required by Clause Z2.2. Where the Project Manager exercises his right to reject any Timber, the Contractor supplies alternative Timber which complies with the provisions of Clause Z2.1 at no additional cost to the Employer and within a period to be determined by the Project Manager.

Z2.5 Insert new Clause Z2.5 to read as follows:

The obligations of Clauses Z2.1 to Z2.4 do not extend to the delivery of reclaimed or recycled timber or wood containing products, which may be used where it is fully in accordance with the Works Information

Z3 Access for Audit Insert new Clause heading Access for Audit Z3

Z3.1 Insert new Clause Z3.1 to read as follows:

The Contractor ensures, at no extra cost to the Employer, that for the purposes of carrying out any audit, the Employer's internal and nominated external auditors and the Comptroller and Auditor General are given access to inspect and examine such documents as may reasonably be required which are owned, held or otherwise within the control of the Contractor. The Contractor also promptly provides such oral and written explanations as it is considered necessary in order to assist the auditors referred to above to carry out their functions.

Z3.2 Insert new Clause Z3.2 to read as follows:

The Contractor, for the purpose of carrying out any audit, provides at no additional cost to the Employer, such office accommodation and facilities for representatives of the Employer as the Employer may reasonably require.

Z4 NOT USED

Z5 Corrupt Gifts Insert new Clause heading Corrupt Gifts Z5

Z5.1 Insert new Clause Z5.1 to read as follows:

If the Contractor or any Subcontractor commits a Prohibited Act or commits any offence under any relevant Law with or without the knowledge of the Employer in relation to this contract or any other contract with the Crown, the Employer shall be entitled:

- to terminate the Contract as follows:

- o if the Prohibited Act or offence is committed by the Contractor or by an employee not acting independently of the Contractor, then the Employer may terminate the contract by giving 10 Working Days' notice to the Contractor;

o if the Prohibited Act or offence is committed by an employee of the Contractor acting independently of the Contractor, then the Employer may give notice to the Contractor of termination and the contract terminates, unless within 10 Working Days of receipt of such notice the Contractor terminates the employee's employment, and (if necessary) procures the performance of such part of the works by another

o if the Prohibited Act or offence is committed by a Subcontractor or by an employee of a Subcontractor not acting independently of that Subcontractor, then the Employer may give notice to the Contractor of termination and the contract will terminate, unless within 10 Working Days of receipt of such notice the Contractor terminates the relevant Subcontractor and procures the performance of such part of the works by another;

o if the Prohibited Act or offence is committed by an employee of a Subcontractor acting independently of the Subcontractor, then the Employer may give notice to the Contractor of termination and the contract will terminate, unless within 10 Working Days of receipt of such notice the Subcontractor terminates the relevant Subcontract or the employee's employment and (if necessary) procures the performance of such part of the works by another;

o if the Prohibited Act or offence is committed by any other person not specified above and engaged in Providing the Works, then the Employer may give notice to the Contractor of termination and the contract will terminate unless within 10 Working Days of receipt of such notice, the Contractor procures the termination of such person's employment and of the appointment of their employer (where not employed by the Contractor or a Subcontractor) and (if necessary) procures the performance of such part of the works by another.

- to recover from the Contractor the amount or value of any such gift, consideration or commission; and
- to recover from the Contractor any other loss sustained in consequence of any breach of this Clause, where the contract has not been terminated.

Z5.2 Insert new Clause Z5.2 to read as follows:

It is not necessary for any of the acts or offences under Clause Z5.1 to have been committed with the knowledge of the Employer for the provisions of Clauses Z5.1 to Z5.3 to become effective.

Z5.3 Insert new Clause Z5.3 to read as follows:

In exercising its rights or remedies under Clause Z5.1 the Employer:

- acts in a reasonable and proportionate manner having regard to such matters as the gravity of, and the identity of the person performing, the Prohibited Act;
- gives all due consideration, where appropriate, to action other than termination of the contract.

Z5.4 Insert new Clause Z5.4 to read as follows:

The "Prohibited Acts" in this Clause are:

- offering, giving or agreeing to give to any employee of the

Employer or any Crown servant any gift or consideration of any kind as an inducement or reward;

- o for doing or not doing (or for having done or not having done) any act in relation to the obtaining or execution of this or any other contract with the Employer or the Crown; or
- o for showing or not showing favour or disfavour to any person in relation to this or any other contract with the Employer or the Crown;

• entering into this or any contract with the Employer or the Crown in connection with which commission has been paid or has been agreed to be paid by the Contractor or on his behalf, or to his knowledge, unless before the contract is made particulars of such commission and of the terms and conditions of any such agreement for the payment thereof have been disclosed in writing to the Employer, and in respect of any breach of any of the above warranties and undertakings the Contractor acknowledges that the Employer will be entitled to claim damages against the Contractor.

## Z6 Fraud Insert new Clause heading Fraud Z6

At all stages of its involvement under and in connection with the Works, the Contractor shall take all practicable steps to prevent fraud and/or the risk of fraud arising.

If in the reasonable opinion of the Employer the Contractor commits any fraud (as defined by the law of the contract) in relation to the Works or any contract with the Employer or any other public body then the Employer may terminate the contract for the Contractor's default by giving 10 Working Days' notice to the Contractor.

The Contractor shall, keep and maintain all relevant records, invoices, approvals, notes, minutes of meetings and all such other original documents as may be required to verify the Works carried out by the Contractor and its Subcontractors so that they may be provided upon request by the Employer.

The Contractor shall immediately report to the Employer any circumstances giving rise to fraud within its own organisation, that of its Subcontractors, the Employer or the Employer or otherwise in relation to the works and shall provide all such relevant information which may assist the Employer and the Employer in dealing with such report efficiently and effectively.

The Employer shall be entitled to set-off, deduct, abate or recover as a debt against the Contractor all losses howsoever arising in connection with or sustained as a consequence of fraud including all associated investigation costs.

## Z7 Security Measures – The Official Secrets Act

Insert new Clause heading Security Measures – The Official Secrets Act Z7

The Contractor warrants that they have not done and will not do anything that would result in a breach of the Employer's Security Procedures or the Official Secrets Act.

## Z8 Employer Step-In

Insert new Clause heading Employer Step-In Z8

### Z8.1 Insert new Clause Z8.1 to read as follows:

If, the Employer issues a notice on the basis that the Employer believes in its sole opinion that there exist relevant circumstances,

the Employer issues a corresponding notice to the Contractor.

Z8.2 Insert new Clause Z8.2 to read as follows:

The relevant circumstances referred to in Clause Z8.1 are where, in view of:

- the national interest, the requirements of national security, or the occurrence of a state of transition to war, war or other emergency (whether or not involving hostilities); or
- a request to the Employer by a local Authority, public body, or statutory corporation for assistance in relation to the occurrence or possible occurrence of a major accident, crisis or natural disaster;

it is necessary or desirable for the Employer to take appropriate measures described in Clauses Z8.3 to Z8.6.

Z8.3 Insert new Clause Z8.3 to read as follows:

Where the Employer issues the notice contemplated in Clause Z8.1, the Employer may require the Contractor, within such period as may be reasonably specified by the Employer, to provide such information in the possession, knowledge or control of the Contractor as the Employer may reasonably require because it is reasonably necessary to fulfil any obligation upon it as a result of the relevant circumstances, including without limitation information relating to all or any of the following matters:

- works currently being carried out by the Contractor for:
  - o the Employer; and of any third parties;
- works to be carried out by the Contractor (and due to commence within a period specified by the Employer) for:
  - o the Employer; and
  - o any third parties;
- the Contractor's current deployment of its employees whether inside or outside the Facility; and
- all supporting equipment and documentation currently held by the Contractor and the location of such equipment and documentation.

Z8.4 Insert new Clause Z8.4 to read as follows:

Upon providing the Employer with the information requested pursuant to Clause Z8.3, or upon expiry of the period specified by the Employer for the supply of such information, the Contractor, upon being so requested by the Employer, discusses in good faith with the Employer any matters which the Employer may consider relevant or appropriate to any proposals the Employer may have for the reallocation of priorities or for the reorganisation of the activities to be carried out by the Contractor in relation to the works. These will be in order to deal with the circumstances which gave rise to the issuing of a notice pursuant to Clause Z8.2, including, without limitation, the following matters:

- the revision (including the early completion, suspension or cancellation) of the works;
  - the early completion, suspension, or permanent cessation of the works by the Contractor for third parties;
  - the immediate implementation of new works;
- and the Parties endeavour, as far as reasonably possible, to reach agreement as a matter of urgency on such matters.

Z8.5 Insert new Clause Z8.5 to read as follows:

Notwithstanding any provision to the contrary in this contract, and notwithstanding that any of the measures described in Clauses Z8.3 and Z8.4 may not have been taken, required to be taken, or have been completed, the Employer may (where Clause Z8.1 applies), at any time and in its sole discretion, require the Contractor to comply

fully with any corresponding written instructions issued by the Employer including, without limitation, instructions issued in relation to all or any of the following matters:

- to accelerate to early completion or to suspend any of the works; and
- to carry out any changes whatsoever to the contract required by the Employer.

Z8.6 Insert new Clause Z8.6 to read as follows:

NOT USED

Z8.7 Insert new Clause Z8.7 to read as follows:

The provisions of Clauses Z8.3 to Z8.5 shall cease to apply when the Employer issues a written notice to that effect to the Contractor pursuant to the Clause Z8.6 and the Employer and the Contractor continue to be bound by the provisions of this contract.

Z8.8 Insert new Clause Z8.8 to read as follows:

The Employer indemnifies the Contractor against any claim or action for damages by a third party against the Contractor arising out of any action which the Employer may require the Contractor to take pursuant to Clause Z8.5 provided that:

- the Contractor promptly notifies the Employer in writing of any such claim or threatened claim;
- the Contractor acts in accordance with the Employer's instructions regarding the manner in which such claim or threatened claim is to be dealt with or regarding the conduct of any legal proceedings; and
- the Contractor does not compromise the Employer's position in any way whatsoever by making statements or admissions (other than in accordance with the Employer's instructions) and does nothing which could prejudice the defence of any such claim or threatened claim.

Z8.9 Insert new Clause Z8.9 to read as follows:

The Employer further indemnifies the Contractor against any reasonable loss of profit which he proves he has suffered in relation to contracts with third parties by reason of any action which the Employer may require the Contractor to take pursuant to Clause Z8.4 and/or Z8.5.

Z8.10 Insert new Clause Z8.10 to read as follows:

If the Employer reasonably believes that he needs to take action:

- because a serious risk exists to the health or safety to persons or property or to the environment; and/or
- to discharge a statutory duty;

then the Employer is entitled to take action in accordance with Clauses Z8.11 to Z8.12.

Z8.11 Insert new Clause Z8.11 to read as follows:

If the Employer wishes to take action pursuant to Clause Z8.10, the Employer notifies the Contractor in writing of the following:

- the action he wishes to take;
- the reason for such action;
- the date he wishes to commence such action;
- the time period which he believes will be necessary for such action; and
- to the extent practicable, the effect on the Contractor and his obligations under this contract during the period such action is being taken.

Z8.12 Insert new Clause Z8.12 to read as follows:

Following service of such notice, the Employer takes such action as notified under Clause Z8.11 and any consequential additional action as he reasonably believes is necessary (together, the "Required Action") and the Contractor gives all reasonable assistance to the Employer while he is taking such Required Action.

Z8.13 Insert new Clause Z8.13 to read as follows:

If the Contractor is not in breach of its obligations under the contract, then for so long as and to the extent that the Required Action is taken, and this prevents the Contractor from providing any part of the works:

- the Contractor is relieved from his obligations to provide such part of the works; and
- such price adjustment is made as is fair and reasonable in the circumstances in respect of the period in which the Employer is taking the Required Action so as to put the Contractor and the Employer in no better or worse a position than they would have been in if the Contractor were satisfying all his obligations and Providing the Works affected by the Required Action in full over that period.

Z8.14 Insert new Clause Z8.14 to read as follows:

If the Required Action is taken as a result of a breach of the obligations of the Contractor under the contract, then for so long as and to the extent that the Required Action is taken, and this prevents the Contractor from providing any part of the works:

- the Contractor is relieved of its obligations to provide such part of the works; and
- such price adjustment shall be made as is fair and reasonable in the circumstances in respect of the period in which the Employer is taking the Required Action so as to put the Contractor and the Employer in no better or worse a position than they would have been in if the Contractor were satisfying all its obligations and Providing the Works affected by the Required Action in full over that period less an amount equal to all the Employer's costs of operation reasonably incurred in taking the Required Action.

Z9 NOT USED

Z10 Use of Information Technology

Insert new Clause heading Use of Information Technology Z10

Z10.1 Insert new Clause Z10.1 to read as follows:

The Contractor and his Subcontractors may use any of the Employer's Information Technology (IT) Systems including connections to the internet or intranet services, with express permission from the Employer, and appropriate security clearance and only for the Providing the Works. Use of a third party's computer equipment and software, including any connections to the internet or intranet services, on the Employer's premises, is subject to the approval of the Employer and said third party.

Z10.2 Insert new Clause Z10.2 to read as follows:

The Contractor procures that his employees, and his Subcontractors and their employees, comply with the Employer's policies, procedures and instructions in respect of computer hardware and software, including any connections to the internet or intranet

services. The Employer may on reasonable notice from time to time make reasonable or necessary amendments to such policies, procedures and instructions.

Z10.3 Insert new Clause Z10.3 to read as follows:

The Contractor takes all reasonably practicable precautions to ensure that his employees, and his Subcontractors and their employees, do not use computer hardware or software, including any connections to the internet or intranet services, unlawfully or for unlawful purposes.

Z10.4 Insert new Clause Z10.4 to read as follows:

The Contractor does not cause or allow any of his employees, or his Subcontractors and their employees, to bring the reputation of the Employer into disrepute by any action, activity or behaviour in connection with computer hardware or software.

Z10.5 Insert new Clause Z10.5 to read as follows:

Failure by the Contractor to comply with this Clause constitutes a material breach of this contract which may lead to termination.

Z11 Confidentiality, Publicity and Disclosure of Information

Insert new Clause heading Confidentiality, Publicity and Disclosure of Information Z11

Z11.1 Insert new Clause Z11.1 to read as follows:

'Information' in this Clause means any information in any written or other tangible form disclosed to one party by or on behalf of the other party under or in connection with the works.

Z11.2 Insert new Clause Z11.2 to read as follows:

Subject to Clauses Z11.5 to Z11.9, each party:

- treats in confidence all Information it shall receive from the other;
- does not disclose any of that Information to any third party without the prior written consent of the other party, which consent shall not be unreasonably withheld, except that the Contractor may disclose Information in confidence, without prior consent, to such persons as and to such extent as may be necessary for Providing the Works;
- does not use any of that Information otherwise than for the purpose of Providing the Works; and
- does not copy any of that Information except to the extent necessary for the purpose of exercising its rights of use and disclosure under the contract.

Z11.3 Insert new Clause Z11.3 to read as follows:

The Contractor takes all reasonable precautions necessary to ensure that all the Information disclosed to the Contractor by or on behalf of the Employer under or in connection with this contract:

- is disclosed to its employees and Subcontractors only to the extent necessary for the Providing the Works;
- is treated in confidence by them and not disclosed except with prior written consent or used otherwise than for performing work or having work performed for the Employer under this contract or any subcontract.

Z11.4 Insert new Clause Z11.4 to read as follows:

The Contractor ensures that its employees, and its Subcontractors and their employees, are aware of the arrangements for discharging the obligations under Clauses Z11.2 and Z11.3 before



they receive Information and takes such steps as may be reasonably practical to enforce such arrangements.

Z11.5

Insert new Clause Z11.5 to read as follows:

Clauses Z11.2 and Z11.3 do not apply to the Information to the extent that either party:

- exercises rights of use or disclosure granted otherwise than in consequence of, or under, this contract;
  - has the right to use or disclose the Information in accordance with other conditions of this contract;
  - can show:
    - o that the Information was or has become published or publicly available for use otherwise than in breach of any provision of this contract or any other agreement between the Parties;
    - o that the Information was already known to it (without restrictions on disclosure or use) prior to it receiving it under or in connection with the contract;
    - o that the Information was received without restriction on further disclosure from a third party who lawfully acquired it and who is itself under no obligation restricting its disclosure; or
    - o from its records that the same information was derived independently of that received under or in connection with the contract;
- provided the relationship to any other Information is not revealed

Z11.6

Insert new Clause Z11.6 to read as follows:

Neither party shall be in breach of this Clause where it can show that any disclosure of Information was made solely and to the extent necessary to comply with a statutory, judicial or parliamentary obligation. Where such a disclosure is made, the party making the disclosure ensures that the recipient of the Information is made aware of and asked to respect its confidentiality. Such disclosures in no way diminish the obligations of parties under this Clause.

Z11.7

Insert new Clause Z11.7 to read as follows:

The Employer shall not be in breach of this Clause where he can show that any disclosure of Information is made solely and to the extent necessary to comply with the Freedom of Information Act 2000 ("the Act") or the Environmental Information Regulations 2004 ("the Regulations"). To the extent permitted by the time for compliance with the Act or the Regulations, the Employer consults the Contractor where the Employer is considering the disclosure of Information under the Act or the Regulations and, in any event, provides prior notification to the Contractor of any decision to disclose the Information. The Contractor acknowledges and accepts that its representations on disclosure during consultation may not be determinative and that the decision whether to disclose Information in order to comply with the Act or the Regulations is a matter in which the Employer exercises his own discretion, subject always to the provisions of the Act or the Regulations. For the avoidance of doubt, nothing in this condition shall affect the Contractor's rights at law.

Z11.8

Insert new Clause Z11.8 to read as follows:

Nothing in this Clause shall affect the Parties' obligations of confidentiality where Information is disclosed orally in confidence.

Z11.9

Insert new Clause Z11.9 to read as follows:

The Contractor assists the Employer to enable the Employer to comply with his obligations under any Information Law. In the

event that the Employer receives a request for Information under any Information Law and requires the Contractor's assistance in obtaining the Information that is the subject of such request, or otherwise, the Contractor complies with any such request for assistance from the Employer promptly and in any event within 5 Working Days of receiving the Employer's request.

Z11.10 Insert new Clause Z11.10 to read as follows:

The terms of this contract are confidential to Parties and they shall not make any announcement or publication in respect of the contents of the contract or divulge the contents of the contract to any third party except as:

- is required to Provide the Works;
- is required by any Law or the rules and regulations of any recognised investment exchange; or
- is reasonably required to enable a determination to be made in accordance with Clause W2 of this contract (Dispute Resolution).

Z11.11 Insert new Clause Z11.11 to read as follows:

The Contractor does not communicate and ensures that no Subcontractor communicates with the media on matters concerning the Employer unless specifically granted permission to do so in writing by the Employer.

Z12 NOT USED

Z13 Interfacing and Co-ordination

Insert new Clause heading Interfacing and Co-ordination Z13:

Z13.1 Insert new Clause Z13.1 to read as follows:

In performing the contract the Contractor has regard to the obligations of the Employer under the Baseline Interface Contracts insofar as the Contractor has been notified of the existence of such obligations and does not by any act, omission or default cause or contribute to any breach by the Employer of any such obligations provided that to the extent that the requirements of this Clause Z13.1 impose any obligation in relation to Interface Contracts additional to the Baseline Interface Contracts any such requirement shall be treated as a compensation event.

Z13.2 Insert new Clause Z13.2 to read as follows:

The Contractor is primarily responsible for co-ordinating and resolving with other contractors of the Employer or anticipating any access or other associated issues arising out of or in relation to the works in order to ensure that they are carried out efficiently and in accordance with the contract and takes all reasonable measures so as to minimise any loss to the Employer and any claims arising against the Employer by any third parties.

Z13.3 Insert new Clause Z13.3 to read as follows:

In the event that any claim or dispute or loss arises under Clause Z13.2 above, the Contractor without delay notifies the Employer of the circumstances that gave rise to any such claim or dispute or loss.

Z14 Construction Industry Tax Deduction Scheme

Insert new Clause heading Construction Industry Tax Deduction Scheme Z14

Z14.1 Insert new Clause Z14.1 to read as follows:

This Clause Z14.1 relates to the Construction Industry Scheme (the "Scheme").

- In this sub-Clause (but not otherwise):
  - o "the appointed day" means the day appointed by the Treasury for the purposes of Section 77(7) of the Finance Act 2004;
  - o "ICTA" means the Income and Corporation Taxes Act 1988;
  - o "the Legislation" means Chapter IV of Part XIII of ICTA, Chapter 3 of Part 3 Finance Act 2004 (after the appointed day), the Income Tax (Sub-Contractors in the Construction Industry) Regulations 1993 (SI 1993/743) as amended from time to time, any regulations made under Section 73 of Finance Act 2004 and any other statute or subordinate legislation relating to the Scheme as from time to time modified or replaced whether before or after the date of this contract;
  - o "contractor" means a person who is a contractor for the purposes of the Legislation;
  - o "statutory deduction" means the deduction referred to in Section 559(4) of ICTA, Section 61 of Finance Act 2004 or such other deduction as may be required to be made at the relevant time, pursuant to the Legislation in force at that time;
  - o "sub-contractor" means a person who is a sub-contractor for the purposes of the Legislation; and
  - o "tax certificate" is a certificate in respect of the Scheme issued under Section 561 of ICTA or the Legislation in force at the relevant time.

Z14.2 Insert new Clause Z14.2 to read as follows:

Not later than fifteen (15) days before the first payment under this contract is due to be made to the Contractor or after this Clause applies for the first time and on each occasion when this Clause applies following a period when it has not so applied, the Contractor, to the extent appropriate under the Legislation, provides the Employer with all information and assistance which may be required by the Employer in order to verify the Contractor's entitlement to be paid without the statutory deduction under the Scheme, including (but not limited to):

- evidence (as appropriate under the Legislation) as to whether the Contractor is entitled to be paid with or without the statutory deduction; or
- its unique taxpayer reference.

Z14.3 Insert new Clause Z14.3 to read as follows:

If the Employer decides that it is not satisfied that the Contractor is entitled (in accordance with the Legislation in force at the relevant time) either to receive payments at all or to receive payments without the statutory deduction, it shall as soon as reasonably practicable notify the Contractor in writing of its decision and give its reasons for that decision and thereupon Clauses Z14.6 and Z14.7 below shall apply;

Z14.4 Insert new Clause Z14.4 to read as follows:

The Contractor immediately informs the Employer in writing if its current tax certificate is cancelled or its current registration status under the Scheme has changed, and give the date of such cancellation or change;

Z14.5 Insert new Clause Z14.5 to read as follows:

The Employer, as a contractor in accordance with the Legislation:

- sends promptly to HM Revenue & Customs any voucher which, in compliance with the obligations of the Contractor as a sub-contractor under the Legislation, the Contractor gives to the Employer; or
- submits monthly returns in respect of the Scheme as appropriate under the Legislation in force at the relevant time.

Z14.6 Insert new Clause Z14.6 to read as follows:

When this Clause applies, the Employer either:

- makes a statutory deduction at the rate specified in the Legislation from any payment to the Contractor, if the Employer is not satisfied that the Contractor is entitled (in accordance with the Legislation in force at the relevant time) to receive payments without the statutory deduction; or

- if required by the Legislation, delays making any payment to the Contractor (in compliance with the Legislation in force at the relevant time), until the Employer is satisfied that the Contractor is registered (in accordance with such Legislation) to receive payments under deduction.

Z14.7 Insert new Clause Z14.7 to read as follows:

Any statutory deduction made by the Employer in accordance with SHEF requirements shall be made in accordance with Section 559(4) ICTA or such other statutory provision as amends or replaces it;

Z14.8 Insert new Clause Z14.8 to read as follows:

Where any error or omission has occurred in calculating or making the statutory deduction then:

- in the case of an over deduction, the Employer corrects that error by repayment of the sum over deducted to the Contractor; and
- in the case of an under deduction, the Contractor corrects that error or omission by repayment of the sum over deducted to the Employer.

Z14.9 Insert new Clause Z14.9 to read as follows:

To the extent appropriate under the Legislation, the Contractor at the request of the Employer, produces to the Employer the original of any current tax certificate (or equivalent) which he holds and permits the Employer to make a copy of such tax certificate (or equivalent) and/or to record such details in respect of such tax certificate (or equivalent) as the Employer may consider appropriate;

Z14.10 Insert new Clause Z14.10 to read as follows:

If compliance with Clause Z14 involves the Employer or the Contractor in not complying with any other of the terms of this contract, then the provisions of Clause Z14 shall prevail

Z14.11 Insert new Clause Z14.11 to read as follows:

The Contractor and the Employer comply, and where necessary the Contractor procures the compliance of any Subcontractor, with their respective obligations in relation to the Scheme under the Legislation in force at the relevant time.

Z14.12 Insert new Clause Z14.12 to read as follows:

The Employer shall take all steps reasonably required to verify (in accordance with the Legislation in force at the relevant time) prior to a payment to the Contractor falling due whether the Contractor is registered for gross payment, for payment under deduction or is not registered under the Scheme.

Z15 The Public Contracts Regulations 2015

Inset new Clause heading Z15 The Public Contracts Regulations 2015

Z15.1 Insert new Clause Z15.1 to read as follows:

The Employer may terminate the Contractor's obligation to Provide the Works if any of the provisions of paragraph 73(1) of The Public Contracts Regulations 2015 apply.

If the Employer terminates under the provisions of paragraph 73(1)(b) of the Public Contracts Regulations 2015 as a result of information not disclosed by the Contractor at the date when this contract came into existence, the procedures and amounts due on termination are the same as if the Contractor has substantially failed to comply with this contract.

If the Employer otherwise terminates under the provisions of paragraph 73(1) of the Public Contracts Regulations 2015, the procedures and amounts due on termination are the same as if an event which the Parties could not reasonably prevent has substantially affected the Contractor's work for a continuous period of more than thirteen weeks.

Z15.2 Insert new Clause Z15.2 to read as follows:

The Contractor notifies the Employer of the name, contact details and legal representatives of each Subcontractor before appointing the Subcontractor. The Contractor does not appoint a Subcontractor or supplier if there are compulsory grounds for excluding the Subcontractor or supplier under regulation 57 of the Public Contracts Regulations 2015.

Z16 Provisional Sums

Insert a new clause Z16

Any Provisional Sum(s) identified in the Activity Schedule, are deemed to be included in the tendered total of the Prices. Any Provisional Sum shall be defined for the purposes of the Contract as being a sum for inclusion in the works. The sum is provided in cases where the information required to fully define and ascertain the nature of the work cannot be provided at the starting date.

~~By the inclusion of Defined Provisional Sums, the Contractor shall be deemed to have made due allowance in his design, programme, planning and pricing associated with the providing the Works for the works related to the Defined Provisional Sum.~~

By the inclusion of Undefined Provisional Sums, the Contractor shall be deemed to have made an estimated allowance in design, programming, planning and pricing associated with providing the Works. Following further development of the requirements with Dstl any amendment required to these estimated allowances shall be treated as a compensation event.

Actual expenditure of the Provisional Sums included within the tendered total of the Prices will be dealt with under clause 14.3 via an instruction issued by the Project Manager to expend or omit the Provisional Sum as a change to the Works Information and as such any change to the Prices, planned completion or total Defined Cost shall be assessed in accordance with clauses 60 to 65 of the Contract. Parties accept that items within the Activity Schedule specifically noted as Provisional Sums are classified as "Works Information" and can therefore be changed by the Project Manager in accordance with clause 14.3 of the Contract.

Z17 Fossils

All fossils, antiquities, and other objects having antiquarian, artistic, historic, archaeological or monetary value, which may be found on, or at the Employer premises shall remain the property of the Employer.

Z18 Cyber

The Contractor complies with his obligations set out in Appendix 4.

Z19 SME Spend Data Collection

The Contractor complies with his obligations set out in Appendix 5.

Z20 Fire Safety Strategy

Where and to the extent any method, system, design, product or materials that are expressly set out in the Fire Strategy Document and/or in any Specification, information or Drawings prepared by or on behalf of the Employer have been installed and fitted by the Contractor and building regulation, MOD Fire Officer and NEC Supervisor approval has been issued then the issue of such approval on practical completion of the Works shall be deemed conclusive evidence that such method, system, design products or materials comply with such requirements of this Contract in respect of all regulations connected with such approval, the Statutory Requirements and, in particular, the Building Control Regulations and MOD Fire Regulations.

Z21 Russian/Belarusian products and/or services

The Contractor shall, and shall procure that their Sub-contractors shall, notify the Authority in writing as soon as they become aware that:

- a. the Contract Deliverables and/or Services contain any Russian/Belarusian products and/or services; or
- b. that the Contractor or any part of the Contractor's supply chain is linked to entities who are constituted or organised under the law of Russia or Belarus, or under the control (full or partial) of a Russian/Belarusian person or entity. Please note that this does not include companies:
  - (1) registered in the UK or in a country with which the UK has a relevant international agreement providing reciprocal rights of access in the relevant field of public procurement; and/or
  - (2) which have significant business operations in the UK or in a country with which the UK has a relevant international agreement providing reciprocal rights of access in the relevant field of public procurement.

The Contractor shall, and shall procure that their Sub-contractors shall, include in such notification (or as soon as reasonably practicable following the notification) full details of the Russian products, services and/or entities and shall provide all reasonable assistance to the Authority to understand the nature, scope and impact of any such products, services and/or entities on the provision of the Contract Deliverables and/or Services.

The Authority shall consider the notification and information provided by the Contractor and advise the Contractor in writing of any concerns the Authority may have and/or any action which the Authority will require the Contractor to take. The Contractor shall be required to submit a response to the concerns raised by the Authority, including any plans to mitigate those concerns, within 14 business days of receipt of the Authority's written concerns, for the Authority's consideration.

The Contractor shall include provisions equivalent to those set out in this clause in all relevant Sub-contracts."