

Date: 13 February 2026

- (1) LEWISHAM AND GREENWICH NHS TRUST
- (2) VINCI CONSTRUCTION UK LIMITED

**JCT Intermediate Building Contract with Contractor's Design 2024
Edition**

relating to

Urology Centre

BLAKE 
MORGAN

REDACTED TEXT under FOIA Section 40, Personal Information

Agreement

THIS AGREEMENT is made the 13th day of February 2026

BETWEEN:

LEWISHAM AND GREENWICH NHS TRUST of University Hospital Lewisham. **REDACTED TEXT under FOIA Section 40, Personal Information** (the "**Employer**" which expression shall include its successors in the exercise of its statutory functions, successors in title and permitted assignees)

And

VINCI CONSTRUCTION UK LIMITED **REDACTED TEXT under FOIA Section 40, Personal Information**
(the "**Contractor**")

RECITALS

WHEREAS

First the Employer wishes to have the following work carried out:

The refurbishment of existing Bell and Sapphire Wards to form the Urology Investigation Unit, over two floors.

The first-floor works consist of the replacing existing air handling unit and distribution duct work to the Second floor including upgrading fire compartmentalisation.

The second-floor works consist of the alteration of the existing ward layout of form a main waiting room, multiple toilet facilities across the floor layout, 10 Treatment rooms, a bloods room, a dirty utility, a switch room, a sub-waiting area, a pantry bar, Surgical Admissions room, Surgical minor procedures Room, a lobby and a Discharge area

at **REDACTED TEXT under FOIA Section 40, Personal Information** (the "**Works**") and has had drawings and bills of quantities or a specification or work schedules prepared which show and describe the work to be done;

Second the Works include the design and construction of

All Mechanical, Electrical, Medical Gases, Public Health installations and associated Builders works

Fire stopping

Ironmongery to Fire Doors

(the "**Contractor's Designed Portion**")

Third the drawings are numbered/listed in Appendix 2 annexed to this Agreement (the "**Contract Drawings**") and have for identification been signed or initialled by or on behalf of each Party.

Fourth the Employer has supplied to the Contractor:

the Specification

other documents showing or describing or otherwise stating its requirements for the design and construction of the Contractor's Designed Portion (the "**Employer's Requirements**")

Fifth the Contractor has:

(A) stated the sum it will require for carrying out the Works shown on the Contract Drawings and described in the Specification, that sum being the Contract Sum stated in Article 2, and has supplied to the Employer a Contract Sum Analysis in accordance with the stated requirements of the Employer or a Schedule of Rates on which that sum is based (the "**Priced Document**") ("**Pricing Option B**");

the Priced Document, the priced Activity Schedule, where provided, and (where Pricing Option B applies) the (unpriced) Specification have each for identification been signed or initialled by or on behalf of each Party. The Priced Document and Activity Schedule (if provided) are appended to this Agreement at Appendix 4. The (unpriced) Specification (where Pricing Option B applies) is appended to this Agreement at Appendix 3;

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

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

which it will require for carrying out and completing the Contractor's Designed Portion in accordance with this Agreement and the Conditions (as defined in the Schedule of Amendments appended hereto as Appendix 1);

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

Eighth for the purposes of the Construction Industry Scheme (CIS) under the Finance Act 2004, the status of the Employer is, as at the Base Date, that stated in the Contract Particulars;

Ninth not used

- Tenth** for the purposes of the Construction (Design and Management) Regulations 2015 (the "**CDM Regulations**") the status of the project that comprises or includes the Works is stated in the Contract Particulars;
- Eleventh** the division of the Works into Sections is shown in the Work Schedules or in such other documents as are identified in the Contract Particulars;
- Twelfth** where so stated in the Contract Particulars, this Contract is supplemented by the Framework Agreement identified in those particulars;
- Thirteenth** whether any of the Supplemental Provisions 1 to 3 apply is stated in the Contract Particulars.

ARTICLES

NOW IT IS HEREBY AGREED AS FOLLOWS:

Article 1 Contractor's obligations

In compliance with and subject to the Conditions (as defined in the Schedule of Amendments at Appendix 1), the Contractor shall carry out and complete the Works in accordance with the Contract Documents.

Article 2 Contract Sum

The Employer shall pay the Contractor at the times and in the manner specified in the Conditions the VAT exclusive sum of One million, seven hundred one thousand, two hundred sixty-nine pounds and eighty-four pence (£1,701,269.84) (the "**Contract Sum**") or such other sum as becomes payable under the Contract.

Article 3 Collaborative working

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.

Article 4 ~~Contract Administrator~~

For the purposes of the Contract the Contract Administrator is Focus Consultants **REDACTED TEXT under FOIA Section 40, Personal Information** or, if it ceases to be the Architect/Contract Administrator, such other person as the Employer nominates in accordance with clause 3.4 of the Conditions. Save to the extent that the Employer may otherwise specify by written notice to the Contractor the Architect/Contract Administrator 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. Notwithstanding the appointment of the Architect/Contract Administrator the Employer shall retain authority to issue comments, instructions, requests and notices from time to time for the purposes of this Contract.

Article 5 Quantity Surveyor

For the purpose of this Contract the Quantity Surveyor is Focus **REDACTED TEXT under FOIA Section 40, Personal Information** or, if it ceases to be the Quantity Surveyor, such other person as the Employer nominates in accordance with clause 3.4 of the Conditions.

Article 6 CDM Regulations - Principal Designer and Principal Contractor

For the purposes of the CDM Regulations:

The Principal Designer is *Hunters of Space* **REDACTED TEXT under FOIA Section 40, Personal Information** such replacement as the Employer at any time appoints to fulfil that role.

The Principal Contractor is the Contractor or such replacement as the Employer at any time appoints to fulfil that role.

Article 7 Building Regulations – Principal Designer and Principal Contractor

For the purposes of the Building Regulations:

The Principal Designer is BlueLight Management Limited **REDACTED TEXT under FOIA Section 40, Personal Information** or such replacement as the Employer at any time appoints to fulfil that role.

The Principal Contractor is the Contractor or such replacement as the Employer at any time appoints to fulfil that role.

Article 8 Adjudication

If any dispute or difference arises under this Contract either Party may refer it to adjudication in accordance with clause 9.

Article 9 Incorporation of the Conditions of the JCT Intermediate Building Contract with Contractor's Design 2024

This Agreement incorporates the clauses set out in sections 1 – 9 of the Conditions of the JCT Intermediate Building Contract with Contractor's Design 2024 together with and including the schedules 1 to 5 inclusive. The Employer and the Contractor agree that provisions of the Conditions shall have effect as amended by the Schedule of Amendments at Appendix 1. In the event of any discrepancy in or difference between the Conditions and the Schedule of Amendments, the Schedule of Amendments shall prevail.

Article 10 Legal proceedings

Subject to Article 8, the English courts shall have jurisdiction over any dispute or difference between the Parties which arises out of or in connection with this Contract.

Article 11 Limitation of Liability

Notwithstanding anything to the contrary in this Contract, and without prejudice to any provision in this Contract whereby liability is excluded or limited to a lesser amount the total liability of the Contractor's under or in connection with; this Contract, Collateral Warranties and any Third Party Rights whether in contract or in tort, in negligence (other than for personal injury, death, fraud and/or fraudulent misrepresentation), indemnity or for breach of statutory duty or otherwise shall not exceed the sum of £5,000,000 (five million pounds) for each and every claim or, if greater, amounts recoverable from insurers to the limit of the insurance required by the Contract (or should have been recoverable if the Contractor had maintained the insurances in accordance with this Agreement) for the avoidance of doubt the above limit is inclusive of costs and the Contractor's liability for any consequential losses.

Contract Particulars¹

Clause	Subject	
Fourth Recital	Employer's Requirements <i>(State reference numbers and dates or other identifiers of the relevant documents)</i>	Contained with the Design Information included under appendix 3 and 4
Fifth Recital	Contractor's Proposals <i>(State reference numbers and dates or other identifiers of the relevant documents)</i>	Contained in Appendix 5
Sixth Recital	CDP Analysis <i>(State reference numbers and dates or other identifiers of the relevant documents)</i>	Contained in Appendix 4 2.05 - Section 1 - Contractor's Designed Portion Analysis to Bell & Sapphire Ward 2.06 - Section 2 - Contractor's Designed Portion Analysis to Sapphire Ward 2.07 - Section 3 - Contractor's Designed Portion Analysis to Out of Hours Works to Corridor 2.09 - DSSR M&E Summary
Eighth Recital and clause 4.6	Construction Industry Scheme (CIS)	Employer at the Base Date * is a 'contractor' for the purposes of the CIS
Tenth Recital	CDM Regulations	the project is notifiable
Eleventh Recital	Descriptions of Sections <i>(if not shown or described in the Bills of Quantities/Specification/Work Schedules or the Contract Drawings, state the reference numbers and dates or other identifiers of documents in which they are shown.)</i>	<i>Section 1 - Works to Bell, Part of Sapphire Ward and Plant Room</i> <i>Section 2 - Works to Sapphire Ward</i> <i>Section 3 - Out of Hours Works to Corridor</i>
Twelfth Recital	Framework Agreement (if applicable) <i>(State date, title and parties)</i>	Title: PCR15 Framework Lot 1.12 Agreement ID RM6088

Clause	Subject	
Thirteenth Recital and Schedule 4	<p>Supplemental Provisions</p> <p><i>(Where neither entry against one of the Supplemental Provisions 1 to 3 below is deleted that Supplemental Provision <u>does not</u> apply)</i></p>	
	Health and safety	Supplemental Provision 1 applies
	Cost savings and value improvements	Supplemental Provision 2 applies
	Performance Indicators and monitoring	Supplemental Provision 3 does not apply
1.1	Base Date	28 th October 2025
1.1	BIM Protocol (where applicable)	Not applicable
	<i>(State title, edition, date or other identifiers of relevant documents)</i>	
1.1	Sections: Dates for Completion of Sections	Section 1 - Works to Bell, Part of Sapphire Ward and Plant Room – 29 June 2026
		Section 2 - Works to Sapphire Ward: Date - 4 April 2026
		Section 3 - Out of Hours Works to Corridor: Date - 10 June 2026
1.7.3	Addresses for service of notices by the Parties	REDACTED TEXT under FOIA Section 40, Personal Information
	<i>(If a Party's address is not stated, it shall, subject to clause 1.7.3, be that shown at Contractor VINCI REDACTED TEXT under FOIA Section 40, Personal Information the commencement of the Agreement.)</i>	
	The respective email addresses for the Parties are	Employer's email REDACTED TEXT under FOIA Section 40, Personal Information
		Contractor's REDACTED TEXT under FOIA Section 40, Personal Information

Clause	Subject	
1.7.4.2	Services of notices by email	or, subject to clause 1.7.3, such other email address as each Party may notify to the other from time to time. Clause 1.7.4.2 applies
	<i>(If neither entry is deleted or an email address for each Party is not specified, clause 1.7.4.2 shall not apply.)</i>	Employer’s email REDACTED TEXT under FOIA Section 40, Personal Information REDACTED TEXT under FOIA Section 40, Personal Information
2.4	Sections: Dates of Possession of Sections	Section 1 - Works to Bell, Part of Sapphire Ward and Plant Room – 2 February 2026 Section 2 - Works to Sapphire Ward: Date - 2 February 2026
2.5	Sections: deferment of possession of Sections	Section 3 - Out of Hours Works to Corridor: Date - 2 February 2026 Clause 2.5 applies and the maximum period of deferment is: Section 1 : Six Weeks Section 2 : Six Weeks Section 3 : Six Weeks
2.23.2	Sections: rate of liquidated damages for each Section	Section 1 : REDACTED TEXT under FOIA Section 43 Commercial Interests Section REDACTED TEXT under FOIA Section 43 Commercial Interests Section 3 : REDACTED TEXT under FOIA Section 43 Commercial Interests
2.29	Sections: Section Sums	Section 1 REDACTED TEXT under FOIA Section 43 Commercial Interests
Section 2 :		REDACTED TEXT under FOIA Section 43 Commercial Interests
Section 3		REDACTED TEXT under FOIA Section 43 Commercial Interests

Clause	Subject	
2.30	Sections: Rectification Periods	Section 1 : 12 months Section 2 : 12 months Section 3 : 12 months from the date of practical completion of each Section (or twelve months if no other period is stated)
4.3 and 4.9	Fluctuations Provisions	No Fluctuations Provision applies
4.7	Advance payment	Clause 4.7 does not apply
4.7	Advance Payment Bond <i>(where an advance payment is to be made, an advance payment bond is required unless stated that it is not required)</i>	An advance payment is not required
4.8.1	Interim Payments - Interim Valuation Dates <i>(if no date is stated, the first Interim Valuation Date is one month after the Date of Possession)</i>	The first Interim Valuation Date is 28 days from the date of possession and thereafter the same date in each month or the nearest Business Day in that month
4.9.1	Interim payments – percentages of value Where the Works, or those works in a Section, have not achieved practical completion, the percentage of total value in respect of the works that have not achieved practical completion is <i>(The percentage is 95 per cent unless a different rate is stated.)</i>	95 per cent
	Where the Works, or those works in a Section, have achieved practical completion, the percentage in respect of the completed works is <i>(The percentage is 97 ½ per cent unless a different rate is stated.)</i>	97.5 per cent
4.17.5 and 4.17.6	Relevant Matters <i>(In the case of each clause referred to below, where neither entry against the clause is deleted, that clause does not apply.)</i>	Clause 4.17.5 <i>(the effects of an epidemic on the execution of the Works etc)</i> does not apply Clause 4.17.6 <i>(exercise of a statutory power etc.)</i> applies as amended

Clause	Subject	
6.4.1	Contractor's Public Liability insurance: injury to persons or property – the required level of cover is not less than	£10,000,000.00 (Ten Million Pounds) for any one occurrence or series of occurrences arising out of one event
6.5.1	Insurance – liability of Employer	Insurance is not required
6.7 and Schedule 1	Works insurance – Insurance Option applicable Percentage to cover professional fees <i>(If no other percentage is stated, it shall be 15 per cent.)</i> Where Insurance Option C applies, paragraph C.1 <i>(unless otherwise stated, paragraph C.1 applies. If it is not to apply, state the reference number and date or other identifier of the replacement document(s))</i>	Schedule 1: Insurance Option C applies 15 per cent applies
6.10 and Schedule 1	Terrorism Cover – details of the required cover <i>(unless otherwise stated, Pool Re Cover is required)</i>	are set out in the following document(s): Pool Re Cover is required
6.15	Joint Fire Code If the Joint Fire Code applies, state whether the insurer under Insurance Option A, B or C (paragraph C.2) has specified that the Works are a 'Large Project':	The Joint Fire Code applies Yes
6.18	Joint Fire Code – amendments/revisions <i>(The cost shall be borne by the Contractor unless otherwise stated.)</i>	The cost, if any, of compliance with amendment(s) or revisions(s) to the Joint Fire Code shall be borne by the Contractor
6.19	Contractor's Designed Portion (CDP) Professional indemnity insurance Sub-limits within the overall level of	Amount of indemnity required is for any one claim or series of claims arising out of one event and is £5,000,000.00 (Five Million pounds) cover

None

Clause	Subject	
7.2.1	Specific exclusions listed in the relevant schedule(s) (or other policy document(s)) to the relevant policy	
7.2.1	Performance bond or guarantee from bank or other approved surety <i>(If this entry is not completed or the required form is not specified, a performance bond or guarantee is not required)</i>	is required
7.2.1	The required form of the bond or guarantee is set out in	Schedule 8 of the Schedule of Amendments at Appendix 1
7.2.1	Initial value	10 per cent of the Contract Sum
7.2.1	Period of validity – if not specified in the required form, the expiry date of the performance bond or guarantee is to be <i>(if no entry is selected, the date shall be the date of practical completion of the Works)</i>	the date of practical completion of the Works 2 weeks after the date of expiry of the Rectification Period for the Works the date for issue of the certificate of making good for the Works under clause 2.31
7.2.1	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 <i>(if no other percentage is stated, it shall be 50 percent)</i>	50 per cent
7.2.2	Guarantee from the Contractor's parent company	is required
7.2.2	Parent company's name and registration number	VINCI Construction Holdings Limited Company Number: 03365601
7.2.2	The required form of the guarantee is set out in	Schedule 7 of the Schedule of Amendments at Appendix 1
7.3	Collateral Warranties – details of the requirements for the grant by the Contractor and sub-contractors of P&T Rights, Funder Rights and/or (in the case	of sub-contractors) Employer Rights in respect of the Works, either as third party rights

or by collateral warranties ("Rights

See clauses 7.3 to 7.8 (inclusive)

Clause

Subject

Particulars") are set out in the following document

8.9.2 Period of suspension 2 Months
(If none is stated, the period is 2 months.)

8.11.1.1 to 8.11.1.5 Period of suspension 2 Months
(If none is stated, the period is 2 months.)

9.1 Notification and negotiation of disputes The respective nominees of the Parties are

Employer's nominee **REDACTED TEXT under FOIA Section 40, Personal Information**

Contractor's nominee **REDACTED TEXT under FOIA Section 40, Personal Information**

or such replacement as each Party may notify to the other from time to time.

9.3.1 Adjudication The Adjudicator is **REDACTED TEXT under FOIA Section 40, Personal Information**

Nominating body – where no Adjudicator is named or where the named Adjudicator is unwilling or unable to act (whenever that is established) the nominating body is The Royal Institution of Chartered Surveyors

ATTESTATION

THIS AGREEMENT is executed as a deed and delivered on the date stated at the beginning of this Agreement.

EXECUTED and **DELIVERED** as a **DEED** by **LEWISHAM & GREENWICH NHS TRUST** acting through two authorised signatories in the presence of:

REDACTED TEXT under FOIA Section 40, Personal Information

.....
Authorised Signatory Signature

REDACTED TEXT under FOIA Section 40, Personal Information
REDACTED TEXT under FOIA Section 40, Personal Information

Authorised Signatory Print Name

.....
Authorised Signatory Signature

REDACTED TEXT under FOIA Section 40, Personal Information

.....

Authorised Signatory Print Name

EXECUTED as a deed by **VINCI CONSTRUCTION UK LIMITED** acting by a director and witnessed: **REDACTED TEXT under FOIA Section 40, Personal Information**
.....
Authorised Signatory Signature

REDACTED TEXT under FOIA Section 40, Personal Information

Signature of Witness

REDACTED TEXT under FOIA Section 40, Personal Information

.....
Name of Witness

REDACTED TEXT under FOIA Section 40, Personal Information

.....
Address of Witness

.....
Occupation of Witness

APPENDIX 1

SCHEDULE OF AMENDMENTS

THE CONDITIONS SHALL BE AMENDED AS SET OUT BELOW:

Section 1 Definitions and Interpretation

Definitions

1.1 **Amend** these definitions:

Delete the existing definition of "Agreement" and **insert**:

"the Agreement consisting of the Recitals, the Articles and the Contract Particulars which has been executed by the Parties and to which this Appendix 1 Schedule of Amendments is appended."

Delete the existing definition of "Conditions" and **insert**:

"the clauses set out in sections 1 – 9 of the Conditions of the JCT Intermediate Building Contract with Contractor's Design 2024 together with and including schedules 1 to 5 (inclusive) to that contract, subject to the additional clauses and amendments set out in the Schedule of Amendments."

Delete text in the definition of "Consultants" and replace with:

"a consultant named or identified in Schedule 11 of the Schedule of Amendments appointed by the Employer and whose appointment is novated to the Contractor, or appointed or to be appointed by the Contractor on terms approved by the Employer (such approval not to be unreasonably withheld or delayed) in connection with the CDP Works and any replacement of such a Consultant."

"

Insert at the end of definition of "Employer":

"including its successors in title and assignees as permitted under these Conditions."

Delete the definition of "Employer's Rights"

Delete the existing definition of "Funder" and **replace** with:

"a person that has provided, or is to provide, finance in connection with the whole or any part of the Works or the completed Works, or in connection with the site of the Works, whether that person acts on its own account, as agent for a syndicate of other Parties or otherwise."

Delete the definition of "Funder Rights"

Delete the definition of "P&T Rights"

Delete the following words from the definition of Purchaser:

"named or otherwise sufficiently identified as such (whether by class or description) in or by the Rights Particulars"

Delete the definition "Rights Particulars".

In the definition of "Statutory Requirements":

After the words "force of law" in the second line, **insert**:

"including the Building Safety Laws"

After "this Contract" in the third line, **insert**:

", any code of practice or guideline for the time being in force under the Health and Safety etc. at Work Act 1974 or the Control of Pollution Act 1974 or the Environmental Protection Act 1990".

Delete the following words from the definition of Tenant:

"named or otherwise sufficiently identified as such (whether by class or description) in or by the Rights Particulars"

Insert the following definitions:

"Accountable Person: the person(s) who are or may be from time to time required by the Building Safety Laws to perform the functions of the accountable person."

"Beneficiary: a Funder and/or first Purchaser and/or first Tenant."

"Good Environmental Practice: good practice generally followed by design and build contractors skilled and experienced in the remediation and redevelopment of contaminated sites and shall be deemed to include (as a minimum) compliance with all Environmental Laws."

"Brexit: the withdrawal of the United Kingdom from the European Union."

"Building Safety Laws:

- .1 the Building Safety Act 2022;
- .2 the Defective Premises Act 1972;
- .3 the Building Act 1984;
- .4 the Building Regulations;
- .5 any statutory instrument, regulation, rule, order, code of practice or guideline made under the Building Safety Act 2022, the Defective Premises Act 1972, the Building Act 1984 and the Building Regulations having the force of law that affects the Works;
- .6 any guidance issued by a government department, the Building Safety Regulator and/or the Health and Safety Executive in connection with the Building Safety Act 2022, the Defective Premises Act 1972, the Building Act 1984, the Building Regulations and/or any statutory instrument, regulation, rule, order, code of practice or guideline relating to the Building Safety Act 2022, the Defective Premises Act 1972, the Building Act 1984 and/or the Building Regulations; and
- .7 any building safety laws and regulations now or from time to time in force that affects the Works or performance of any obligations under this Contract."

"Building Safety Regulator: the Building Safety Regulator as defined by the Building Safety Act 2022."

"Commercially Sensitive Information: the information agreed between the parties (if any) comprising the information of a commercially sensitive nature relating to the Contractor, the charges for the Works, its IPR or its business or which the Contractor has indicated to the Employer that, if disclosed by the Employer, would cause the Contractor significant commercial disadvantage or material financial loss."

“Confidential Information: the Employer’s Confidential Information and/or the Contractor’s Confidential Information.”

"Construction Products Regulations: UK Construction Products Regulation 2011 and the Construction Products Regulations 2013 (SI 2013/1387)."

"Contamination: means the contamination or pollution of any kind including without limitation harm to the health of living organisms or other interference with the ecological systems of which they form part and, in the case of man, including harm to its property."

“Contracting Body: a Contracting Body as defined by Regulation 5(2) of the Public Contracts (Works, Service and Supply) (Amendment) Regulations 2000 other than the Employer (and “Contracting Bodies” shall be construed accordingly).”

“Contractor’s Confidential Information: any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel and contractors of the Contractor, including IPRs, together with all information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential, including the Commercially Sensitive Information.”

"Covid-19: the disease known as coronavirus disease (COVID-19) and the virus known as severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2) and any variant thereof."

“Crown Body: any department, office or agency of the Crown.”

“Data Controller: has the meaning given to it in the Data Protection Act 2018.”

"Deleterious: means goods materials equipment product or kits:

- that are generally accepted, or generally suspected, or should have been known in the construction industry or which the Contractor ought to have known about at the relevant time (i) to be hazardous as posing a threat to the health and safety of any person, or (ii) to pose a threat to the durability, structural stability, performance or physical integrity of the Works or any part or component of the Works, or (iii) to reduce, or possibly reduce the normal life expectancy of the Works or any part or component of the Works; or
- that are not in accordance with any relevant British standard, relevant code of practice, good building practice or any applicable agrément certificate issued by the British Board of Agrément; or
- supplied or placed on the market in breach of the Construction Products Regulations; or
- that do not comply with the guidance set out in the edition of the publication entitled “Good practice in the Selection of Materials” published by the British Property Federation and the British Council for Offices current at the relevant time; or
- not being in accordance with the Joint Code of Practice on the Protection from Fire on Construction Sites and Buildings Undergoing Renovation which is published by the Building Employer’s Confederation (now Construction Confederation), the Loss Prevention Council and the National Contractor’s Group with the support of the Association of British Insurers, the Chief and Assistant Chief Fire Officers Association and the London Fire Brigade; or
- that are specifically prohibited under this Contract."

“DOTAS: is the disclosure of tax avoidance schemes rules which require a promoter of tax schemes to tell HM Revenue & Customs of any specified notable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions by the National Insurance Contributions

(Application of Part 7 of the Finance Act 2004) Regulations 2012, SI 2012/1868 made under s.132A Social Security Administration Act 1992.”

“Employer Confidential Information: all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel, and contractors of the Employer, including all IPRs, together with all information derived from any of the above, and any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered to be confidential.”

“Employer Data:

- the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are:
- supplied to the Contractor by or on behalf of the Employer; or
- which the Contractor is required to generate, process, store or transmit pursuant to this Contract; or
- any Personal Data for which the Employer is the Data Controller to the extent that such Personal Data is held or processed by the Contractor.”

"Environment: all and any of the following media being water, air or land (wherever situated) as well as any eco-systems; organisms, including (without limitation) humans, and their property, including natural and man-made structures."

“Environmental Information Regulations: the Environmental Information Regulations 2004 and any guidance and/or codes of practice issued by the Information Commissioner in relation to such regulations.”

"Environmental Laws: all rules of common law, principles of equity and rules of any court or other tribunal of competent jurisdiction, all statutes, standards or codes of practice that have the force of law, all notices, directions, impositions or requirements of any competent authority relating to the protection of human health and safety, the protection of property and proprietary rights or the protection of the Environment or the generation, transportation, storage, use, treatment or disposal of Hazardous Substances."

“FOIA: the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such legislation; General Anti-Abuse Rule:

- the legislation in Part 5 of the Finance Act 2013; and
- any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements and to avoid national insurance contributions.”

"Force Majeure: any of the following circumstances:

- acts of God, flood, drought, earthquake or other natural disaster;
- epidemic or pandemic;
- terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- nuclear, chemical or biological contamination or sonic boom; and
- any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition

PROVIDED ALWAYS that such circumstances (i) could not have been reasonably foreseen by the Contractor at the date of this Contract, (ii) could not have been avoided by steps which might reasonably be expected to be taken by the Contractor, (iii) are outside the control of the Contractor and/or the Contractor's Persons, (iv) are not attributable to the act, default or omission or breach of this Contract by the Contractor and/or the Contractor's Persons, and (v) arise during the currency of this Contract."

"Halifax Abuse Principle: the principle explained in the CJEU Case C-255/02 Halifax and others Intellectual Property Rights or 'IPRs':

"Hazardous Substance: means waste (as defined in the Environmental Protection Act 1990) and any substance whatsoever in any form (whether alone or in combination with any other substance) which is capable of causing harm to man or to any living organism supported by the Environment or of damaging the Environment or public health or welfare or the presence of which would be a breach of any Environmental Law."

"Intellectual Property Rights: means any and all patents, trademarks, service marks."

"Material: means all designs (including but not limited to all Contractor's Design Documents), drawings, models, plans, specifications, design details, photographs, brochures, reports, note of meetings, CAD materials, calculations, data, databases, schedules, programmes, bills of quantities, budgets and any other materials prepared by or on behalf of the Contractor for or in connection with the Works (and completed Works) and all updates, amendments, additions and revisions to them and any works, designs or inventions incorporated or referred to in them for any purpose relating to the Works (and completed Works)."

"Novation Agreement: means an agreement to be entered into between the Employer and the Contractor (or an administrator or other insolvency practitioner acting for the Employer or the Contractor) and a replacement employer or a replacement contractor (as applicable), in a form set out at Schedule 6."

"Occasion of Tax Non-Compliance:

- where any tax return of the Contractor submitted to a Relevant Tax Authority on or after 1 October 2012 is found on or after 1 April 2013 to be incorrect as a result of:
- A Relevant Tax Authority successfully challenging the Contractor under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;
- The failure of an avoidance scheme which the Contractor was involved in, and which was, or should have been, notified to a Relevant Tax Authority under DOTAS or any equivalent or similar regime; and/or

where any tax return of the Contractor submitted to a Relevant Tax Authority on or after 1 October 2012 gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Contract Date or to a civil penalty for fraud or evasion."

"Personal Data: the meaning given to it in the Data Protection Act 2018,"

"Principal Accountable Person: the person who is or may be from time to time required by the Building Safety Laws to perform the functions of the principal accountable person."

"Programme: shall have the meaning given to it in clause 2.8.5."

"Prohibited Act: to directly or indirectly offer, promise or give any person working for or engaged by the Employer or other Contracting Body or any other public body a financial or other advantage to:

- induce that person to perform improperly a relevant function or activity; or
- reward that person for improper performance of a relevant function or activity;

- to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Contract;
- committing any offence:
- under the Bribery Act 2010 (or any legislation repealed or revoked by such Act)
- under legislation or common law concerning fraudulent acts; or
- defrauding, attempting to defraud or conspiring to defraud the Employer; or
- any activity, practice or conduct which would constitute one of the offences listed above if such activity, practice or conduct had been carried out in the UK.

“Related Entity:

- any company or partnership which is in the same group as the Employer within the meaning of section 1161 Companies Act 2006; or
- any parent or subsidiary undertaking (as defined in section 1162 Companies Act 2006) of the Employer; or
- any joint venture entity, limited partnership or limited liability partnership of which the Employer, a group company or a subsidiary as defined above is a part of from time to time.”

“Relevant Requirements”: all applicable laws relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010

“Relevant Tax Authority”: HM Revenue & Customs, or, if applicable, a tax authority in the jurisdiction in which the Contractor is established.

“Request for Information; a request for information or an apparent request under the Code of Practice on Access to government Information, FOIA or the Environmental Information Regulations.”

"Requisite Consents: those permissions consents approvals licences certificates and permits statutory agreements (including any planning permissions, any environment related permits and Statutory Requirements) in legally effectual form from any local or other competent authority as may be necessary to enable carry out and commence maintain and complete the Works or any part of them or to reinstate the Works or any part of them after damage or destruction."

"Schedule of Amendments: this Schedule of Amendments appended to the Agreement as Appendix 1."

“Security Policy: any security policy that the Employer puts in place and provides to the Contractor as may be updated from time to time.”

"Snagging Items: minor items or minor defects the existence completion or rectification of which (in the opinion of the Architect/Contract Administrator) would not prevent or interfere with the use and enjoyment of the Works or relevant Section and which are contained in any snagging list attached to the Practical Completion Statement or Section Completion Statement (as applicable)."

"Standard of Care: all the reasonable skill and care and diligence to be expected of a qualified and experienced architect (or other appropriate professional designer) experienced in carrying out and completing the design of works of a similar scope, nature, size, value, timescale, complexity and character to the Works."

“Sub-Contractor: any sub-contractor appointed or to be appointed by the Contractor with design or material responsibility for the Works.”

"Third Party Agreements: the relevant extracts from an agreement or agreements entered into by the Employer or that the Employer intends to enter into with third parties, which may affect the Works, attached at Schedule 12 of the Schedule of Amendments, or as amended, supplemented or provided by the Employer from time to time in accordance with clause 2.35 and/or clause 5.1.3. All relevant extracts

shall be provided to the Contractor in sufficient time prior to the commencement of the relevant Works. For the avoidance of doubt, nothing in this clause shall be deemed to extend the Contractor's obligations beyond those set out elsewhere in this Contract. Any extracts issued after the commencement of the Works shall be treated as a Change and shall entitle the Contractor to an extension of time and additional payment. Employer from time to time in accordance with clause 2.35 and/or clause 5.1.3. All relevant extracts shall be provided to the Contractor in sufficient time prior to the commencement of the relevant Works. For the avoidance of doubt, nothing in this clause shall be deemed to extend the Contractor's obligations beyond those set out elsewhere in this Contract. Any extracts issued after the commencement of the Works shall be treated as a Change and shall entitle the Contractor to an extension of time and additional payment."

"UK Construction Products Regulation 2011: the UK version of Regulation (EU) No. 305/2011, as it forms part of English law under the European (Withdrawal) Act 2018."

Interpretation

Agreement etc. to be read as a whole

1.3 **Insert** new sentence at the end of clause 1.3:

"The Contractor acknowledges that it does not rely on, has not entered into the Contract in reliance on, and shall have no remedy in respect of, any statement, representation, or warranty of the Employer (whether negligently or innocently made and whether or not in fact relied on) other than as expressly set out in and under this Contract, provided that nothing in this clause shall exclude any liability for fraud."

Insert new clause 1.3A:

"1.3A Insofar as the Contractor has (i) performed a part of its obligations under this Contract or (ii) carried out any services or works in connection with the project to which the Works relate before the date of this Contract, the obligations and liabilities of the Contractor under this Contract shall take effect in all respects as if the Contract had been dated prior to the performance of that part of its obligations by the Contractor and accordingly the duties and obligations contained in this Contract shall be deemed to have applied to the carrying out of any of those works or services prior to the date of this Contract. All payments made in respect of works or services carried out prior to the date of this Contract shall be treated as payments on account of sums due under this Contract."

Headings, references to persons, legislation etc.

1.4.5 **Delete** wording and **replace** with:

"A reference to a legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that legislation or legislative provision and includes any orders, rules, regulations, schemes, warrants, bylaws, directives or codes of practice issued in the United Kingdom under any such legislation."

Insert new clause 1.4.7:

"1.4.7 Reference to the "reverse charge applying" (or similar) mean any case where the recipient of a supply for VAT purposes, or a member of a VAT group of which the recipient of the supply is a member, is required to account to the relevant tax authority for the VAT chargeable in respect of the supply."

Contracts (Rights of Third Parties) Act 1999

1.6 **Delete** wording and replace with:

"Other than any rights as take effect pursuant to Section 7 of these Conditions and/or rights of the Employer or its assignees under any other clause of this Contract, 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."

Effect of Final Certificate

1.9.1.1 **Delete** wording and replace with "Not used"

1.9.4 **Insert** new clause 1.9.4:

".4 If neither Party commences arbitration or legal proceedings within the period referred to in clause 1.9.2, the Parties agree that any Adjudicator's decision referred to in that clause shall be conclusive on the matters with which it deals and finally binding on them."

Effect of certificates other than Final Certificate

1.10 **Delete** "Save as stated in clause 1.9, n" and **insert** "N"

Consents and approvals

1.11.1 **Delete** the words "except as provided in clause 1.11.2 and replace with:

"(unless stated otherwise)"

1.11.2 **Delete** "and either Party's consent under clause 7.1"

Insert new clause 1.11.3:

".3 "Notwithstanding any other provision of this Contract, the term approval, when used in the context of any approval to be given by the Employer or the Architect/Contract Administrator, shall have the meaning 'acceptance of general principles only', and no such approval or any consent given by the Employer or the Architect/Contract Administrator nor any inspection of, or failure to inspect, the Works shall diminish or relieve the Contractor from any of its obligations or liabilities under this Contract."

Applicable law

1.12 After "the law of England" **insert** "and Wales and the courts of England and Wales shall have jurisdiction over any dispute or difference which may arise between the Parties"

Insert new clause 1.13:

"Architect/Contract Administrator

1.13 Where Article 3 refers to Contract Administrator the expression Architect shall be deemed to have been deleted throughout this Contract. Where Article 3 refers to an Architect the expression Contract Administrator shall be deemed to have been deleted throughout this Contract."

Insert new clause 1.14:

"Interest on late payment

1.14 Subject to clause 4.12.6:

.1 where any amount payable by one Party to the other Party becomes overdue, that Party 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 for when payment became overdue until payment is made;

- .2 acceptance of payment of interest under this clause 1.14 shall not in any circumstances be construed as a waiver either of any right to proper payment of the principal amount due or to suspend performance under clause 4.14 or to terminate the Contractor's employment under section 8; and
- .3 interest under this clause 1.14 shall be a debt due from the payer to the other Party."

Insert new clause 1.15:

"1.15 Publicity

- .1 The Contractor shall not without the prior written consent of the Employer:
 - .1 disclose the identity of the Employer (or any member of the Employer's group of companies) as a customer of the Contractor; or
 - .2 engage in any advertising, marketing or promotion that reveals or suggests the existence of this Contract or any relationship between the Contractor and the Employer (or any member of the Employer's group of companies); or
 - .3 uses names, brands, logos, service or trademarks of the Employer's group of companies.
- .2 Notwithstanding clause 1.11, the Employer shall have complete discretion whether or not to give the consent referred to in clause 1.15.
- .3 The Contractor shall ensure that any sub-contractor or supplier of any kind that the Contractor employs shall be similarly bound by the obligations as set out clause 1.15.1 above."

Insert new clause 1.16:

"1.16 The documents comprising the Contract shall be construed in the following order of precedence in the event of any discrepancy:

- 1. the Agreement;
- 2. the Schedule of Amendments;
- 3. the 'Conditions' set out in sections 1 to 9 of the printed JCT Intermediate Building Contract with Contractor's Design 2024 and the schedules thereto;
- 4. the Employer's Requirements;
- 5. the Contractor's Proposals;
- 6. any other document forming part of this Contract."

Insert new clause 1.17:

"Liability Period

1.17 Neither Party shall commence any action or proceedings against the other under this Contract after 12 years from the date of practical completion of the Works.

Insert new clause 1.18:

"Building safety compliance limitation period

1.18 Notwithstanding any other provision of this Contract any action under this Contract

relating to a breach or alleged breach of the Contractor's obligations to carry out and complete the Works in accordance with clause 2.35 may be brought at any time before the expiration of 15 years from the date of issue of the final certificate of making good under clause 2.31 of the Contract or from the date of termination of the Contractor's employment under Section 8 of the Conditions (whether or not the validity of that termination is contested), whichever is the earlier."

Section 2 Carrying out the Works

Contractor's Obligations

General obligations

2.1 After "in a proper and workmanlike manner" **insert** "with due diligence"

After "in compliance with" **insert** "the Programme,"

After "the Construction Phase Plan and Statutory Requirements" **insert**:

"and Requisite Consents and using good up to date building practices and good quality materials"

Add the following new sentence before the sentence commencing "In relation to the Contractor's Designed Portion, the Contractor shall":

"When requested to do by the Employer the Contractor shall provide the Employer with evidence that it has complied with all such requirements and given all such notices. Where the Employer's authorisation or completion of documentation is required in respect of the Statutory Requirements the Contractor shall furnish the relevant documentation to the Employer and allow the Employer a period of at least 14 days to authorise or complete it."

2.1. **Insert** the words "carry out and" before the words "complete the design"

Delete from "so far as not described or stated" to the end of the clause (inclusive).

2.1.2 Renumber the current clause 2.1.2 as "2.1.2.2"

Insert the following new clause 2.1.2 and 2.1.2.1:

2.1.2 The Contractor:

- .1 shall carry out and complete the Works in accordance with Good Environmental Practice and Environmental Laws and shall be liable to the Employer for damage, legally enforceable and properly mitigated loss, expense, cost, claim or proceedings arising before on or after the date of this Contract in respect of any act or omission on the Contractor's part which results, whether directly or indirectly, in damage to the Environment and/or a breach of or failure by the Contractor to comply with its obligations under Environmental Laws insofar as such loss, injury or damage arises out of or in the course of or by reason of the carrying out the Works and to the extent that the same is due (wholly or partly) to any act or omission of the Contractor, any of its sub-contractors or their respective employees, servants or agents employed or engaged upon or in connection with the Works or any part or parts of the Works;"

Delete the words "The Contractor" at the beginning of renumbered clause 2.1.2.2 and insert the following wording:

“, without prejudice to its obligations under clause 2.1.2.1,”

Delete clause 2.1.2 and replace with:

"ensure the proper integration, co-ordination and compatibility of the various components and elements that make up and compromise the Works, with one another and with the remainder of the Works; and"

Insert new clauses 2.1A to 2.1E:

"2.1A Notwithstanding any other term of the Contract, the Contractor shall not be responsible for and shall not be liable for any Existing Structures Risk, including in respect of any Existing Structures Risk being incompatible with the Works, their design or their construction or causing or contributing to a defect in the Works.

If either the Contractor or the Employer becomes aware of any Existing Structures Risk, it shall immediately give notice in writing to the other specifying the same. The Employer, the Employer's Agent and the Contractor shall meet as soon as reasonably practicable thereafter to co-operate in:

1. making proposals for how the effects of each Existing Structures Risk can be avoided or reduced;
2. seeking solutions that will bring advantage to all those who will be affected by the Existing Structures Risk;
3. deciding on the actions which will be taken and who will take them.

and within 7 days of such meeting, the Employer's Agent shall issue instructions regard the above and such instructions shall be treated as a Change.

2.1B The Contractor shall determine the position of all underground and overground services and drainage. The Contractor shall liaise with and obtain all necessary consents and licences from Statutory Providers for service and drainage diversions and connections and shall bear all costs incurred or arising in respect thereof. The Contract Sum shall be deemed to be inclusive of all costs of or arising out of any diversions and connections to services and drainage and the costs of the Contractor's operations in the vicinity of such services, unless express contrary provision is made in the Employer's Requirements.

2.1C In performing its obligations under this Contract, the Contractor shall procure and shall use all reasonable endeavours to ensure that each of its sub-contractors shall comply with the Modern Slavery Act 2015.

2.1D The Contractor shall carry out and complete the Works in accordance with Good Environmental Practice and Environmental Laws. The Contractor shall be liable for all claims, costs, damages and losses incurred or suffered by the Employer arising before on or after the date of this Contract in respect of any act or omission on the Contractor's part which results, whether directly or indirectly, in damage to the Environment and/or a breach of or failure by the Contractor to comply with its obligations under Environmental Laws insofar as such loss, injury or damage arises out of or in the course of or by reason of the carrying out the Works and to the extent that the same is due (wholly or partly) to any act or omission of the Contractor, any of its sub-contractors or their respective employees, servants or agents employed or engaged upon or in connection with the Works or any part or parts of the Works.

2.1E The Contractor shall promptly co-operate and collaborate with the Employer, Project Team and the Building Safety Regulator to ensure compliance with the Building Safety Laws."

Insert new clause 2.1F

"Admittance to the site

.1 The Contractor shall submit details of people who are employed by it and its sub-contractors in connection with the Works to the Architect/Contract Administrator. The

details shall include a list of names and addresses, the capabilities in which they are employed, and other information required by the Architect/Contract Administrator.

- .2 The Architect/Contract Administrator may instruct the Contractor to take measures to prevent unauthorised persons being admitted to site. The instruction shall be valued as a Variation if the measures are additional to those required by the Employer's Requirements.
- .3 Contractor's Persons are to carry an Employer's pass and comply with conduct requirements from the Employer whilst they are on the parts of the site identified in the Employer's Requirements.
- .4 The Contractor shall submit to the Architect/Contract Administrator for acceptance a list of the names of the people for whom passes are required. On acceptance, the Architect/Contract Administrator shall issue the passes to the Contractor. Each pass shall be returned to the Architect/Contract Administrator when the employee no longer requires access to that part of the site or after the Architect/Contract Administrator has given notice that the employee is not to be admitted to the site.
- .5 The Contractor shall not take photographs of the site of the works carried out in connection to the Works unless it has obtained acceptance of the Architect/Contract Administrator.
- .6 The Contractor shall take the measures needed to prevent any Contractor's Persons taking, publishing or otherwise circulating such photographs."

Materials, goods and workmanship

2.2.1 Delete wording and replace with:

"All materials and goods for the Works shall be of satisfactory quality and comply with all performance standards, quality and other requirements set out in the Contract Documents. The workmanship for the Works shall be of the standards described in the Contract Documents. To the extent that the quality of materials and goods or standards of workmanship are not described in the Contract Documents nor stated to be a matter for the Architect/Contract Administrator's approval, they shall be of the standard appropriate to the Works."

Insert new clauses 2.2.4, 2.2.5 and 2.2.6:

- ".4 The Contractor warrants that it shall not specify or approve for use or use anything in the Works which at the time of specification, approval or use is Deleterious.
- .5 Without prejudice to clause 2.2.4, the Contractor shall not suffer or permit the specification approval or use in the Works of anything, which, at the time of specification approval or use, is Deleterious. The Contractor shall immediately notify the Architect/Contract Administrator if it becomes aware of any such specification approval or use.
- .6 The Contractor accepts responsibility for the suitability of any proprietary product specified in the Employer's Requirements or Contractor's Proposals and accepts full responsibility for the performance of any supplier, consultant or sub-contractor engaged by it under the Contract. Where any proprietary product is specified or a supplier, consultant or sub-contractor is required to be used or engaged, the Contractor shall if necessary propose an alternative or replacement to be approved by the Employer and no inability to use or procure any such product, supplier, consultant, or sub-contractor, nor any requirement to terminate any arrangement entered into in respect of them or requirement to obtain a replacement of them (nor any circumstances arising as a result of such) shall entitle the Contractor to any increase in the Contract Sum or any extension of time or give rise to any right to terminate the Contractor's employment under this Contract. The replacement of such persons by the Contractor shall not be taken as an admission by the Contractor of any breach of this Contract."

Insert new clause 2.2.7

- .7 The Contractor shall allow for all necessary works arising out of or in connection with the collection of items delivered by others to the site, storage handling and installation in the Works (including but not limited to all ancillary parts, goods and materials required in the course of installation) of the items (if any) provided by the Employer and identified in Schedule 19 of the Schedule of Amendments. As from such delivery, subject to Insurance Option B or C (if applicable), the Contractor shall remain responsible for loss or damage to them. The Contractor shall upon taking delivery of the items assume full responsibility for them. **This applies to items delivered by others to the site only.**"

Deferment of Possession

In clause 2.5, **delete** "lesser" in the third line and **insert** "other".

Work not forming part of the Contract

2.7.2 At the end of clause change "." to ";

Insert new clauses 2.7.3 to 2.7.5:

- .3 the Contractor shall take all reasonable steps to manage access to the site for the Employer and any Employer's Persons in the execution of work referred to in this clause 2.7 and to co-ordinate such work with the Works so as to minimise (as far as reasonably practicable) any disruption or interference to such work caused by the carrying out of the Works (and vice versa);
- .4 the Contractor shall afford all reasonable facilities for the Employer and the Employer's Persons in the execution of work referred to in this clause 2.7 to enable them to execute such work subject to the Contractor's reasonable requirements as to security and health and safety. In particular (but without limitation) the Contractor shall:
- .1 provide a suitable means of access to and egress from the relevant part of the site for such persons; and
 - .2 allow such persons to enter the site to deliver and install plant, goods and materials to the relevant part of the site at times to be agreed;
- .6 where any authorities or statutory bodies are employed in the execution of any work on or near the site of the Works, the Contractor shall permit them to enter the site and any part of the Works for the purposes of executing any such work, subject to the Contractor's reasonable requirements as to security and health and safety."

Supply of Documents, Setting Out etc.

Contract Documents

2.8 At the start of sub-clause 2.8.1, **delete** "The" and **replace** with:

"Unless the Employer has supplied the Contractor with one original executed and completed part of this Contract (incorporating the Contract Documents), the"

2.8.2.1 At the start of the clause **insert:**

"one original executed and completed part of this Contract (incorporating the Contract Documents) or"

2.8.3 **Delete** text and replace with:

- "1. Save as permitted by this clause 2.8.3, 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 concerning the business, affairs, customers, clients or suppliers of the other Party or of any member of the group of companies to which the other Party belongs.
- .2 Each Party may disclose the other Party's confidential information:
 - .1 to its employees, officers, representatives, contractors, sub-contractors or advisers who need to know such information for the purposes of exercising the Party's rights or carrying out the Party's obligations under or in connection with this Contract. Each Party shall ensure that its employees, officers, representatives, contractors, sub-contractors or advisers to whom it discloses the Employer's confidential information comply with clause 2.8.3; and
 - .2 as may be required by law, to a court of competent jurisdiction or any insurer or any governmental or regulatory authority.
- .3 The Employer may use any documents supplied by the Contractor in connection with the Works (including but not limited to any documents supplied by the Contractor in accordance with clause 2.32) in connection with the maintenance, use, repair, advertisement, letting or sale of the Works."

Insert new clause 2.8.5:

- "5 On or before the Date of Possession (or, if there are Sections, on or before the first of the Dates of Possession) the Contractor shall provide the Architect/Contract Administrator with a programme ("the **Programme**") for the carrying out of the Works in a form acceptable to the Employer which includes any criteria specified in the Contract Documents, and if and whenever there is any material delay to the execution of the Works, the Contractor shall provide to the Architect/Contract Administrator a revised Programme for the carrying out of the Works forthwith."

Construction information

Insert at the end of clause 2.10.3 the following new paragraph:

"No comments made nor the fact that no comments are made by or on behalf of the Architect/Contract Administrator or the Employer shall be construed as an acceptance or approval of the Contractor's Design Documents, nor shall the Employer or the Architect/Contract Administrator be responsible for any work done on the basis of any comments made and the Contractor shall remain fully responsible for the design of the CDP Works."

Insert a new clause 2.10A:

"Sharing Information

- 2.8A The Contractor and the Contractor's Persons shall promptly and without charge provide to the Accountable Person and/or the Principal Accountable Person on request copies of any information that the Contractor and the Contractor's Persons are required to provide to the Accountable Person and/or the Principal Accountable Person by the Building Safety Laws."

Further drawings, details and instructions

- 2.11.1 **Delete** from the start: "Where not included in the Information release Schedule, the" and **replace** with: "The".

2.11.2 **Delete** from "or if the Architect/Contract Administrator's opinion" to "having regard to that Completion Date (inclusive)."

2.11.3 **Delete** clause and **replace** with:

".3 The Contractor shall give such advance notice to the Architect/Contract Administrator of the time by which the Contractor needs to receive any further drawings, details or instructions as should enable the Architect/Contract Administrator to comply with this clause."

Errors, Inconsistencies and Divergences

Instructions on errors, omissions and inconsistencies

2.13.3.2 **Delete** clause and **replace** with:

"in the case of an inconsistency in or between the Employer's Requirements, the Contractor's Proposals or the Contractor's Design Documents, it shall as soon as practicable after its discovery make proposals for the necessary amendments."

2.13.4 **Delete** clause.

Instructions – additions to Contract Sum, exceptions

2.14.1 After "and/or other Contractor's Design Documents" **insert** "and/or the Employer's Requirements".

Divergences from Statutory Requirements

2.15.2.1 After "change in the Statutory Requirements" **insert**:

"that was not foreseen by the Contractor at the Base Date and that could not reasonably have been foreseen by a competent contractor at the Base Date and"

2.15.3 **Delete** wording and replace with: "Not used."

Unfixed Materials and Goods – property, risk etc.

Materials and goods – on site

2.17 After "due to the Contractor has been paid" **insert** "or discharged"

Materials and goods – off site

2.18 After "due to the Contractor has been paid" **insert** "or discharged"

Adjustment of Completion date

Notice of delay – extensions

2.19.1 **Insert** at the end of the first sentence before the full stop:

"and a critical path analysis showing progress to date and the effect of the expected delay on the Programme and completion of the Works"

Insert at the end after the full stop:

"The Contractor shall not be entitled to any extension of time to the extent that the Relevant Event has been caused or contributed to by the negligence, omission or default or breach of

contract or breach of statutory duty on the part of the Contractor, the Contractor's Persons or any sub-contractor (of any tier) or supplier (of any tier) or their respective servants or agents."

Relevant Events

2.20.2.3 At the end of the clause before the semicolon **insert**:

"for the opening up for inspection or testing of any work, materials or goods (including making good) under clause 3.14, unless the inspection or test shows that the work, materials or goods are not in accordance with this Contract; or under clause 3.15, if it is agreed by the Parties or determined by an Adjudicator appointed pursuant to clause 9.3 that an extension of time should be awarded in respect of such instruction given under clause 3.15"

2.20.6 At the end of the clause before the semicolon **insert**:

"or, in the case of any impediment or prevention, except to the extent that the same is in consequence of the reasonable exercise of the rights of the Employer under this Contract"

2.20.14 Delete "force majeure" and replace with "Force Majeure"

Practical Completion, Lateness and Liquidated Damages

Practical completion and certificates

2.21 **Insert** at the beginning of clause 2.21:

"For the purposes of this clause "practical completion" of the Works or any Section means that:

- .1 the Works or Section have reached a stage of completeness so that they are suitable for beneficial use and occupation in accordance with the Contract Documents;
- .2 the Works or Section are free from apparent defects save for Snagging Items;
- .3 all the conditions of any Statutory Requirements, Requisite Consents and other necessary consents relating to the Works or Section have been complied with and satisfied (save in respect of any matters which will not prevent occupation and use of the Works or Section);
- .4 any specific requirements or tests on completion as stated in the Contract Documents have been met or passed and the Contractor has submitted all relevant testing and commissioning certificates to the Employer;
- .5 all workmen employed in connection with the carrying out and completion of the Works or Section (save in respect of any Snagging Items) have vacated the site and all plant tools and appliances used in connection with the Works or Section and all surplus materials and rubbish have been removed from the site;
- .6 the Contractor has provided to the Employer copies of all statutory approvals, operating and maintenance manuals, relevant photographic and video surveys, condition schedules, relevant manufacturers' literature and guarantees and warranties for products and services used in the Works or Section;
- .7 the Contractor has provided the Employer with all collateral warranties which it is obliged to provide and/or procure in accordance with Section 7 of this Contract;
- .8 the BREEAM assessor has provided a report confirming the assessed BREEAM rating of the Works is in compliance with the Contract Documents;
- .9 all information to enable the Principal Designer to issue the Health and Safety File has been provided and where and to the extent that the Contractor is responsible for providing the Health and Safety File, it is issued prior to practical completion;

- .10 all information to enable the EPC certificate to be issued has been provided and where and to the extent that the Contractor is responsible for providing the EPC certificate, it is issued prior to practical completion; and
- .11 any conditions required to be satisfied and information and/or documentation required to be provided in order to comply with the provisions of the Building Safety Act 2022 in force have been so satisfied or provided;
- .12 any other matters required to be satisfied or any other documentation required to be provided to the Employer or to the Architect/Contract Administrator prior to practical completion as set out in the Contract Documents have been so satisfied or provided.²

Delete in line 2: "complied sufficiently" and **replace** with: "complied"

Insert at the end of the clause:

"The Employer may at its discretion issue a Section Completion Certificate and/or the Practical Completion Certificate notwithstanding that parts of the Works remain to be completed and/or that final commissioning and adjustment of any installations remain to be completed. In such event, such incomplete work and/or commissioning and adjustment shall be set out in a schedule attached to the Section Completion Certificate and/or Practical Completion Certificate and completed as soon as reasonably practicable after the issue of the Section Completion Certificate and/or Practical Completion Certificate (as applicable)."

Liquidated damages for non-completion

2.23.1 **Delete** the wording and **insert** instead:

"Provided the Architect/Contract Administrator has issued a certificate pursuant to clause 2.22, the Employer may not later than 5 days before the final date for payment of the amount payable under clause 4.21 or (if applicable) 8.7.5, 8.8.2 or 8.12.4, give notice in writing to the Contractor in the terms set out in clause 2.23.2."

2.23.3 **Delete** "If" and **replace** with "Subject to 2.23.4, if"

2.23.3 **Amend** both references to "2.23.1.2" to: "2.23.1"

Insert new clause 2.23.4:

".4 For the avoidance of doubt, the Parties agree that the provisions in this clause 2.23 shall continue to apply in the event that this contract is terminated pursuant to clause 8.4 and notwithstanding that the Employer may have engaged another contractor to complete the Works."

Defects, etc. – Relevant Part

2.27 **Insert** at the end of the clause before the full stop:

", provided that the Architect/Contract Administrator shall not be required to issue that certificate earlier than the expiry of the Rectification Period for the Relevant Part"

Defects

Rectification

2.30 **Delete** text and **replace** with:

"2.30

² Consider and discuss with the client what practical completion requirements are needed.

- .1 Any defects, shrinkages or other faults in the Works or a Section (and any consequential damage to the remainder of the Works and their contents) which appear and are notified by the Architect/Contract Administrator to the Contractor not later than 14 days after the expiry of the Rectification Period or at any time during that period, and which are due to materials, goods or workmanship not in accordance with this Contract, shall at no cost to the to the Employer be made good by the Contractor in accordance with this Contract (including but not limited to, any procedures or timescales specified in the Contract Documents). To the extent that a timescale for rectification is not specified in the Contract Documents, the Contractor shall make good such defect shrinkage or other fault (and any consequential damage to the remainder of the Works and their contents) in accordance with the Employer's and/or Contract Administrator's reasonable instructions and in any event as soon as reasonably practicable.
- .2 The Contractor shall ensure that any Snagging Items are made good within 30] days of the issue of the Sectional Completion Certificate and/or Practical Completion Certificate (as applicable) or such other period as the Contractor and Employer may agree (acting reasonably).
- .3 If the Contractor fails to comply with any of its obligations to make good as required under clause 2.30.1 and/or clause 2.30.2 then, without prejudice to any other rights or remedies the Employer may have under this Contract, an appropriate deduction (to include the Employer's costs incurred for another contractor to make good and corresponding Employer's Agent's fees) may be made from the Contract Sum in respect of the Snagging Items, defects, shrinkages or other faults (and any consequential damage to the remainder of the Works and their contents) not made good and any shortfall shall be due to the Employer from the Contractor as a debt."

Certificate of making good

2.31 **Insert** to the end of the clause before the full stop:

" , provided that the Architect/Contract Administrator shall not be required to issue that certificate earlier than the expiry of the Rectification Period"

CPD Design Work

Copyright and Use

Delete clause 2.33.1 and 2.33.2 and **replace** with:

"The Intellectual Property Rights in all Materials prepared by or on behalf of the Contractor in relation to this Contract and the work executed from them remains the property of the Contractor. The Contractor hereby grants to the Employer an irrevocable, royalty free, non-exclusive licence to use and reproduce the Materials for any and all purposes connected with the construction, use, alterations or demolition of the Site. Such licence entitles the Employer to grant sub-licences to third parties in the same terms as this licence provided always that the Contractor shall not be liable to any licensee for any use of the Materials or the Intellectual Property Rights in the Materials for purposes other than those for which the same were originally prepared by or on behalf of the Contractor. Such licence shall enable the Employer to use the Contractor's Materials for the extension of the Project but such use shall not include a licence to reproduce the designs contained therein for any extension of the Project."

2.33.3 **Delete** "Contractor's Design Documents" and **replace** with "Material".

Insert new clauses 2.33.4 to 2.33.11:

- “.4 The Employer may assign, novate or otherwise transfer its rights and obligations under the licence granted pursuant to clause 2.41.2 to a Crown Body or to anybody (including

any private sector body) which performs or carries on any of the functions and/or activities that previously had been performed and/or carried on by the Employer.

- .5 In the event that the Contractor does not own the copyright or any Intellectual Property Rights in any Materials the Contractor shall use all reasonable endeavours to procure the right to grant such rights to the Employer to use any such copyright or Intellectual Property Rights from any third party owner of the copyright or Intellectual Property Rights. In the event that the Contractor is unable to procure the right to grant to the Employer in accordance with the foregoing the Contractor shall procure that the third party grants a direct licence to the Employer on industry acceptable terms.
- .6 The Contractor waives any moral right to be identified as author of the Materials in accordance with section 77, Copyright Designs and Patents Acts 1988 and any right not to have the Materials subjected to derogatory treatment in accordance with section 8 of that Act as against the Employer or any licensee or assignee of the Employer.
- .7 In the event that any act unauthorised by the Employer infringes a moral right of the Contractor in relation to the Materials the Contractor undertakes, if the Employer so requests and at the Employer's expense, to institute proceedings for infringement of the moral rights.
- .8 The Contractor warrants to the Employer that he has not granted and shall not (unless authorised by the Employer) grant any rights to any third party to use or otherwise exploit the Materials.
- .9 The Contractor shall supply copies of the Materials to the Architect/Contract Administrator and to the Employer's other contractors and consultants for no additional fee to the extent necessary to enable them to discharge their respective functions in relation to this Contract or related works.
- .10 After the termination or conclusion of the Contractor's employment hereunder, the Contractor shall supply the Architect/Contract Administrator with copies and/or computer discs of such of the Materials as the Architect/Contract Administrator may from time to time request and the Employer shall pay the Contractor's reasonable costs for producing such copies or discs.
- .11 In carrying out the Works the Contractor shall not infringe any Intellectual Property Rights of any third party. The Contractor shall indemnify the Employer against claims, proceedings, compensation and costs arising from an infringement or alleged infringement of the Intellectual Property Rights of any third party."

Design liabilities and limitation

2.34 **Delete** the whole clause, apart from its heading, and **replace** with the following:

"2.34

- .1 Without derogating from any other provision in this Contract, the Contractor warrants and undertakes to the Employer that:
 - .1 he has used and shall use the Standard of Care in:
 - .1 designing the CDP Works (including any design carried out by any Consultant or Sub-Contractor engaged by the Contractor and including any design contained in the Employer's Requirements);
 - .2 selecting goods, materials, plant and equipment for incorporation in the CDP Works;

- .2 the Works and all design and workmanship comprised therein shall be fully and properly carried out so as to meet the requirements of the Employer as set out in the Employer's Requirements;
- .3 the Works and all designs comprised therein shall comply with all Requisite Consents and Statutory Requirements.

Insert new clause 2.35:

“Compliance with Building Safety Laws

2.35 The Contractor warrants to the Employer that:

.1 neither it nor any of the Contractor's Persons has done, or permitted to be done, or will do or permit to be done, anything which:

.1 is in breach, or is likely to have been in breach of any Building Safety Laws;
or

.2 will result, or is likely to result, in the Employer being in breach of any Building Safety Laws; and

.2 it shall comply, and shall procure compliance by each of the Contractor's Persons with the Building Safety Laws.”

Insert new clause 2.36:

"Third Party Agreements

2.36

- .1 The Contractor shall be deemed to have read the Third Party Agreements at Schedule 12 of the Schedule of Amendments and to be fully aware of the obligations, risks and liabilities assumed by the Employer under them.
- .2 The Contractor shall have due regard to the Employer's obligations, liabilities and risks contained within the Third Party Agreements that relate to the carrying out of the Works as if they were expressly referred to in this Contract as obligations, liabilities and risks of the Contractor, all other things being equal.
- .3 The Contractor shall use reasonable skill and care to ensure that no act or default or omission on its part or on the part of any of the Contractor's Persons in relation to the performance by the Contractor of its obligations under this Contract shall cause, contribute or otherwise give rise to any breach by the Employer of any of its obligations under the Third Party Agreements.
- .4 The Contractor shall be responsible for any and all costs, expenses, liabilities, losses, claims and proceedings arising from any breach by the Employer of its obligations under the Third Party Agreements if and to the extent that such breach and such costs, expenses, liabilities, losses, claims or proceedings have been caused by any act default or omission on the Contractor's part or on the part of any Contractor's Persons.

Section 3 Control of the Works

Access and Representatives

Access for Architect/Contract Administrator

3.1 After "authorised by him" **insert**

"or the Employer (including, without limitation, any Beneficiary and/or their respective representatives)"

Replacement of Architect/Contract Administrator or Quantity Surveyor

3.4 **Delete** in clause 3.4.1 from "Except where the Employer is a Local or Public Authority" to the end of the clause, inclusive.

Sub-Contracting

Consent to sub-contracting

Insert new clause 3.5A:

"3.5A

.1 The Contractor shall ensure that no Consultant or Sub-Contractor commences work until a formal contract setting out the terms upon which the appointment/sub-contract services/works (each as applicable) are to be carried out (pursuant to clause 3.6) has been entered into (executed as a deed and properly completed) between the Contractor and the Consultant or Sub-Contractor. In the event that such services/works commence in default of this provision the Architect/Contract Administrator may in its complete discretion require that any such services/works cease forthwith until the appointment/sub-contract formalities are completed and the Contractor and not the Employer shall be held liable for any consequential delay to the Works.

.2 The Contractor shall ensure that:

.1 a redacted copy of each appointment/sub-contract (as applicable) with a Consultant or Sub-Contractor (from which the Contractor may delete the fees/sub-contract sum and the sum analysis information) validly executed by both the Contractor and the Consultant or Sub-Contractor; and

.2 a copy of the Consultant's or Sub-Contractor's current broker's verification letter of its professional indemnity and/or products liability insurance (as applicable) pursuant to clause 6.22; and

.3 a collateral warranty in favour of the Employer as set out in clause 7 validly executed by both the Contractor and the Consultant or Sub-Contractor (as applicable),

is provided by the Contractor to the Employer within 10 Business Days of entering into the appointment/sub-contract.

.3

Conditions of sub-contracting

3.6 **Delete** "Where considered appropriate, the Contractor shall engage the sub-contractor using the relevant version of the JCT Intermediate Building Sub-Contract" and **insert**

"The Contractor shall engage a Sub-Contractor on terms no less onerous than the terms in this Contract (as applicable to the sub-contract) and in particular (but not limited to) (i) in respect of the Contractor's obligations under clause 2.35 and (ii) the requirements for any Consultant and/or Sub-contractor collateral warranties set out in this Contract. The Employer shall be entitled to reject sub-contract conditions proposed by the Contractor that are unduly disadvantageous to the sub-contractor."

3.6.2.5 **Delete:** "the Rights Particulars provide" and **replace** with: "this Contract provides"

3.6.2.5.1 **Delete:** "if those particulars require"

3.6.2.5.2 **Delete** "14 days" and **replace** with: "10 Business Days"

3.6.2.5.3 **Delete** from "those of clause 2.18" to the end of the sub-clause (inclusive) and replace with:

"the requirements for any sub-contractor collateral warranty or third party rights set out in this Contract;"

Insert a new sub-clauses 3.6.2.6 to 3.2.6:

- .6 that each party to the sub-contract shall promptly co-operate and collaborate with eh Employer, Project Team and Building Safety Regulator to ensure compliance with the Building Safety Laws.;
- .7 a period for payment of the amount due to the sub-contractor not greater than 5 days after the final date for payment in this Contract. The amount due shall, but shall not be limited to, payment for work which the sub-contractor has completed from the previous application date up to the current application date of this Contract;
- .8 a provision requiring the sub-contractor to include in each subsubcontract the same requirement (including the requirement to flow down, except that period for payment is not to be greater than 9 days after the final date for payment in this Contract; and
- .9 a provision requiring the sub-contractor to assess the amount due to a subsubcontractor without taking into account the amount paid by the Contractor."

Insert new clause 3.6A

- .1 The Contractor shall take all reasonable steps to engage SMEs as sub-contractors and to seek to ensure that no less than the percentage of the sub-contractors stated in the Employer's Requirements (the "SME Percentage") are SMEs or that a similar proportion of the Contract Sum is undertake by SMEs.
- .2 The Contractor shall report to the Employer on a monthly basis the numbers of SMEs engaged as sub-contractors and the value of the Contract Sum that has been undertaken by SMEs.
- .3 Where available, the Contractor shall tender its sub-contracts using the same online portal as was provided by the Employer for the purposes of tendering this Contract."

Insert new clause 3.6B

- .1 The Contractor shall take all reasonable steps to employ apprentices, and report to the Employer the numbers of apprentices employed and the wider skills training provided, during the carrying out of the Works.
- .2 The Contractor shall take all reasonable steps to ensure that not less than the percentage of its employees stated in the Employer's Requirements (the "Apprenticeship Percentage") are on formal apprenticeship programmes.
- .3 The Contractor shall make available to its employees and sub-contractors working on the Contract, information about the Government's Apprenticeship programme and wider skills opportunities.

- .4 The Contractor shall provide any further skills training opportunities that are appropriate for its employees engaged in carrying out the Works.
- .5 The Contractor shall provide a written report detailing the following measures in its regular contract management monthly reporting cycle and be prepared to discuss apprenticeships at its regular meetings with the Architect/Contract Administrator:
- the number of people during the reporting period employed on the Contract, including support staff and sub-contractors;
 - the number of apprentices and number of new starts on apprenticeships directly initiated through this Contract;
 - the percentage of all employees taking part in an apprenticeship programme;
 - if applicable, an explanation from the Contractor as to why it is not managing to meet the Apprenticeship Percentage;
 - action being taken to improve the uptake of apprenticeships;
 - other training/skills development being undertaken by employees in relation to this Contract, including:
 - work experience placements for 14 to 16 year olds;
 - work experience / work trial placements for other ages;
 - student sandwich/gap year placements;
 - graduate placements;
 - vocational training;
 - basic skills training; and
 - on site training provision/facilities.”

Instructions requiring Variations

3.11.3 **Delete** clause and replace with: "Not used."

Instructions as to removal of work etc.

3.16.1 After "the removal from the site" **insert** "and/or rectification of".

CDM Regulations

3.18.1 **Delete** and **insert** "Number not used"

3.18.2.2 After "11F," in the first line, **insert** "11I,".

Delete "regulation" in the third line and **replace** with "regulations 11H and".

Delete the full stop at the end of sub-clause 3.18.3 and **replace** with a semi-colon. **Insert** new sub-clauses 3.18.4 to 3.18.7 (inclusive):

".4 the Contractor warrants that it is competent to fulfil the duties of a Principal Contractor and Principal Designer under the CDM Regulations and the Building Regulations in relation to the Works and has allocated or (as the case may be) will allocate adequate resources to enable it to comply with the provisions of this clause;

.5 the Contractor warrants that the Contractor's Persons are competent and shall remain competent to perform all duties and functions required to be performed by them under the CDM Regulations and the Building Regulations;

.6 as and when requested to do so by the Employer, the Contractor shall give to the Employer a written record of the steps taken under regulation 11E(2) of the Building Regulations when appointing each of the Contractor's Persons;

.7 where the Contractor is not the Principal Designer but is the Principal Contractor for the purposes of the CDM Regulations and the Principal Designer's appointment concludes before practical completion of the Works, the Contractor shall review, update and revise the health and safety file in accordance with regulations 12(8) to (10) of the CDM Regulations at no cost to the Employer and which shall not entitle the Contractor to an extension of time."

Section 4 Payment

Taxes

VAT

4.5.1 **Delete** clause 4.5.1 and **insert:**

"The Contract Sum is exclusive of VAT and, in relation to each payment to the Contractor for any supply made under this Contract:

- .1 the Contractor shall within two Business Days following the issue by Architect/Contract Administrator of a Payment Certificate, issue to the Employer an appropriate VAT invoice in respect of such supply, indicating whether or not the reverse charge applies to the supply; and
- .2 subject to the Contractor complying with clause 4.5.1.1 and unless the reverse charge applies, the Employer shall in addition pay to the Contractor the amount of any VAT properly chargeable in respect of such supply."

Insert new clause 4.5.3:

"4.5.3 The Employer confirms that, as at the date of this Contract, it is an End User of building and construction services for the purposes of section 55A VAT 1994 reverse charge. Accordingly, the Employer will not operate the reverse charge, and unless notified otherwise by the Employer, the Contractor shall issue VAT invoices to the Employer, including VAT charged at the appropriate rate, in respect of all payments due pursuant to this Contract."

Payments, Certificates and Notices – general provisions

Interim payments – calculation of sums due

4.9.1.2 **Insert** at the end of clause before the semi-colon:

"and provided that such materials and goods are reinstated at the Contractor's expense if they are at any time repossessed or taken away from the site by any supplier or sub-contractor claiming reservation of title in them"

4.9.3 **Delete** from "under clause 2.9 (*Levels*), 2.30 (*Rectification*)" until "or 6.17.2 (*Breach of Joint Fire Code – Remedial Measures*)" and insert "under this Contract"

Contractor's Payment Applications and Payment Notices

4.11.1 After "interim payment the Contractor" and "final payment," **delete** "may" and **insert** "shall"

Interim and final payments – final date and amount

4.12.1 **Delete** "14 days" and **insert** "28 days"

4.12.5 **Delete** "not later than 5 days" and **insert** "not later than 2 days"

4.12.6 At the end of the clause **insert**:

"Acceptance of a payment of interest under this clause 4.12.6 shall not in any circumstances be construed as a waiver either of any right to proper payment of the principal amount due or for the Contractor to suspend performance under clause 4.14 or to terminate the Contractor's employment under section 8. Interest under this clause 4.12.6 shall be a debt due from the payer to the other Party."

4.12.8 Where an interim payment or final payment includes a sum due to a Consultant and/or a Sub-Contractor in relation to the Works, the Contractor will within 10 Business Days of payment by the Employer, provide written confirmation from the Consultant or Sub-Contractor (as applicable) to the Employer that the sum due to the Consultant or Sub-Contractor (as applicable) has been discharged. Where the Contractor intends to pay less than the sum stated as being due to the Consultant or Sub-Contractor under the terms and conditions of its appointment/sub-contract, the Contractor will provide the Employer with a copy of each pay less notice thereunder.

Pay Less Notices and other general provisions

4.13.3 **Delete** wording and insert

".3 The Employer's interest in the percentage of the total value not included in the amounts of the interim payments to be certified under clause 4.8 and clause 4.9, shall be:

- .1 without fiduciary obligation to the Contractor or any third party;
- .2 without obligation to set aside in a separate bank account any amount representing that percentage; and
- .3 a full beneficial interest, including a full beneficial interest in any interest accruing on that percentage without obligation to account to the Contractor for any such interest.

Any right of the Employer to deduct or to set off any amount (whether arising under any term of this Contract or under any rule of law or equity) shall be exercisable against any monies due or to become due to the Contractor, whether or not such monies include or consist of the retention referred to in this clause."

Contractor's right of suspension

4.14.1 After "intention to suspend the performance of" **insert** "any or all of".

4.14.3 **Delete** "or on request" and, at the end of the clause, **insert** a new sentence:

"The Contractor shall, on request, submit such further details as are reasonably requested by or on behalf of the Employer."

Insert new clause 4.14.4:

".4 Where the Contractor exercises its right of suspension under clause 4.14.1, it shall ensure that:

- (a) the Works are suspended in an orderly fashion;
- (b) the site, the Works and the Site Materials are adequately protected; and

- (c) it maintains the insurances it is required to hold under this Contract throughout the period of suspension."

Loss and Expense

Matters materially affecting regular progress

4.15.1 After "subject to clause 4.15.2" insert "4.15.3, 4.15.4"

Insert new clause 4.15.3:

- ".3 Without affecting clause 4.15.2, no such entitlement arises and the Contractor shall not claim that such entitlement arises where any such loss and/or expense arises by reason of any error, omission, negligence or default of the Contractor or any Contractor's Persons (other than any amount that is recoverable by the Employer under a policy of insurance maintained in accordance with Insurance Option B or Insurance Option C, if applicable)."

Insert new clause 4.15.4:

- ".4 Notwithstanding any other provision of this Contract, no such entitlement arises and the Contractor shall not claim that such entitlement arises:
 - (i) unless the Contractor has made reasonable and proper efforts to prevent or minimise any disruption to the regular progress of the Works as aforesaid and to mitigate any direct loss and/or expense incurred by it; and/or
 - (ii) where any delay caused by a Relevant Matter is concurrent with another delay for which the Contractor is responsible."

Relevant Matters

4.17.2.4 **Insert** to the end of the sub-clause, before the semi-colon:

"other than instructions in relation to errors, omissions and inconsistencies in or between the Employer's Requirements, and the Contractor's Design Documents"

Reservation of Contractor's rights and remedies

4.19 **Delete** the word "The" from the start of this clause and substitute it with the following words:
"Reimbursement of the Contractor for loss and expense under clauses 4.15 to 4.18 shall be deemed to be full compensation for the Contractor in respect of the matter for which the compensation is paid and the Employer shall have no further liability to the Contractor in respect of such matter under this Contract or generally at law. Save as aforesaid, the"

Section 5 Variations

General

Definition of Variations

5.1 **Insert new** clause 5.1.3:

- ".3 without prejudice to the rest of this clause 5.1, an instruction from the Employer providing a new Third Party Agreement or, supplementing or amending an existing Third Party Agreement after the date of this Contract if the effect of which requires the Contractor to act in a way that increases its liability beyond that which was reasonably foreseeable at the date of this Contract.

Insert at the end of clause 5.1:

"Provided always that no alteration, modification of the design, quality or quantity of the Works or to such obligations or restraints as are referred to above shall be treated as a Variation requiring an adjustment to the Contract Sum or giving rise to an entitlement to an extension of time or an entitlement on the part of the Contractor to terminate this Contract insofar as it arises or is instructed as a result of or in consequence of any error, negligence, omission, default or breach on the part of the Contractor or any Contractor's Persons."

The Valuation Rules

Daywork

5.4 **Delete** "comprise:" and **insert**
"be based upon the rates entered into the schedule of provisional Daywork in the Contract Documents."]

Delete clauses 5.4.1 and 5.4.2 **excluding** the wording from "Provided that in any case" to "after the work has been executed" inclusive.

Change of conditions for other work

5.5 **Insert** at the end, before the full stop:

", provided always that such substantial change in the conditions does not arise by reason of any error, omission, negligence or default of the Contractor or of any of the Contractor's Persons"

Additional provisions

5.6 **Insert** new clause 5.6.3:

“.3 In the event that the Employer issues any instruction in relation to the omission of any work, and notwithstanding any other provision in this Contract to the contrary (and, in particular the provisions of clauses 5.2 to 5.7 inclusive), the Contractor shall not be entitled to claim for loss of profit or overheads as a consequence of the omission of any part of the Works.”

Section 6 Injury, Damage and Insurance

Personal Injury and Property Damage

Contractor's liability – personal injury or death

6.1 After "the carrying out of the Works" **insert** "or of any obligation pursuant to Section 2 or Section 3 of the Conditions".

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

6.2 After "the carrying out of the Works" **insert** "or of any obligation pursuant to Section 2 or Section 3 of the Conditions".

Insert new clause 6.2A:

"6.2A

.1 The Contractor shall at all times use reasonable endeavours to prevent from or in relation to the site (or as a consequence of the Works) any trespass, public or private nuisance or other actionable interference to the rights or activities of any adjoining or neighbouring landowner or occupier or any Statutory Provider. The Contractor shall be responsible for

and shall indemnify the Employer from and against any and all expenses, liabilities, losses, claims and proceedings whatsoever resulting from any such trespass, nuisance or interference. For the avoidance of doubt the Employer may issue to the Contractor such instructions as it considers necessary if any injunction is granted or Court Order is made against the Employer in consequence of any such trespass, nuisance or interference, but such instruction shall not be construed as a Variation.

- .2 Without prejudice to clauses 6.1, 6.2 and 6.2A.1, the Contractor shall use reasonable endeavours to ensure that there is no trespass by the Contractor or the Contractor's Persons (including the oversailing of a crane jib or the erection of a scaffold or hoarding) on or over any nearby property arising out of the Works and shall take all reasonable health and safety and other measures to prevent damage or injury to any persons including the occupiers of nearby property and members of the public. If carrying out the Works or any obligation under Section 2 or Section 3 of the Conditions would otherwise be an act of trespass, the Contractor shall at no cost to the Employer obtain the prior written agreement of the owners or occupiers of any nearby property to that act. That agreement shall be subject to the Employer's approval before its completion. The Contractor shall comply with any condition or obligation contained in that agreement, at no cost to the Employer, and shall not be entitled to any extension of time as a result of any condition or obligation contained in that agreement."

Insurance against Personal Injury and Property Damage

Contractor's insurance of its liability

6.4.1 After "effect and maintain" **insert** "(with the name of the Employer shown as additional insured)".

Insurance of the Works and Existing Structures

Related definitions

6.8 **Insert** in definition of Joint Names Policy, after "the Contractor":

"and any other persons as the Employer may reasonably require including, but without limitation, any Funder"

Loss or damage – insurance claims and reinstatement

6.13.5.3 At the end of the clause **amend** "." to ";

Insert new clause 6.13.5.5:

".5 the Employer is entitled deduct the amount of the policy excess and/or other deductible that the insurer applies to a claim under such insurance ("Deductibles") from any sum due to the Contractor under this Contract. In the alternative, the Employer shall be entitled to recover the Deductibles from the Contractor as a debt."

Joint Fire Code – Compliance

Breach of Joint Fire Code – Remedial Measures

6.17.1.2 **Insert** at the end of the first sentence before the full stop:

", provided always that, if the Remedial Measures were specified by reason of any error, omission, negligence or default of the Contractor or the Contractor's Persons, then the Contractor shall not be entitled to any addition to the Contract Sum or any other payment in connection with those instructions and shall not be entitled to any extension of time fixing a later date as the Completion Date for the Works"

Insert in the final sentence, after "Save to the extent that they relate to the Contractor's Designed Portion":

"and provided always that the Remedial Measures were not specified by reason of any error, omission, negligence or default of the Contractor or the Contractor's Persons,"

CDP Professional Indemnity Insurance

Obligation to insure

6.19 **Delete** the wording and **replace** with:

"6.19

- .1 The Contractor shall maintain professional indemnity insurance as set out in the Contract Particulars for a period beginning on the date of this Contract and continuing for the period of its liability in respect of the Works, provided that (subject to clause 6.20) such insurance is available at reasonable rates and terms.
- .2 The Contractor acknowledges and agrees that any increased or additional premium required by insurers for the insurance referred to in clause 6.19.1 because of the Contractor's claims record or other acts, omissions, matters or things particular to the Contractor, shall be deemed to be within reasonable rates and terms.
- .3 The Contractor shall not compromise, settle or waive any insurance claim which it may have in respect of any professional liability under this Contract without the prior consent of the Employer, provided that nothing in this clause precludes the Contractor's insurers from taking over (in the name of the Contractor) the defence of any claim made by the Employer under this Contract and (in that capacity) from conducting and settling it as they see fit.
- .4 As and when reasonably requested to do so by the Employer, the Contractor shall produce for inspection documentary evidence that such insurance is being maintained."

Increased Cost and non-availability

6.20 **Delete** "commercially"

After "available at reasonable rates" **insert**

"and terms or at all or if there is any material reduction in the scope or level of cover offered by such insurance".

At the end before the full stop **insert**

", but in any event shall take out and maintain insurance at the next highest level to that set out in the Contract Particulars available at reasonable rates"

Insert new clauses 6.21 and 6.22:

"6.21 The Contractor shall co-operate fully with any measures reasonably required by the Employer, including:

- .1 completing any proposals for insurance and associated documents; or
- .2 maintaining insurance at rates above reasonable commercial rates, if the Employer reimburses the Contractor for the net cost of that insurance above reasonable commercial rates.

6.22 The Contractor shall procure that each Consultant and Sub-Contractor maintains professional indemnity insurance and/or product liability insurance (as applicable) in the amounts to be agreed by the Employer beginning on the date of commencement of its

services/works under its respective sub-contract/appointment and continuing for the period of the Consultant's and/or Sub-Contractor's liability in respect of its services/works. As provided under clause 3.5A and when reasonably requested to do so by the Employer, the Contractor shall produce for inspection documentary evidence that such insurance is being maintained."

Section 7 Assignment, Performance Bonds and Guarantees and Collateral Warranties

Assignment

7.1 **Delete** wording and **replace** with:

"7.1

- .1 The Employer may assign or otherwise transfer the benefit of this Contract to any person taking an interest in the Works or the completed Works. In this Contract the term "Employer" shall be construed accordingly.
- .2 Without prejudice to clause 7.1.1, the Employer may charge, or assign by way of security, the benefit of this Contract to any Funder (and the Funder may reassign the benefit of this Contract to the Employer on redemption of that security).
- .3 The Employer shall notify the Contractor of any assignment within 10 Business Days. If the Employer fails to do this, the assignment shall still be valid.
- .4 The Contractor shall not contend that any person to whom the benefit of this Contract is assigned under this clause 7.1 may not recover any sum under this Contract because that person is an assignee and not a named party to this Contract.
- .5 The Contractor shall not assign or charge the benefit of this Contract or any right arising under it without the Employer's prior written consent, which the Employer may withhold at its absolute discretion."

Performance Bonds and Guarantees

7.2 **Delete**: the words "whichever of the following the Contract Particulars state as being required"

7.2.1 **After** "a performance bond or guarantee" **insert** "in the form at Schedule 8 of the Schedule of Amendments"

7.2.2 **After** "a guarantee by the Contractor's parent company" **insert** "in the form at Schedule 7 of the Schedule of Amendments".

Delete ";" and **replace** with "."

Delete from "any such bond or guarantee" to the end of the clause (inclusive).

Collateral Warranties

Delete existing clauses 7.3 to 7.8 (inclusive) and **replace** with:

"Contractor's collateral warranty and third party rights

7.3

- .1 Within 10 Business Days of a request from the Employer, the Contractor shall execute and deliver a deed or deeds of collateral warranty in favour of a Beneficiary in the form set out in Schedule 9 of the Schedule of Amendments.

Sub-Contractor collateral warranties and third party rights

7.4

- .1 The Contractor shall ensure that each Sub-Contractor has executed and delivered a deed of collateral warranty in favour of the Employer as set out in clause 3.5A, in the form set out in Schedule 10 of the Schedule of Amendments.
- .2 Within 15 Business Days of a request from the Employer, the Contractor shall procure and deliver a deed of collateral warranty in favour of a Beneficiary from any Sub-Contractor then appointed, in the form set out in Schedule 10 of the Schedule of Amendments.
- .3 If any deed of collateral warranty provided by a Sub-Contractor requires execution by the Contractor, the Contractor shall execute and deliver the collateral warranty to the Employer within the time limits set out in this Contract.

Execution of performance bond or guarantee, guarantee by the Contractor's parent company and collateral warranties

7.8

- .1 The Contractor's obligations under clauses 7.2 to 7.7 shall continue notwithstanding the termination of this Contract, or the termination of the Contractor's employment hereunder, and the Contractor shall ensure that the obligation of any Sub-Contractor under clause 7.4 or of any Consultant under clause 7.5 shall also continue notwithstanding the termination of their appointment/sub-contract, or the termination of their employment thereunder, in either case for any reason whatsoever, including (without limitation) breach by the Contractor.
- .2 Notwithstanding any other provision in the Contract, if the Contractor is in breach of its obligations under this clause 7 the Employer may withhold payment of £10,000 (ten thousand pounds) in respect of each guarantee bond or guarantee by the Contractor's parent company or collateral warranty the Contractor is required to provide, from any sum which has or may become due to the Contractor under this Contract until such time as such document has been provided to the Employer as set out in this clause 7."

Insert new clause 7.9:

"Novation of this Contract to another Employer and/or Contractor

- 7.9 If required by the Employer, the Contractor shall on receipt of a deed of novation from the Employer (in a form to be agreed by the Parties acting reasonably), within 15 Business Days execute and return the deed of novation to the Employer. The Employer's rights under this clause 7.9 shall continue after the Contractor's appointment under this Contract has concluded or terminated."

Section 8 Termination

Termination by Employer

Meaning of insolvency

Insert new clause 8.1.5:

"8.1.5 in relation to the Contractor:

- .1 a court order is made under section 901C(1) of the Companies Act 2006 in relation to the Contractor (order summoning meeting relating to compromise or arrangement);
- .2 a voluntary arrangement approved under Part 1 of the Insolvency Act 1986 takes effect in relation to the Contractor;

- .3 he commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors;
- .4 a meeting of its creditors is called (whether or not that meeting takes place) for the purpose of considering that it would be wound-up voluntarily (other than voluntary winding-up whilst solvent for the purposes of and followed by a solvent reconstruction or amalgamation) or a resolution is passed that it be wound up or a petition for its winding up is presented to the Court;
- .5 it gives notice of an intention to appoint an administrator and/or enter into administration or it enters into administration;
- .6 an application is made for the appointment of an administrative receiver or manager or receiver (as referred to in clause 8.1.1.2) or a proposal is made which could result in such an application or an administrative receiver is appointed;
- .7 it gives notice that it has or intends to cease trading; or
- .8 a provisional liquidator is appointed or it goes into liquidation."

Default by Contractor

8.4.1.3 After "requiring it to remove" **insert** "or rectify".

Insolvency of Contractor

8.5.1 **Delete** wording and **replace** with:

"This Contract will terminate automatically in the event that the Contractor is Insolvent."

8.5.3 **Delete** ", whether or not the Employer has given such notice of termination"

8.5.3.1 **Delete** "as if such notice had been given"]

Delete "clauses 8.7.3 to 8.7.6 and (if relevant clause 8.8" and insert: "clause 8.7.3".

8.5.3.3 After "the Employer may" **insert** ", at the Contractor's expense,"

Insert new clause 8.5A:

"Novation of this Contract to a new contractor

8.5 A If the Contractor is Insolvent, the Contractor shall co-operate fully with any measures reasonably required by the Employer to novate this Contract to a replacement contractor including (but not limited to) procuring that the Contractor's administrator or other insolvency practitioner executes and delivers to the Employer a Novation Agreement in its capacity to act on the Contractor's behalf in a form to be agreed between the parties, each acting reasonably."

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

8.6 **Insert** after "or acting on its behalf": "or associated with him,"

Insert at the end of the clause, after the full stop:

"For the purpose of this clause 8.6, whether a person is associated with another person shall be determined in accordance with section 8 of the Bribery Act 2010 and a person associated with the Contractor includes, but is not limited to, any sub-contractor of the Contractor."

Consequences of termination under clauses 8.4 to 8.6

8.7.1 After "the Employer may" **insert** "at the Contractor's expense"

8.7.2 After "the Contractor shall" **insert** "at the Contractor's expense"

Termination by Contractor

Default by Employer

8.9.1.2 **Delete** and **insert** "Number not used".

8.9.1.3 **Delete** and **insert** "Number not used"

Insolvency of Employer

Insert new clause 8.10A:

"Novation of this Contract to a new employer

8.10A If the Employer is Insolvent, the Contractor shall co-operate fully with any measures reasonably required by the Employer's administrator or other insolvency practitioner to novate this Contract to a replacement employer including (but not limited to) executing and delivering to the Employer's administrator or other insolvency practitioner a Novation agreement."

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

8.11.1.1 Amend "force majeure" to "Force Majeure"

8.11.1.5 Delete and insert "Number not used"

Section 9 Settlement of Disputes

Notification of negotiation of disputes

9.1 **Insert** the following wording before the full stop at the end of clause 9.1:

"except where urgent steps are necessary to preserve the interests of one or other of the Parties."

Mediation

9.2 **Delete** wording and **replace** with:

"Before any dispute under or in connection with this Contract is referred to the Court or to arbitration (if applicable) the Parties shall meet on a without prejudice basis or alternatively seek to resolve their differences by mediation. The Parties agree that the Court (or the arbitrator, as appropriate) may stay proceedings to allow negotiations or mediation to take place and that if (contrary to the requirements of this clause) proceedings are issued, then proceedings shall be stayed on the application of either Party to allow the Parties to meet on a without prejudice basis or mediate, except in exceptional circumstances where urgent steps are necessary to preserve the interests of one or other of the Parties."

9.3 Adjudication

Insert new sub-clauses in clause 9.3:

".3 The Parties agree that the Adjudicator may adjudicate at the same time on more than one dispute under the same contract.

- .4 The Adjudicator shall give reasons for its decision and shall deliver its decision to the Parties as soon as practicable and within 2 Business Days of making its decision.
- .5 The Adjudicator shall notify the Contractor and the Employer as soon as practicable, if it becomes aware that it has any interest in the Works, the subject matter of the adjudication, or the Parties."

Insert new Sections:

"Section 10 Safety and Security

Safety and Security

10

- .1 The Contractor shall throughout the progress of the Works:-
 - .1 take full responsibility for the safety of all persons upon the site of the Works; and
 - .2 keep the Works (so far as the same are not occupied by the Employer) in an orderly state in order to avoid danger to such persons; and
 - .3 in connection with the Works provide and maintain at its own cost all lights, guards, fencing and warning signs when and where necessary or as required by the Employer or by any competent statutory or other authority for the protection of the Works or for the safety or convenience of the public or others.
- .2 Without prejudice to its other obligations under the terms of this Contract, the Contractor shall comply with and shall procure that its employees or agents or any sub-contractor (of any tier) or supplier (of any tier) or their employees or agents and others on the site shall comply with all their respective duties and obligations under all legislation and other requirements having the force of law relating to the health, safety and conduct of construction operations.
- .3 The Contractor shall indemnify the Employer in respect of any liability, loss, claim or proceedings of whatsoever nature arising out of or in connection with any breach of the duties and obligations referred to in clause 10.2.
- .4 The Contractor shall ensure that the Works shall be kept secure at all times including, as fully as may reasonably and properly be practicable, against unauthorised entry.
- .5 Except with the written permission of the Employer (such permission to be given when necessary for the execution of the Works and subject to such terms as may be imposed) the Contractor shall not be permitted to enter any other building or lands of the Employer other than the site of the Works and the Contractor shall warn its employees sub-contractors and suppliers that any person found within those premises without authority is liable to be removed from the Works.
- .6 The Contractor shall:
 - .1 take all reasonable precautions to prevent any nuisance or inconvenience to the owners, tenants or occupiers of other premises upon or in the locality of the site of the Works and to the public generally, including measures to reduce the nuisance from noise, dust, smell, fumes and vibration during the carrying out of the Works;
 - .2 ensure that the access to the site of the Works is unobstructed at all times and that there is no interference with or obstruction of any vehicles using the site of the Works in order to gain access to other premises; and
 - .3 at all times cooperate with and not interfere with or obstruct any other contractor engaged by the Employer to perform other works on or in the vicinity of the site of the Works."

"Section 11 Key Performance Indicators

Key Performance Indicators

11

- .1 The Key Performance Indicators ("KPIs") are as set out at Schedule 17 of the Schedule of Amendments.
- .2 The Contractor agrees –
 - .1 that its performance in carrying out and completing the Works will be measured against the KPIs;
 - .2 that it will fully co-operate with and assist the Employer in operating the performance review and monitoring regime in this clause 11;
 - .3 that it will strive to achieve the KPIs;
 - .4 that it will seek continuously to improve its performance in meeting the KPIs;
 - .5 that it will provide reports on its performance against the KPIs in accordance with the provisions of this clause 11; and
 - .6 that it will participate in performance review meetings as set out in this clause 11 or as agreed from time to time.
- .3 The Contractor will submit information about its performance in relation to the KPIs on a monthly basis.
- .4 The performance of the Contractor against each of the KPIs shall be scored in accordance with Schedule 17 of the Schedule of Amendments on a monthly basis.
- .5 The Contractor will attend monitoring meetings with the Employer on dates to be advised by the Employer. The frequency of such meetings is to be mutually agreed. The purpose of such meetings will be to review performance against the KPIs and any related matters. The Employer may also (at its discretion) require the Contractor to attend such other meetings as the Employer deems appropriate to address any specific performance issues.
- .6 In carrying out the activities set out in clause 11.2 above and in providing information in connection with its performance against the KPIs, the Contractor will act in a spirit of transparency, partnering and collaboration with the Employer, and in particular will not withhold or conceal (or seek to withhold or conceal) any relevant information from the Employer concerning the performance of the Contract or the Contractor's performance against the KPIs.

Section 12: Not used "Section 13 Data Protection

Data Protection

13

- .1 The Employer and the Contractor shall comply with the provisions of Schedule 20."

"Section 14 Freedom of Information

Freedom of Information

14

- .1 The Contractor acknowledges that unless the Architect/Contract Administrator has notified the Contractor that the Employer is exempt from the provisions of the FOIA, the Employer is subject to the requirements of the Code of Practice on Government Information, FOIA and the Environmental Information Regulations. The Contractor shall co-operate with and assist the Employer so as to enable the Employer to comply with its information disclosure obligations.
- .2 The Contractor shall:
 - .1 transfer to the Architect/Contract Administrator all Requests for Information that it receives as soon as practicable and in any event within two Business Days of receiving a Request for Information;
 - .2 provide the Architect/Contract Administrator with a copy of all Information in its possession, or power in the form that the Architect/Contract Administrator shall require within five Business Days (or such other period as the Architect/Contract Administrator may specify) of the Architect/Contract Administrator's request;
 - .3 provide all necessary assistance as reasonably requested by the Architect/Contract Administrator to enable the Employer to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations; and
 - .4 procures that its sub-contractors do likewise.
- .3 The Employer is responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the provisions of the Code of Practice on Government Information, FOIA or the Environmental Information Regulations.
- .4 The Contractor shall not respond directly to a Request for Information unless authorised to do so by the Architect/Contract Administrator.
- .5 The Contractor acknowledges that the Employer may, acting in accordance with the Department of Constitutional Affairs' Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of information Act 2000, be obliged to disclose Information without consulting or obtaining consent from the Contractor or despite the Contractor having expressed negative views when consulted.
- .6 The Contractor shall ensure that all Information is retained for disclosure for twelve years where this Contract is executed as a deed or six years where this Contract is executed under hand and shall permit the Architect/Contract Administrator to inspect such records as and when reasonably requested from time to time."

"Section 15 Tax Compliance

Tax Compliance

15

- .1 The Contractor represents and warrants that as at the date of this Contract, it has notified the Employer in writing of any Occasions of Tax Non-Compliance or any litigation that it is involved in that is in connection with any Occasions of Tax Non-Compliance.

- .2 If, at any point prior to the end of the Rectification Period, an Occasion of Tax Non-Compliance occurs, the Contractor shall:
 - .1 notify the Employer in writing of such fact within 5 days of its occurrence; and
 - .2 promptly provide to the Employer:
 - .1 details of the steps which the Contractor is taking to address the Occasions of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors that it considers relevant; and
 - .2 such other information in relation to the Occasion of Tax Non-Compliance as the Employer may reasonably require.”

“Section 16 Confidentiality and Information Sharing

Confidentiality and Information Sharing

16

- .1 Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this Contract, each party shall:
 - .1 treat the other party's Confidential Information as confidential and safeguard it accordingly; and
 - .2 not disclose the other party's Confidential Information to any other person without prior written consent; and
 - .3 immediately notify the other Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information; and
 - .4 notify the Serious Fraud Office where the Recipient Party has reasonable grounds to believe that the other Party is involved in activity that may be a criminal offence under the Bribery Act 2010.
- .2 The clause above shall not apply to the extent that:
 - .1 such disclosure is a requirement of the law of the contract placed upon the party making the disclosure, including any requirements for disclosure under the FOIA or the Environmental Information Regulations pursuant to section 14 (Freedom of Information);
 - .2 such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
 - .3 such information was obtained from a third party without obligation of confidentiality;
 - .4 such information was already in the public domain at the time of disclosure otherwise than by a breach of this Contract; or
 - .5 it is independently developed without access to the other party's Confidential Information.
- .3 The Contractor may only disclose the Employer's Confidential Information to Contractor's Persons who are directly involved in the carrying out of the Works and who need to know the information, and shall ensure that such Contractor's Persons are aware of and shall comply with these obligations as to confidentiality.

- .4 The Contractor shall not, and shall procure that the Contractor's Persons do not, use any of the Employer's Confidential Information received otherwise than for the purposes of this Contract.
- .5 The Contractor may only disclose the Employer's Confidential Information to Contractor's Persons who need to know the information, and shall ensure that such Contractor's Persons are aware of, acknowledge the importance of, and comply with these obligations as to confidentiality. In the event that any default, act or omission of any Contractor's Persons causes or contributes (or could cause or contribute) to the Contractor breaching its obligations as to confidentiality under or in connection with this Contract, the Contractor shall take such action as may be appropriate in the circumstances, including the use of disciplinary procedures in serious cases. To the fullest extent permitted by its own obligations of confidentiality to any Contractor Personnel, the Contractor shall provide such evidence to the Employer as the Employer may reasonably require (though not so as to risk compromising or prejudicing the case) to demonstrate that the Contractor is taking appropriate steps to comply with this clause, including copies of any written communications to and/or from Contractor's Persons, and any minutes of meetings and any other records which provide an audit trail of any discussions or exchanges with Contractor's Persons in connection with obligations as to confidentiality.
- .6 At the written request of the Employer, the Contractor shall procure that those members of the Contractor's Persons identified in the Employer's notice signs a confidentiality undertaking prior to commencing any work in accordance with this Contract.
- .7 Nothing in this Contract shall prevent the Employer from disclosing the Contractor's Confidential Information:
 - .1 to any Crown Body or any other Contracting Bodies. All Crown Bodies or Contracting Bodies receiving such Confidential Information shall be entitled to further disclose the Confidential Information to other Crown Bodies or other Contracting Bodies on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any Crown Body or any Contracting Body;
 - .2 to a professional adviser, contractor, consultant, supplier or other person engaged by the Employer or any Crown Body (including any benchmarking organisation) for any purpose connected with this Contract or any person conducting an Office of Government Commerce Gateway Review;
 - .3 for the purpose of the examination and certification of the Employer's accounts;
 - .4 for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Employer has used its resources;
 - .5 for the purpose of the exercise of its rights under this Contract; or
 - .6 to a proposed successor body of the Employer in connection with any assignment, novation or disposal of any of its rights, obligations or liabilities under this Contract,and for the purposes of the foregoing, disclosure of the Contractor's Confidential Information shall be on a confidential basis and subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Employer under this section 16.
- .8 The Employer shall use all reasonable endeavours to ensure that any government department, Contracting Body, employee, third party or sub-contractor to whom the Contractor's Confidential Information is disclosed pursuant to the above clause is made aware of the Employer's obligations of confidentiality.

- .9 Nothing in this clause shall prevent either party from using any techniques, ideas or know-how gained during the performance of the Contract in the course of its normal business to the extent that this use does not result in a disclosure of the other party's Confidential Information or an infringement of IPR.
- .10 The Employer may disclose the Confidential Information of the Contractor:
 - .1 to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;
 - .2 to the extent that the Employer (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions.”

“Section 17 Security Requirements

Security Requirements

17

- .1 The Contractor shall comply with, and procure the compliance of the Contractor's Persons, with:
 - .1 the Security Policy and Security Management Plan and the Contractor shall ensure that the Security Management Plan produces by the Contractor fully complies with the Security Policy;
 - .2 the provisions of Schedule 21.”

“Section 18 Prevention of Fraud and Bribery

Prevention of Fraud and Bribery

18

- .1 The Contractor represents and warrants that neither it, nor to the best of its knowledge any of its employees, have at any time prior to the date of this Contract:
 - .1 committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act; and/or
 - .2 been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.
- .2 During the carrying out of the Works the Contractor shall not:
 - .1 commit a Prohibited Act; and/or
 - .2 do or suffer anything to be done which would cause the Employer or any of the Employer's employees, consultants, contractors, sub-contractors or agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements
- .3 During the carrying out of the Works the Contractor shall:
 - .1 establish, maintain and enforce, and require that its sub-contractors establish, maintain and enforce, policies and procedures which are adequate to ensure

- compliance with the Relevant Requirements and prevent the occurrence of a Prohibited Act;
- .2 keep appropriate records of its compliance with this Contract and make such records available to the Employer on request;
 - .3 provide and maintain and where appropriate enforce an anti-bribery policy (which shall be disclosed to the Employer on request) to prevent it and any Contractor's employees or any person acting on the Contractor's behalf from committing a Prohibited Act.
- .4 The Contractor shall notify the Employer immediately in writing if it becomes aware of any breach of clause 18.1, or has reason to believe that it has or any of the its employees or sub-contractors have:
- .1 been subject to an investigation or prosecution which relates to an alleged Prohibited Act;
 - .2 been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act; and/or
 - .3 received a request or demand for any undue financial or other advantage of any kind in connection with the performance of this Contract or otherwise suspects that any person or Party directly or indirectly connected with this Contract has committed or attempted to commit a Prohibited Act.
- .5 If the Contractor shall make a notification to the Employer pursuant to clause 18.4, the Contractor shall respond promptly to the Employer's enquiries, co-operate with any investigation, and allow the Employer to audit any books, records and/or any other relevant documentation in accordance with this Contract.
- .6 If the Contractor breaches Clause 18.3, the Employer may by notice require the Contractor to remove from carrying out the Works any Contractor's Person whose acts or omissions have caused the Contractor's breach."

"Section 19 Cyber Essentials

Cyber Essentials

19

- .1 The Employer and the Contractor shall comply with the provisions of Schedule 22."

SCHEDULES

Schedule 1 Insurance Options³

Schedule 2 Named Sub-Contractors

"Not used"

Schedule 3 Forms of Bonds

Form of Parent Company Guarantee to be agreed between the parties.

Schedule 4 Supplemental Provisions

This Contract incorporates Schedule 4 amended as follows:

Paragraph 2.2:

After "The Contractor shall" **insert** "at its own cost".

Before the full stop **insert** "together with such other information as the Employer may reasonably request"

Delete paragraphs 3.1 to 3.3 inclusive and **replace** with "Not used"

Schedule 5 Design Submission Procedure

Insert new schedules 6 – 19:

Schedule 6 Form of Deed of Novation

Insert form of Deed of Novation – To be agreed between the parties

Schedule 7 Form of Parent Company Guarantee

To be agreed between the parties.

Schedule 8 Form of Performance Bond or Guarantee

Not used

Schedule 9 Form of Contractor's Deed of Collateral Warranty

To be agreed between the parties

Schedule 10 Form of Sub-Contractor's Deed of Collateral Warranty

- Not required.

Schedule 11 Consultants

Not used

Schedule 12 Third Party Agreements

Not used.

Schedule 13 Anti-slavery Policy

Not used

³ Consideration should be given as to whether this provisions of this Schedule 1 need to be amended.

Schedule 14 BIM Information Requirements and BIM Model Production and Delivery Table

Not used

Schedule 15 Confidentiality Agreement

Not used

Schedule 16 Third Party Rights

Not used

Schedule 17 Key Performance Indicators

Not used

Schedule 18 Community Benefits Plan

Not used

Schedule 19 Materials and Goods provided by Employer

Not used

Schedule 20 Data Protection Schedule

The following definitions shall apply to this Schedule 20

“Agreement”: this contract;

“Processor Personnel”: means all directors, officers, employees, agents, consultants and contractors of the Processor and/or of any Sub-processor engaged in the performance of its obligations under this Agreement

GDPR CLAUSE DEFINITIONS:

“Data Protection Legislation”: (i) the GDPR, the LED and any applicable national implementing laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to processing of Personal Data and privacy; (iii) all applicable law about the processing of Personal Data and privacy;

“Data Protection Impact Assessment”: an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.

“Controller”, “Processor”, “Data Subject”, “Personal Data”, “Personal Data Breach”, “Data Protection Officer” take the meaning given in the GDPR.

“Data Loss Event”: any event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.

“Data Subject Request”: a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.

“DPA 2018”: Data Protection Act 2018

“GDPR”: the General Data Protection Regulation (Regulation (EU) 2016/679)

“Joint Controllers”: where two or more Controllers jointly determine the purposes and means of processing

“LED”: Law Enforcement Directive (Directive (EU) 2016/680)

“Protective Measures”: appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it including those outlined in Schedule 21 (Security).

“Sub-processor”: any third party appointed to process Personal Data on behalf of that Processor related to this Agreement

1. DATA PROTECTION

- 1.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Employer is the Controller and the Contractor is the Processor unless otherwise specified in Schedule 20. The only processing that the Processor is authorised to do is listed in this Schedule 20 by the Controller and may not be determined by the Processor.
- 1.2 The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.
- 1.3 The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Controller, include:
 - (a) a systematic description of the envisaged processing operations and the purpose of the processing;
 - (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
 - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 1.4 The Processor shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:
 - (a) process that Personal Data only in accordance with Schedule 20 Annex A, unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Controller before processing the Personal Data unless prohibited by Law;
 - (b) ensure that it has in place Protective Measures, are appropriate to protect against a Data Loss Event, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures), having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and

(iv) cost of implementing any measures;

(c) ensure that:

(i) the Processor Personnel do not process Personal Data except in accordance with this Agreement (and in particular Schedule 20 Annex A);

(ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:

(A) are aware of and comply with the Processor's duties under this clause;

(B) Sub-processors are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;

(C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Controller or as otherwise permitted by this Agreement; and

(D) have undergone adequate training in the use, care, protection and handling of Personal Data; and

(d) not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:

(i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Controller;

(ii) the Data Subject has enforceable rights and effective legal remedies;

(iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and

(iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;

(e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Agreement unless the Processor is required by Law to retain the Personal Data.

1.5 Subject to clause 1.6, the Processor shall notify the Controller immediately if it:

(a) receives a Data Subject Request (or purported Data Subject Request);

(b) receives a request to rectify, block or erase any Personal Data;

(c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;

(d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;

- (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - (f) becomes aware of a Data Loss Event.
- 1.6 The Processor's obligation to notify under clause 1.5 shall include the provision of further information to the Controller in phases, as details become available.
- 1.7 Taking into account the nature of the processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 1.5 (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:
 - (a) the Controller with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Controller to enable the Controller to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Controller following any Data Loss Event;
 - (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
- 1.8 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
 - (a) the Controller determines that the processing is not occasional;
 - (b) the Controller determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; or
 - (c) the Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 1.9 The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
- 1.10 Each Party shall designate its own Data Protection Officer if required by the Data Protection Legislation.
- 1.11 Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Processor must:
 - (a) notify the Controller in writing of the intended Sub-processor and processing;
 - (b) obtain the written consent of the Controller;
 - (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this schedule 20 such that they apply to the Sub-processor; and

- (d) provide the Controller with such information regarding the Sub-processor as the Controller may reasonably require.
- 1.12 The Processor shall remain fully liable for all acts or omissions of any of its Sub-processors.
- 1.13 The Controller may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).
- 1.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Controller may on not less than 30 Working Days' notice to the Processor amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.
- 1.15 Where the Parties include two or more Joint Controllers as identified in Schedule 20 in accordance with GDPR Article 26, those Parties shall enter into a Joint Controller Agreement based on the terms outlined in Schedule 20 in replacement of Clauses 1.1-1.14 for the Personal Data under Joint Control.

Schedule 21 Security Provisions

1. SECURITY PROVISIONS

1.1 Definitions

For the purposes of this schedule the following terms shall have the meanings given below:

"Affiliates"	in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control with, that body corporate from time to time;
"Breach of Security"	in accordance with the Security Requirements and the Security Policy, the occurrence of: <ul style="list-style-type: none"> (a) any unauthorised access to or use of the Works, the Employer Premises, the Sites, the Contractor System and/or any ICT, information or data (including the Confidential Information and the Employer Data) used by the Employer and/or the Contractor in connection with this Contract; and/or (b) the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Employer Data), including any copies of such information or data, used by the Employer and/or the Contractor in connection with this Contract.
"Clearance"	means national security clearance and employment checks undertaken by and/or obtained from the Defence Vetting Agency;
"Contractor Equipment"	the hardware, computer and telecoms devices and equipment supplied by the Contractor or its sub-contractors (but not hired, leased or loaned from the Employer) for the carrying out of the Works;
"Contractor Software"	software which is proprietary to the Contractor, including software which is or will be used by the

"Contractor System"	Contractor for the purposes of carrying out of the Works; the information and communications technology system used by the Contractor in carrying out of the Works including the Software, the Contractor Equipment and related cabling (but excluding the Employer System);
"Control"	means that a person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and "Controls" and "Controlled" shall be interpreted accordingly;
"Default"	any breach of the obligations of the relevant party (including but not limited to fundamental breach or breach of a fundamental term) or any other default, act, omission, negligence or statement of the relevant party, its employees, servants, agents or sub-contractors in connection with or in relation to the subject matter of this Contract and in respect of which such party is liable to the other;
"Dispute Resolution Procedure"	the dispute resolution procedure set out in this Contract (if any) or as agreed between the parties;
"Employer Premises"	means premises owned, controlled or occupied by the Employer or its Affiliates which are made available for use by the Contractor or its sub-contractors for carrying out of the Works (or any of them) on the terms set out in this Contract or any separate agreement or licence;
"Employer System"	the Employer's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Employer or the Contractor in connection with this Contract which is owned by or licensed to the Employer by a third party and which interfaces with the Contractor System or which is necessary for the Employer to benefit from the Works;
"Environmental Regulations"	Information the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issues by the Information Commissioner or relevant Government Department in relation to such regulations;
"FOIA"	the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government Department in relation to such legislation;
"Good Industry Practice"	the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as would be reasonably expected from a leading company within the relevant industry or business sector;
"ICT"	information and communications technology;
"ICT Environment"	the Employer System and the Contractor System;
"Impact Assessment"	an assessment of a Change Request;
"Information"	has the meaning given under section 84 of the Freedom of Information Act 2000;
"Information Assets Register"	the register of information assets to be created and maintained by the Contractor throughout the carrying out of the Works as described in the Contract (if any) or as otherwise agreed between the parties;

"ISMS"	the Information Security Management System as defined by ISO/IEC 27001. The scope of the ISMS will be as agreed by the parties and will directly reflect the scope of the Works;
"Know-How"	all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know how relating to the Works but excluding know how already in the Contractor's or the Employer's possession before this contract;
"List x"	means, in relation to a sub-contractor, one who has been placed on List x in accordance with Ministry of Defence guidelines and procedures, due to that sub-contractor undertaking work on its premises marked as CONFIDENTIAL or above;
"Malicious Software"	any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;
"Process"	has the meaning given to it under the Data Protection Legislation but, for the purposes of this contract, it shall include both manual and automatic processing;
"Protectively Marked"	shall have the meaning as set out in the Security Policy Framework;
"Regulatory Bodies"	those government departments and regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Contract or any other affairs of the Employer and "Regulatory Body" shall be construed accordingly;
"Request for Information"	a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the Environmental Information Regulations;
"Security Management Plan"	the Contractor's security plan prepared pursuant to paragraph 1.5.3 of this schedule (Security Management Plan) an outline of which is set out in Appendix 1 of this schedule (Security Management Plan);
"Security Policy Framework"	means the Cabinet Office Security Policy Framework (available from the Cabinet Office Security Policy Division);
"Security Requirements"	means the requirements in the Contract relating to security of the carrying out of the Works (if any) or such other requirements as the Employer may notify to the Contractor from time to time
"Sites"	any premises at which the Works are carried out or from which the Contractor manages, organises or otherwise directs the provision or the use of the Works or where any part of the Contractor System is situated or where any physical interface with the Employer System takes place;
"Software"	Specially Written Software, Contractor Software and Third Party Software;

"Specially Written Software"	any software created by the Contractor (or by a third party on behalf of the Contractor) specifically for the purposes of this contract;
"Staff Vetting Procedures"	the Employer's procedures and departmental policies for the vetting of personnel whose role will involve the handling of information of a sensitive or confidential nature or the handling of information which is subject to any relevant security measures, including, but not limited to, the provisions of the Official Secrets Act 1911 to 1989;
"Standards"	the British or international standards, the Employer's internal policies and procedures, Government codes of practice and guidance together with any other specified policies or procedures referred to in this Contract (if any) or as otherwise agreed by the parties;
"Statement of Applicability"	shall have the meaning set out in ISO/IEC 27001 and as agreed by the parties during the procurement phase;
"Third Party Software"	software which is proprietary to any third party other than an Affiliate of the Contractor which is or will be used by the Contractor for the purposes of carrying out of the Works.

1.2 Introduction

1.2.1 This schedule covers:

- 1.2.1.1 principles of protective security to be applied in carrying out of the Works;
- 1.2.1.2 wider aspects of security relating to carrying out of the Works;
- 1.2.1.3 the development, implementation, operation, maintenance and continual improvement of an ISMS;
- 1.2.1.4 the creation and maintenance of the Security Management Plan;
- 1.2.1.5 audit and testing of ISMS compliance with the Security Requirements;
- 1.2.1.6 conformance to ISO/IEC 27001 (Information Security Requirements Specification) and ISO/IEC27002 (Information Security Code of Practice) and;
- 1.2.1.7 obligations in the event of actual, potential or attempted breaches of security.

1.3 Principles of Security

- 1.3.1 The Contractor acknowledges that the Employer places great emphasis on the confidentiality, integrity and availability of information and consequently on the security provided by the ISMS.
- 1.3.2 The Contractor shall be responsible for the effective performance of the ISMS and shall at all times provide a level of security which:
 - 1.3.2.1 is in accordance with Good Industry Practice, the law of the Contract and this contract;
 - 1.3.2.2 complies with the Security Policy;

- 1.3.2.3 complies with at least the minimum set of security measures and standards as determined by the Security Policy Framework (Tiers 1-4) available from the Cabinet Office Security Policy Division (COSPD);
- 1.3.2.4 meets any specific security threats to the ISMS; and
- 1.3.2.5 complies with ISO/IEC27001 and ISO/IEC27002 in accordance with paragraph 1.3.2 of this schedule;
- 1.3.2.6 complies with the Security Requirements; and
- 1.3.3.7 complies with the Employer's ICT standards.
- 1.3.3 The references to standards, guidance and policies set out in paragraph 1.3.2.2 shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, from time to time.
- 1.3.4 In the event of any inconsistency in the provisions of the above standards, guidance and policies, the Contractor gives an early warning to the Architect/Contract Administrator of such inconsistency immediately upon becoming aware of the same, and the Architect/Contract Administrator shall, as soon as practicable, advise the Contractor which provision the Contractor shall be required to comply with.
- 1.4 ISMS and Security Management Plan
 - 1.4.1 Introduction:
 - 1.4.1.1 The Contractor shall develop, implement, operate, maintain and continuously improve and maintain an ISMS which will, without prejudice to paragraph 1.3.2, be approved, by the Architect/Contract Administrator, tested in accordance with the provisions relating to testing as set out in the Contract (if any) or as otherwise agreed between the parties, periodically updated and audited in accordance with ISO/IEC 27001.
 - 1.4.1.2 The Contractor shall develop and maintain a Security Management Plan in accordance with this Schedule to apply during the carrying out of the Works.
 - 1.4.1.3 The Contractor shall comply with its obligations set out in the Security Management Plan.
 - 1.4.1.4 Both the ISMS and the Security Management Plan shall, unless otherwise specified by the Employer, aim to protect all aspects of the Works and all processes associated with carrying out the Works, including the Site, the Contractor System and any ICT, information and data (including the Employer Confidential Information and the Employer Data) to the extent used by the Employer or the Contractor in connection with this contract.
 - 1.4.2 Development of the Security Management Plan:
 - 1.4.2.1 Within 20 Working Days after the Contract Date and in accordance with paragraph 1.4.4 (Amendment and Revision), the Contractor will prepare and deliver to the Architect/Contract Administrator for approval a fully complete and up to date Security Management Plan which will be based on the draft Security Management Plan set out in Appendix 2 of this Part 2 of this Schedule.
 - 1.4.2.2 If the Security Management Plan, or any subsequent revision to it in accordance with paragraph 1.4.4 (Amendment and Revision), is approved by the Architect/Contract Administrator it will be adopted immediately and will replace the previous version of the Security Management Plan at Appendix 2 of this Part 2 of this Contract Schedule. If the Security Management Plan is not approved by the Architect/Contract Administrator the Contractor shall amend it within 10 Working Days or such other period as the parties may agree in writing of a notice of non-approval from the Architect/Contract Administrator and resubmit to the Architect/Contract Administrator for approval. The parties will use all reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than 15 Working Days (or such other period as the

parties may agree in writing) from the date of its first submission to the Architect/Contract Administrator. If the Architect/Contract Administrator does not approve the Security Management Plan following its resubmission, the matter will be resolved in accordance with the Dispute Resolution Procedure. No approval to be given by the Architect/Contract Administrator pursuant to this paragraph 1.4.2.2 of this schedule may be unreasonably withheld or delayed. However any failure to approve the Security Management Plan on the grounds that it does not comply with the requirements set out in paragraph 1.4.3.4 shall be deemed to be reasonable.

1.4.3 Content of the Security Management Plan:

1.4.3.1 The Security Management Plan will set out the security measures to be implemented and maintained by the Contractor in relation to all aspects of the Works and all processes associated with carrying out the Works and shall at all times comply with and specify security measures and procedures which are sufficient to ensure that the Works comply with the provisions of this schedule (including the principles set out in paragraph 1.3);

1.4.3.2 The Security Management Plan (including the draft version) should also set out the plans for transitioning all security arrangements and responsibilities from those in place at the Contract Date to those incorporated in the Contractor's ISMS at the date notified by the Architect/Contract Administrator to the Contractor for the Contractor to meet the full obligations of the Security Requirements.

1.4.3.3 The Security Management Plan will be structured in accordance with ISO/IEC27001 and ISO/IEC27002, cross-referencing if necessary to other schedules of this Contract which cover specific areas included within that standard.

1.4.3.4 The Security Management Plan shall be written in plain English in language which is readily comprehensible to the staff of the Contractor and the Employer engaged in the Works and shall only reference documents which are in the possession of the Employer or whose location is otherwise specified in this schedule.

1.4.4 Amendment and Revision of the ISMS and Security Management Plan:

1.4.4.1 The ISMS and Security Management Plan will be fully reviewed and updated by the Contractor annually or from time to time to reflect:

- (a) emerging changes in Good Industry Practice;
- (b) any change or proposed change to the Contractor System, the Works and/or associated processes;
- (c) any new perceived or changed security threats; and
- (d) any reasonable request by the Architect/Contract Administrator.

1.4.4.2 The Contractor will provide the Architect/Contract Administrator with the results of such reviews as soon as reasonably practicable after their completion and amend the ISMS and Security Management Plan at no additional cost to the Employer. The results of the review should include, without limitation:

- (a) suggested improvements to the effectiveness of the ISMS;
- (b) updates to the risk assessments;
- (c) proposed modifications to the procedures and controls that effect information security to respond to events that may impact on the ISMS; and
- (d) suggested improvements in measuring the effectiveness of controls.

1.4.4.3 On receipt of the results of such reviews, the Architect/Contract Administrator will approve any amendments or revisions to the ISMS or Security Management Plan in accordance with the process set out at paragraph 1.4.2.2.

1.4.4.4 Any change or amendment which the Contractor proposes to make to the ISMS or Security Management Plan (as a result of a Architect/Contract Administrator's request or change to the Works or otherwise) shall be subject to the early warning procedure and shall not be implemented until approved in writing by the Architect/Contract Administrator.

1.4.5 Testing

- 1.4.5.1 The Contractor shall conduct tests of the ISMS ("Security Tests") on an annual basis or as otherwise agreed by the parties. The date, timing, content and conduct of such Security Tests shall be agreed in advance with the Architect/Contract Administrator.
- 1.4.5.2 The Architect/Contract Administrator shall be entitled to witness the conduct of the Security Tests. The Contractor shall provide the Architect/Contract Administrator with the results of such tests (in a form approved by the Employer in advance) as soon as practicable after completion of each Security Test.
- 1.4.5.3 Without prejudice to any other right of audit or access granted to the Employer pursuant to this contract, the Architect/Contract Administrator and/or its authorised representatives shall be entitled, at any time and without giving notice to the Contractor, to carry out such tests (including penetration tests) as it may deem necessary in relation to the ISMS and the Contractor's compliance with the ISMS and the Security Management Plan. The Architect/Contract Administrator may notify the Contractor of the results of such tests after completion of each such test. Security Tests shall be designed and implemented so as to minimise the impact on the carrying out the Works. If such tests adversely affect the Contractor's ability to carry out the Works in accordance with the Employer's Requirements, the Contractor shall be granted relief against any resultant under-performance for the period of the tests.
- 1.4.5.4 Where any Security Test carried out pursuant to paragraphs 1.4.5.2 or 1.4.5.3 above reveals any actual or potential Breach of Security, the Contractor shall promptly notify the Architect/Contract Administrator of any changes to the ISMS and to the Security Management Plan (and the implementation thereof) which the Contractor proposes to make in order to correct such failure or weakness. Subject to the Architect/Contract Administrator's approval in accordance with paragraph 1.4.1.1, the Contractor shall implement such changes to the ISMS and the Security Management Plan in accordance with the timetable agreed with the Architect/Contract Administrator or, otherwise, as soon as reasonably possible. For the avoidance of doubt, where the change to the ISMS or Security Management Plan to address a non-compliance with the Security Policy or Security Requirements the change to the ISMS or Security Management Plan shall be at no cost to the Employer.

1.5 Compliance with ISO/IEC 27001

- 1.5.1 Unless otherwise agreed by the parties, the Contractor shall obtain independent certification of the ISMS to ISO/IEC 27001 within 12 months of the Contract Date and shall maintain such certification for the duration of the contract.
- 1.5.2 In the event that paragraph 1.5.1 above applies, if certain parts of the ISMS do not conform to Good Industry Practice, or controls as described in ISO/IEC 27002 are not consistent with the Security Policy, and, as a result, the Contractor reasonably believes that it is not compliant with ISO/IEC 27001, the Contractor shall promptly notify the Architect/Contract Administrator of this and the Employer in its absolute discretion may waive the requirement for certification in respect of the relevant parts.
- 1.5.3 The Architect/Contract Administrator shall be entitled to carry out such regular security audits as may be required and in accordance with Good Industry Practice, in order to ensure that the ISMS maintains compliance with the principles and practices of ISO 27001.
- 1.5.4 If, on the basis of evidence provided by such audits, it is the Architect/Contract Administrator's reasonable opinion that compliance with the principles and practices of ISO/IEC 27001 is not being achieved by the Contractor, then the Architect/Contract Administrator shall notify the Contractor of the same and give the Contractor a reasonable time (having regard to the extent and criticality of any non-compliance and any other relevant circumstances) to become compliant with the principles and practices of ISO/IEC 27001. If the Contractor does not become compliant within the required time then the

Architect/Contract Administrator has the right to obtain an independent audit against these standards in whole or in part.

1.5.5 If, as a result of any such independent audit as described in paragraph 1.5.4 the Contractor is found to be non-compliant with the principles and practices of ISO/IEC 27001 then the Contractor shall, at its own expense, undertake those actions required in order to achieve the necessary compliance and shall reimburse in full the costs incurred by the Employer in obtaining such audit.

1.6 Breach of Security

1.6.1 Either party shall give an early warning to the other in accordance with the agreed security incident management process as defined by the ISMS upon becoming aware of any Breach of Security or any potential or attempted Breach of Security.

1.6.2 Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in paragraph 2.6.1, the Contractor shall:

1.6.2.1 immediately take all reasonable steps necessary to:

- (a) remedy such breach or protect the integrity of the ISMS against any such potential or attempted breach or threat; and
- (b) prevent an equivalent breach in the future,

such steps shall include any action or changes reasonably required by the Architect/Contract Administrator; and

1.6.2.2 as soon as reasonably practicable provide to the Architect/Contract Administrator full details (using such reporting mechanism as defined by the ISMS) of the Breach of Security or the potential or attempted Breach of Security.

Schedule 22 Cyber Essentials

CYBER ESSENTIALS SCHEME

1. DEFINITIONS

1.1 In this Schedule, the following words shall have the following meanings:

- "Cyber Essentials Scheme" the Cyber Essentials Scheme developed by the Government which provides a clear statement of the basic controls all organisations should implement to mitigate the risk from common internet based threats (as may be amended from time to time). Details of the Cyber Essentials Scheme can be found here: <https://www.gov.uk/government/publications/cyber-essentials-scheme-overview>;
- "Cyber Essentials Basic the certificate awarded on the basis of Certificate" self-assessment, verified by an independent certification body, under the Cyber Essentials Scheme and is the basic level of assurance;
- "Cyber Essentials Certificate" Cyber Essentials Basic Certificate, the Cyber Essentials Plus Certificate or the Cyber Essential Scheme certificate equivalent to be provided by the Contractor as set out in the Framework Data Sheet;
- "Cyber Essential Scheme Data" sensitive and personal information and other relevant information as referred to in the Cyber Essentials Scheme; and
- "Cyber Essentials Plus Certificate" the certification awarded on the basis of external testing by an independent certification body of the Contractor's cyber security approach under the Cyber Essentials Scheme and is a more advanced level of assurance.

2. CYBER ESSENTIALS OBLIGATIONS

- 2.1 Where the Employer's Requirements require that the Contractor provide a Cyber Essentials Certificate prior to the execution of the Works the Contractor shall provide a valid Cyber Essentials Certificate, then on or prior to the commencement of the Works the Contractor delivers to the Employer evidence of the same. Where the Contractor fails to comply with this paragraph it shall be prohibited from commencing the carrying out of the works under any contract until such time as the Contractor has evidenced to the Employer its compliance with this paragraph 2.1.
- 2.2 Where the Contractor continues to Process Cyber Essentials Scheme Data during the carrying out of the works the Contractor shall deliver to the Employer evidence of renewal of the Cyber Essentials Certificate on each anniversary of the first applicable certificate obtained by the Contractor under paragraph 2.1.
- 2.3 Where the Contractor is due to Process Cyber Essentials Scheme Data after the commencement of the Works but before completion of the Works the Contractor shall deliver to the Employer evidence of:
 - 2.3.1 a valid and current Cyber Essentials Certificate before the Contractor Processes any such Cyber Essentials Scheme Data; and
 - 2.3.2 renewal of the valid Cyber Essentials Certificate on each anniversary of the first Cyber Essentials Scheme certificate obtained by the Contractor under paragraph 2.1.

- 2.4 In the event that the Contractor fails to comply with paragraphs 2.2 or 2.3 (as applicable), the Employer reserves the right to terminate this Contract for material Default.
- 2.4 The Contractor shall ensure that all sub-contracts with sub-contractors who Process Cyber Essentials Data contain provisions no less onerous on the sub-contractors than those imposed on the Contractor under this Contract in respect of the Cyber Essentials Scheme under paragraph 2.1 of this Schedule.
- 2.6 This Schedule shall survive termination or expiry of this Contract.

APPENDIX 2

CONTRACT DRAWINGS

Contract Drawings, Specification and Associated Information

The following Hunter & Partners Limited documents form part of the Contract Documents

Ref M10695-HUN-UIU	Title	Revision
00-DR-A-02-0001	Location Plan	T01
01-DR-A-04-0005	Existing First Floor Plan	T02
02-DR -A-04-0010	Existing Second Floor Plan	T02
01-DR-A-04-0015	Demolition - First Floor	T01
02-DR-A-04-0020	Demolition - Second Floor	T02
02-DR -A-05-0103	Proposed Level 2 Floor Plan - Option 3	T03
02-DR -A-05-1001	Second Floor Setting-Out Plan	T03
02-DR -A-05-2001	Second Floor Finishes Plan	T03
02-DR -A-05-3001	Second Floor Wall Protection Plan	T03
02-DR-A-05-4001	Proposed Access Control	T02
02-DR-A-05-5001	Proposed Wall Types - Partitions	T04
02-DR-A-05-6001	Patient Privacy Plan	T03
02-DR-A-05-7001	Patressing Plan	T02
02-DR-A-06-0100	Reflected Ceiling Plan	T04
01-DR-A-07-0100	Proposed First Floor Fire Strategy	T01
02-DR-A-07-0120	Proposed Second Floor Fire Strategy	T03
02-DR-A-07-0150	Second Floor Fire Strategy Overview	T02
02-DR-A-12-1001	Waiting Area / Reception	T04
02-DR-A-12-1002	Sub-Wait Area	T04
02-DR-A-12-1003	Room 01	T04
02-DR-A-12-1004	Room 02 - 1 of 2	T04
02-DR-A-12-1005	Room 02 - 2 of 2	T04
02-DR-A-12-1006	Room 07 -1 of 2	T04
02-DR-A-12-1007	Room 07 - 2 of 2	T04
02-DR-A-12-1008	Room 08 - 1 of 2	T04
02-DR-A-12-1009	Room 08 - 2 of 2	T04
02-DR-A-12-1010	Room 09	T04
02-DR-A-12-1011	Room 10	T04
02-DR-A-12-1012	Staff Touch-Down	T04
02-DR-A-12-1013	Bloods	T04
02-DR-A-12-1014	WCs	T04
02-DR-A-12-1020	Surgical Minor Procedures - 1 of 2	T04
02-DR-A-12-1021	Surgical Minor Procedures - 2 of 2	T04
02-DR-A-12-1022	Admission	T04
02-DR-A-12-1023	Discharge	T04
02-DR-A-12-1024	Pantry Bar	T04
02-DR-A-25-0100	Internal Door Schedule & Elevations	T02
02-DR-A-25-0110	IPS Schedule & Elevations	T01
02-DR-A-30-0001	Typical Wall Penetration Details	T01
02-DR-A-30-0002	Typical Internal Wall Details	T01
XX-SP-A-00-0001	NBS Specification	T03
XX-SP-A-00-0002	Materials & Workmanship	T01
M10695	"UHL UIU Pre-construction Information Dated 15 August 2025"	T01

Contract Drawings, Specification and Associated Information

The following DSSR Consulting Engineers documents form part of the Contract Documents

Ref M5369-DSSR-	Title	Revision
X-XX-RP-MEP-00001	Engineering Services Strategy	P03
X-XX-DR-MEP-50001	Level 01 Mechanical Plant	P0
X-XX-DR-MEP-50002	Level 01 Mechanical Plant - Strip Out	P0
X-XX-DR-MEP-50101	Builderswork	P0
X-XX-SC-MEP-51001	BMS Schematic - Miscellaneous	P0
X-XX-SC-MEP-51701	BMS Schematic – Ventilation	P0
X-02-DR-M-52001	Internal Drainage Level 02	P0
X-02-DR-M-53001	Domestic Water services Level 02	P0
X-02-DR-M-54001	Medical Gases Level 02	P0
X-02-DR-M-56001	Space Heating & Cooling Level 02	P0
X-02-DR-M-57001	Ventilation Level 02	P0
X-02-DR-M-57002	Ventilation Strip-out Level 02	P0
X-02-DR-M-57010	Ventilation Zoning Strategy	P0
X-02-DR-M-57011	Environmental Treatment Plan	P0
X-XX-SC-E-60002	Proposed Earthing Schematic	P0
X-02-DR-E-61201	Electrical Distribution & Earthing Strategy	P0
XX-02-DR-E-64101	Clinical Risk Strategy	P0
X-02-DR-E-63001	Proposed Lighting Layout	P0
X-02-DR-E-63011	Lighting Control Strategy	P0
X-02-DR-E-63012	Emergency Lighting Strategy	P0
X-02-DR-E-64201	Nurse Call Strategy	P0
X-02-DR-E-67001	Fire Alarm Layout	P0
M5369-DSR-XX-XX-M3-ME-00001	Revit Model	P03
X-XX-RP-MEP-00001	Engineering Services Strategy	P05
X-XX-SP-MEP-00001	Engineering Services Specification	P0
X-XX-SH-MEP-00001	Derogation Schedule	P0
X-XX-SH-MEP-00002	Engineering Pricing Schedules	P0
X-XX-HS-MEP-00001	Designers Risk Assessments	P01
X-XX-DR-MEP-50001	Level 01 Mechanical Plant	P02
X-XX-DR-MEP-50002	Level 01 Mechanical Plant - Strip Out	P02
X-XX-DR-MEP-50101	Builderswork	P01
X-XX-SC-MEP-51001	BMS Schematic - Miscellaneous	P02
X-XX-SC-MEP-51701	BMS Schematic – Ventilation	P02
X-XX-SP-MEP-51001	BMS Description of Operations	P01
X-01-DR-M-52001	Internal Drainage Level 01	P01
X-02-DR-M-52001	Internal Drainage Level 02	P01
X-01-DR-M-53001	Domestic Water services Level 01	P01
X-02-DR-M-53001	Domestic Water services Level 02	P01

X-02-DR-M-54001	Medical Gases Level 02	P01
X-XX-SC-M-54001	Medical Gases Schematic	P01
X-XX-SH-M-55001	DX Plant Schedule	P01
X-02-DR-M-56001	Space Heating & Cooling Level 02	P01
X-XX-SH-M-56001	Heater Battery Schedule	P01
X-XX-SH-M-56002	Radiator Schedule	P01
X-02-DR-M-57001	Ventilation Level 02	P01
X-02-DR-M-57002	Ventilation Strip-out Level 02	P02
X-02-DR-M-57011	Environmental Treatment Plan	P01
X-02-DR-M-57012	Ventilation Zoning Strategy	P3
X-XX-SC-M-57001	Ventilation Schematic	P02
X-XX-SH-M-57001	Ventilation Plant Schedule	P01
X-XX-SH-M-57002	Grille Schedule P01	
X-XX-SH-M-57003	Motorised Fire Damper Schedule	P01
X-XX-SH-M-57004	Attenuator Schedule	P01
X-XX-RP-MEP-00001	Engineering Services Strategy	-
X-XX-RP-MEP-00002	Access & Maintenance Report	-
X-XX-SP-MEP-00001	Engineering Services Specification	-
X-XX-SH-MEP-00001	Derogation Schedule	-
X-XX-SH-MEP-00002	Engineering Pricing Schedule	-
X-XX-SH-E-60001	Distribution Board Schedule	P03
X-XX-SH-E-60002	IT Hub Port Schedule	P02
X-XX-SH-E-63001	Luminaire Schedule	P02
X-XX-HS-MEP-00001	Designers Risk Assessments (CDM)	-
X-XX-DR-MEP-50101	Builderswork	-
XX-02-DR-E-61001	Electrical Containment, Layout, Sheet 1 of 1	P01
XX-02-DR-E-62001	Power & Communications, Layout, Sheet 1 of 1	P02
XX-02-DR-E-63001	General & Emergency Lighting, Layout, Sheet 1 of 1	P02
XX-02-DR-E-63011	Lighting Control Strategy, Layout, Sheet 1 of 1	P01
XX-02-DR-E-63012	Emergency Lighting Strategy, Layout, Sheet 1 of 1	P01
XX-02-DR-E-64001	Nurse Call, Layout, Sheet 1 of 1	P01
XX-02-DR-E-64101	Clinical Risk Strategy, Layout, Sheet 1 of 1	P01
XX-02-DR-E-67001	Fire Alarm & Detection, Layout, Sheet 1 of 1	P01
XX-02-DR-E-68001	Access Control & Security, Layout, Sheet 1 of 1	P01
XX-XX-SC-E-60001	LV Schematic	P01
XX-XX-SC-E-60002	Earthing Schematic	P01
XX-XX-SC-E-60003	IT Structures Wiring Schematic	P01
XX-XX-SC-E-60004	Fire Alarm Schematic	P01
XX-XX-SC-E-60005	Nurse Call Schematic	P01

The following Waterman's documents form part of the Contract Documents

Ref	Title	Revision
-	Refurbishment proposals for stage 4 Structural Intervention Dated 21 October 2024	-
2209-WAT-AET-ZZ-D-S-04400	Theatre Pendant Secondary Steelwork	P01
UIU-WAT-XX-XX-SK-S-04001	Drainage/Ribbed Slab Coordination	P01

The following Lewisham & Greenwich NHS Trust Documents form part of the Contract Documents

Ref	Title	Revision
-	"Trust Specification for Future QEH / UHL Projects 2023 With 2025 Update	

The following Tetra Consulting Ltd Documents form part of the Contract Documents

Ref	Title	Revision
L-416146	Fire Strategy Date of assessment: 08/11/2024	-

APPENDIX 3

UNPRICED SPECIFICATION

The following documents form part of the Contract Documents:

REDACTED TEXT under FOIA Section 40, Personal Information

APPENDIX 4

PRICED DOCUMENT

REDACTED TEXT under FOIA Section 43 Commercial Interests

APPENDIX 5

CONTRACTOR'S PROPOSALS

REDACTED TEXT under FOIA Section 40, Personal Information

Certificate Of Completion

Envelope Id: 58E39966-F8D6-4F80-AD8C-DC1A21B56A60

Status: Completed Subject: Docusign:

REDACTED TEXT under FOIA Section 40, Personal Information

2024.pdf

Client Number: 756250

Matter Number: 29

Source Envelope:

Document Pages: 118

Certificate Pages: 5

Signatures: 4

Initials: 6

Envelope Originator:

AutoNav: Enabled

Envelopeld Stamping: Enabled

Time Zone: (UTC) Dublin, Edinburgh, Lisbon, London

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Record Tracking

Status: Original

04-02-2026 | 16:35

Holder:

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Location: DocuSign

Signer Events

Signature

Completed

Timestamp

Sent: 04-02-2026 | 16:37

Viewed: 04-02-2026 | 16:39

Signed: 04-02-2026 | 16:40

**REDACTED TEXT under FOIA
Section 40, Personal Information**

Using IP Address:
147.161.225.90

Electronic Record and Signature Disclosure:

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Viewed: 04-02-2026 | 16:40

Signed: 04-02-2026 | 16:40

**REDACTED TEXT under FOIA
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Using IP Address:
163.116.177.33

Electronic Record and Signature Disclosure:

Not Offered via Docusign

**REDACTED TEXT under FOIA
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**REDACTED TEXT under FOIA
Section 40, Personal Information**

Sent: 04-02-2026 | 16:41

Viewed: 04-02-2026 | 16:43

Signed: 04-02-2026 | 16:44

selected Style

Signature Adoption: Pre-

Using IP Address: 170.85.62.247

Electronic Record and Signature Disclosure:

Accepted: 04-02-2026 | 09:17

ID: e5390a98-0cd0-4da3-84f0-3f9929c5a039

**REDACTED TEXT under FOIA
Section 40, Personal Information**

**REDACTED TEXT under FOIA
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Signature Adoption: Drawn on Device
Using IP Address:
62.172.127.87

Sent: 04-02-2026 | 17:43
Viewed: 05-02-2026 | 14:38
Signed: 05-02-2026 | 14:39

Electronic Record and Signature Disclosure:

Accepted: 05-02-2026 | 14:38
ID: b68e47c0-2ea8-411a-8268-82b53f36c5ec

Signer Events	Signature	Timestamp
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**REDACTED TEXT under FOIA
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Viewed: 06-02-2026 | 17:51
Signed: 06-02-2026 | 17:52

Security Level: Email,
Account Authentication
(None)

Signature Adoption: Pre-selected Style
Using IP Address:
2a02:6b6f:ea75:3000:6cb6:87a1:f19c:df6

Electronic Record and Signature Disclosure:

Accepted: 06-02-2026 | 17:51
ID: 742acdf9-2dfd-495f-8def-142b3bbcc79e

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Completed

Sent: 06-02-2026 | 17:53
Viewed: 13-02-2026 | 09:58
Signed: 13-02-2026 | 09:59

Using IP Address:
163.116.177.161

Electronic Record and Signature Disclosure:

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In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Viewed: 04-02-2026 | 17:41
Signed: 04-02-2026 | 17:43

**REDACTED TEXT under FOIA
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Signature Adoption: Pre-selected
Style Using IP Address:
147.161.145.78

Security Level:

Electronic Record and Signature Disclosure:

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ID: 6d7fec37-0fa7-47d4-b32c-5b22276c056d

Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	04-02-2026 16:37
Certified Delivered	Security Checked	13-02-2026 09:58
Signing Complete	Security Checked	13-02-2026 09:59
Completed	Security Checked	13-02-2026 09:59

Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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