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Cemeteries & Crematoria



Parks & Leisure



Environmental Solutions

**Summersales Contemplation
Building**

Crowborough Town Council

Form of Contract

SUPPLIER SELECTION

The objective of the selection process is to assess the responses to the specification along with the Supplier Evaluation questionnaire data in order to determine the appropriate service provider.

Written technical references and financial credit rating will be requested for those tendering.

The awarding of the contract will be evaluated on the weighting of 60% in favour of Price.

The information supplied will be checked for completeness and compliance before responses are evaluated.

Where in the opinion of Crowborough Town Council, the response is considered inadequate or questions have not been answered without good reason, Crowborough Town Council may not proceed further with the supplier.

In the event that none of the offers are deemed satisfactory, Crowborough Town Council reserves the right to consider alternative procurement options, suspend or call-off the process, termination of any proceedings and is not deemed to accept any offer submitted.

For the avoidance of doubt Crowborough Town Council and CTC will be considered interchangeable for the remaining sections of this document.

1.0 Form of Contract

Crowborough Town Council is requesting tenders for the service as detailed in the specification and preliminaries.

This is a procurement exercise conducted in accordance with the **Open Procedure** under the EC Consolidated Public Procurement Directive, as implemented by UK Public Contracts Regulations 2006.

The Form of Contract will be the JCT Minor Works Building Contract with Contractors Design (2016). A copy may be inspected during office hours at the CDS Offices. The Contractor shall be deemed to be familiar with this contract and have allowed for compliance with its clauses.

The contractor must, before quoting, ascertain the nature of the site, the extent and nature of the types of work required and all local conditions and restrictions likely to affect the execution of the work.

The contractor should ensure an assessment is made of any vehicle size limitations, which may affect access to the site or operation within the site to deliver materials, plant and equipment or limit in any way the execution of the works. The contractor is to take account of this assessment when submitting the Tender.

The contractor must also satisfy himself as to the accuracy of all dimensions, levels and dimensions contained within the contractors documents and any variation be forwarded to the projects co-ordinator before any works commence or any plant is placed on site.

No claims or increases in cost will be considered on the grounds of lack of knowledge of site conditions, site access, and the nature of the site, the required construction works and risks to property, workforce and general public.

1.1 General

The Contractor shall provide all labour, plant, tools, vehicles and materials necessary to complete the execution of the works, which shall conform to this specification and the design drawings provided by the CA and any subsequent revisions notified by the CA.

The site shall not be used for any purpose other than carrying out the works. There will be no advertising boards allowed near to, or on site that may attract vandals or other unwanted visitors.

Any vandalism or malicious damage to contractor's plant or equipment will be covered by the contractors own insurance.

The contractor is expected to show due consideration to the local residents and general public at all times. The contractor is to inform all staff and operatives, suppliers delivery personnel and site visitors that the works are being undertaken within the grounds of an operational cemetery, consequently noise from all sources shall be kept to a minimum and respect and courtesy shown to cemetery visitors at all times.

The contractor is to make allowance when quoting for down time for the period when a burial is taking place adjacent to the works. The CA will provide 3 days notice of these events, which normally last for 1 hour. All plant shall be repositioned away from the burial area and switched off; operatives are to return to the site compound.

The contractor will take all necessary precautions to protect against noise, dust, rubbish and pollution. Concrete delivery vehicles are not to wash down on the access route. All waste material will be removed off site on completion of the works to the satisfaction of the CA and there will be no burning of any residues on site.

1.3 Protection

The contractor and its suppliers shall protect against damage to existing boundaries including fencing, trees and hedge lines. Particular attention should be paid to the site access route damage to existing kerbs and surfacing shall be made good by the contractor to the satisfaction of the CA. Where tracked plant is likely to permanently mark existing surfaces or iron work the contractor is at his own expense to use protection boards and or road plates to protect the surfaces either permanently for the duration of the works or for temporary access periods as required.

When working close to existing graves the contractor shall erect a temporary boundary fence to protect the area. Any accidental damage to graves or memorials however caused shall be notified to the CA immediately. The costs of repair to any grave or memorial shall be at the contractor's expense.

Any site damage however caused by the contractor or its suppliers will be rectified at the contractors own expense to the satisfaction of the Council.

1.4 Temporary Works and Services

Permanent paths and roads near the site are to be used provided that they are adequately maintained as thoroughfares with any nuisance or site clearance restrictions applied. Provision of alternative routes for users of the cemetery, pedestrians using public footpaths and site visitors when the road and access is restricted or obstructed is to be in accordance with Chapter 8 of the Road Traffic Signs Manual or otherwise agreed with the CA.

Temporary closure of private or public pedestrian or vehicular access routes to execute the works is to be agreed 7 days in advance with the CA.

The contractor shall thoroughly clean and make good all roads and paths after use and leave in an unimpaired condition at the end of each working day.

The contractor is to liaise with the CA on an appropriate basis with regards to vehicular movement on site. Heavy plant delivery and collection times are to be notified to the CA 48 hours in advance to ensure access problems can be minimised.

The Contractor shall at his own expense be responsible for the erection and maintenance of fencing to secure the works in accordance with CDM regulations. The Contractor has responsibility to ensure that all groundwork's are protected from the public using suitable safety fencing approved by the CA.

1.5 Site Clearance

The contractor is responsible for the clear up and removal from site, on a day-to-day basis and at the end of the contract of all debris and excavated material not forming part of the works, leaving the area around the works clean and safe at the end of each working day.

No mud should be left on ANY footpaths or roads within the proximity of the development area with particular attention given to the existing cemetery. The contractor shall at his own expense provide a

road sweeper to maintain a clean site access route and cemetery roads if requested to do so by the CA.

1.6 Utility Services

In the event of damage to any utility services during the course and execution of the works, the Contractor is to notify CTC and the appropriate Service Authority immediately and make arrangements for the damage to be repaired and made good without delay to the satisfaction of the Service Authority.

2.0 Project Particulars

Within all of the following documentation, the words **Crowborough Town Council** hereinafter referred to as **CTC** and **Cemetery Development Services Ltd** hereinafter referred to as **CDS** and **Contract Administrator** hereinafter referred to as **CA** are interchangeable.

2.1 Times for Completion

Possession of the site will be given to the Contractor after acceptance of the Tender on a date agreed with CTC. The Contractor will be required to commence the Works within the agreed mobilisation period.

The Contractor's attention is drawn to the fact that all elements of the works are to be completed by the agreed contract completion date.

Should the amount of any extra or additional work of any kind or other special circumstances which may occur be such as to entitle the Contractor to an extension of time for the completion of the Works, the extent of any Extension of Time shall be determined by the CA who's decision is final.

2.2 Assignment and Sub-Letting

CTC shall be entitled to assign the benefit of the Contract or any part thereof and shall give written notice of any assignment to the Contractor.

The contractor shall be prohibited from transferring or assigning directly or indirectly, to any person or persons whatever, any portion of the contract without the written permission of CA. Sub-letting of any part(s) of the work, except to the extent permitted in writing by the CA, shall be prohibited.

2.3 Contract Documents

The Contractor shall when called upon to do so enter into and execute a Contract Agreement with CTC (to be prepared at the cost of CTC) in the form incorporated into the Contract.

The Contract Documents shall comprise the Form of Contract, Conditions of Contract, Contract Drawings, Specification of Works, Schedule of Works and any attached appendices.

Except, as otherwise expressly provided, the Contract Documents are to be taken as mutually explanatory of one another. Any ambiguities or discrepancies shall be resolved by the CA who shall thereupon issue to the Contractor appropriate instructions in writing and the Contractor shall carry out and be bound by such instructions.

Copyright in the Contract shall vest in CTC but the Contractor may obtain or make at his own expense any further copies required for sole use by the Contractor in the execution of the Works.

2.4 Inspection of Site

The Contractor shall be deemed to have inspected and examined the Site and its surroundings in detail and satisfied himself before submitting his Tender as to the form and nature of the Site, the quantity and nature of the work and the materials necessary for the completion of the Works, the nature of the ground and subsoil, the type and density of ground vegetation, the means of access to the Site for all vehicles, equipment and materials to execute the work, the accommodation that he may require and in general shall obtain all the necessary information that may affect his Tender.

Where any part of the Works necessitates entry onto adjoining lands, or the disconnection and/or reconnection of any overhead or underground wires, cables, pipes or other services, or like matters, the Contractor shall be responsible at his cost after first obtaining the approval of the CA so to do for obtaining all appropriate consents and making all the necessary arrangements with the relevant third parties and/or Authorities and for any works of reinstatement or repair of damage necessitated by the execution of the Works.

2.5 Tender Sufficiency

The Contractor shall be deemed to have satisfied himself before submitting his Tender as to the correctness and sufficiency of the rates and prices stated by him which shall (except insofar as is otherwise provided in the Contract) cover all his obligations under the Contract.

No claim by the Contractor for additional payment shall be allowed on the grounds of any misunderstanding or misinterpretation due to lack of knowledge of the conditions, regulations or requirements for the execution of the Works.

2.6 Execution of the Works

Throughout the period of the Contract the Contractor shall execute the Works in a proper skilful and workmanlike manner in accordance with the current accepted practices, codes of practice, British Standards, European Standards and methods used in the delivery of the works and to the entire satisfaction of CTC .

The Contractor shall provide at his own cost all off-site premises and facilities as are necessary for the proper execution of the Works.

The Contractor shall at all times during the Contract Period allow CTC and any such persons as may from time to time be nominated by CTC access to:

- a. All areas of the Site for the purpose of inspecting Works being performed pursuant to the Council.
- b. Materials and stores in order to ensure that such items comply with manufacturer's specification and have been obtained from such suppliers as are specified in these Contract Documents.
- c. Any employees or agent of the Contractor for the purpose of interviewing him in connection with the execution of all or any part of the Works.
- d. All off-site premises and facilities provided by the Contractor.

The contractor shall not in any circumstances use any of the Site to perform, either on his own behalf, or on behalf of any person other than the Employer, any work other than provided for in the Contract.

2.7 Mode and Manner of Execution

If the Contractor encounters any points of doubt or difficulty during the course of the execution of the Works, especially with regard to different or additional Works which appear to be necessary, matters of safety, required method or work practice, damage or points not covered by the Contract, the Contractor will notify the CA and obtain instructions from the CA before proceeding with the Works, and the Contractor shall not make any agreements or arrangements with unauthorised persons.

If the Contractor at any time becomes aware of any act or omission or proposed act or omission by CTC which prevents or hinders or may prevent or hinder the Contractor from executing the Works in accordance with the terms of this Agreement, the Contractor shall forthwith inform the CA of that fact. The provision of such information under this sub-clause shall not in any way release or excuse the Contractor from any of the Contractor's obligations under this Contract.

The Contractor shall report regularly during each week of the Contract Period to the CA on the progress of Works and any relevant matters. Such reports will normally be verbal in nature and their frequency shall be determined by the CA according to the nature of the Works being executed during any given stage of the Contract.

In addition, the Contractor shall attend regular progress meetings throughout the Contract Period. The dates of such meetings will be determined by the CA.

All work must be carried out in accordance with key legislation, including but not exclusively the following:

- The Race Relations Act 1976, as amended by the Race Relations (Amendment) Act 2000.
- The Race Relation Code of Practice for the elimination of racial discrimination and the promotion of equality of opportunity in employment, as approved by Parliament in 1983 and amended 2000.
- The Race Relations Act (Amendment) Regulations 2003.
- Employment Equality (Religion or Belief) (Amendment) Regulations 2003.
- Disability Discrimination Act 1995.
- Equal Pay Act 1970 (Amendment) Regulations 2003.
- Sex Discrimination Act 1975 (Amendment) Regulations 2003.
- Employment Equality (Sexual Orientation) Regulations 2003.
- Age Discrimination (Proposed October 2006).

2.8 Programme of Work

Within 7 days after the acceptance of his Tender the Contractor shall submit to the CA for his approval a detailed written programme setting out the sequence in which he proposes to execute the whole of the Supply & installation of the Works. Thereafter he shall provide any additional details and information as the CA, may reasonably require in regard thereto.

If in the opinion of the CA either:-

- a. The weather on any particular day or part of a day is so inclement as to make work on the site hazardous to any persons (including the Contractor or any of his employees), impracticable or incapable of being executed to the standards required by the Conditions of Contract, or

- b. Any works or general conditions on the site are unsafe.

Then the CA may direct the Contractor, or if so requested by the Contractor, the CA may agree to suspend the carrying out of the whole or part of the Works for an appropriate period and the Contractor shall not thereafter recommence operations until he has obtained the "CA's" approval. The extent of any amendments to the approved programme that may be necessary in order to carry out any of the Works that were not executed during such period of suspension will be agreed by the Contractor and the CA and a revised completion date agreed.

2.9 Approval of Programme of Work

The CA will inform the Contractor in writing within a reasonable period that either:

- a) The Contractor's programme has the approval of CTC
or
- b) In what respects the Contractor's programme does not meet the requirements of the Contract.

In the event of the programme being rejected the Contractor shall make such changes or take such steps as necessary to obtain the approval of CTC for a revised programme.

If at any stage during the Contract Period it appears to the CA that the execution of the Works does not conform to the agreed programme the CA shall be entitled to require the Contractor to take steps to rectify any delays in executing the works and conform to the agreed programme or to produce a revised programme for approval.

2.10 Limitation of Working Hours

The Contractor shall only work on the site during periods of reasonable daylight, between 8.00am and 6.00pm on Monday to Friday inclusive. The Contractor shall not work on the site at weekends without first obtaining the consent of CTC to do so. Such consent will normally be withheld.

2.11 Commencement of Works

Date of commencement will be agreed with CTC. The contractor is required to notify CTC not less than 48 hours before his intended site mobilisation.

2.12 Measurement

The CA shall, except as otherwise stated, determine by measurement the value of the work done in accordance with the Contract.

The CA may, when he requires any part or parts of the Contract to be quantified or measured, give reasonable notice to the Contractor who shall attend or send a suitably experienced person to attend and assist the CA or his Authorised Representative in making such quantification or measurement and shall furnish all particulars required by CTC for the purpose. Should the Contractor not attend or omit to send such an Agent, then the quantification or measurement made by CA or his Authorised Representative shall be taken to be the correct quantification or measurement of the part or parts of the Contract.

Any error of description in the Tender Documents or omission or typographical error or arithmetic error in schedules and bills of quantity there from shall not vitiate the Contract nor release the Contractor from the execution of the whole or any part of the works according to the Contract Documents or from any of his obligations or liabilities under the Contract. Any such error or omission will be corrected by the CA and the value of the work actually carried out shall be ascertained in accordance with the form of contract and any adjustments to the Contract Sum made accordingly.

2.13 Payment

Payment will be made on a staged basis, based upon work completed. The periods and dates of stage payments will be agreed the CA at commencement of the Contract. The valuation authorised by the CA will be reduced by 5%, retention of the contract value to be retained by CTC until the end of the maintenance period, which shall be 12 months from practical completion of the Project or as agreed by the CA.

Completed works shall be the complete facility and everything attached thereto unless specifically indicated elsewhere in the Specification of Works. No payment will be made for materials in Contractor's store. The Contractor shall retain all accounts, vouchers and other documents relating to the Contract until after CTC's accounts have been audited and shall be made available to CTC on request.

Under the terms of the Construction Industry Scheme (CIS) in force from August 1999, you must provide CTC with the details of your CIS registration. Failure to produce such documentation will result in payment being withheld until such documentation is produced.

2.14 Correction of Statements and Withholding of Payments

The Employer may make a correction or modification to any statement issued and shall have power to withhold any payment if the Works or any part thereof has not been carried out to the standards, specifications and drawings applicable in the Contract to the satisfaction of CTC.

2.15 Value Added Tax

The contractor must be a registered person for Value Added Tax purposes and be able to supply all necessary details in connection with the supplemental Value Added Tax Agreement when claims or payment are made.

2.16 Employees

The Contractor shall at all times throughout the period of the Contract employ sufficient persons and supervisors for the proper execution of the Works in accordance with the Contract documents and approved programme, of which the Contractor shall have sufficient copies readily available at all times and the Contractor shall ensure that every person so employed is at all times properly and sufficiently qualified, competent, careful, skilled, honest, experienced and instructed as the case may be with regard to the Works. Particular attention should be given to the following: -

- a. The task or tasks such person has to perform and the operation of relevant plant in the approved manner.
- b. All relevant provisions of the Contract.
- c. All relevant policies, rules, procedures and standards of the Employer.
- d. Fire risks and fire precautions.
- e. The need to maintain the highest standards of courtesy and consideration at all times.
- f. The need to recognise situations which may involve any actual or potential danger of personal injury to any person on the Site and where possible without personal risk to make safe such situations and forthwith to report such situations to the CA or in the event of an emergency to the member of the Employers staff with responsibility for the Site. The ability to interpret and work from drawings, plans, verbal and written instructions.
- g. The Contractor shall not employ any person under the age of 16.

The Contractor shall at all times during the period of the Contract employ an adequate number of persons with sufficient abilities and skills to manage and supervise the performance of the Services in a proper and continuous manner. Such persons shall have adequate knowledge of the operations to be carried out including the methods and techniques required the hazards likely to be encountered, and the method of preventing accidents and safeguarding the public and adjacent property at any location in accordance with the Contract.

The Contractor shall directly employ a competent and experienced person who will be in full charge of the execution of the Works and also a competent and experienced Deputy when the former person is not available. The names of the persons appointed shall be notified in writing to CTC. Such persons shall be available on site during the normal working hours during the execution of the Works under the Contract or at such other times as may be specified by CTC and shall give such time as CTC reasonably requires for the supervision of the Works.

The Contractor shall provide such persons with a mobile telephone to ensure they can be contacted at any time during the working day. This shall be a portable telephone to be carried by the appointed person and switched on at all times during normal working hours.

The Contractor shall at all times take all such precautions as are necessary to protect the health and safety of all persons employed by him and shall comply with the requirements of the Health and Safety at Work Act 1974 (and any amendments or re-enactments thereof) and of any other Acts Regulations or Orders pertaining to the health or safety of employed persons.

CTC shall be entitled to require the Contractor by notice in writing to remove from the execution of the Works any employee who is guilty of misconduct, incompetence or negligence in the performance of his duties or fails to conform to any particular provisions with regard to health or safety specified in such notice. The Employer shall in no circumstances be liable either to the Contractor or to the employee in respect of any liability, loss or damage occasioned by such removal and the Contractor shall on demand fully and promptly indemnify the employer against any claim made by such employee.

The Contractor shall if requested provide to CTC such evidence as he may require of the suitability of any of the Contractor's employees to undertake specific types of work forming part of the Contract.

When requested to do so or when communicating with other persons as a representative of the Contractor in executing the Works employees of the Contractor shall be required to disclose their identity.

The Contractor's staff engaged in the execution of the Works shall primarily be under the control and direction of the Contractor's own supervisory staff but shall nevertheless, while on the Site obey all instructions given to them by CTC in any matters in which the immediate health and safety needs of any person shall be involved.

The Contractor shall ensure that his employees perform their duties in an orderly manner and in as quiet and tidy a manner as may reasonably be practicable having regard to the nature of the duties being performed by them.

All monies or other items of value found on the Site by the Contractor or his employees must be handed to CTC as soon as possible and a receipt or acknowledgement obtained.

The Contractor shall ensure his employees do not smoke in prohibited areas nor when using pesticides and inflammable substances or when there is any risk of accidental fires being started on the Site.

The Contractor shall at all times be fully responsible for the payment of all Income or other Taxes, National Insurance Contributions or Levies of any kind, relating to or arising out of the employment of any persons employed by the Contractor and shall fully and promptly indemnify the Employer in respect of any liability of the Employer in respect thereof.

2.17 Plant & Equipment

The Contractor shall at all times throughout the period of the Contract provide and maintain all such Plant as is necessary for the proper execution of the Works.

The CA may instruct the Contractor to cease using any inadequate or unsafe Plant forthwith. The Employer shall in no circumstances be liable either to the Contractor or any third party in respect of any liability, loss or damage occasioned by such notice and the Contractor shall fully indemnify the Employer against any such claim.

The Contractor shall at all times be fully responsible for licensing and for the payment of all licensing fees taxes and insurance required in connection with or arising out of the possession or use of all Plant employed in the execution of the Works.

The Contractor shall at his own expense keep all Plant employed in the execution of the Works at all times in good and serviceable repair and in such condition as is commensurate with the proper performance by the Contractor of his obligations under the Contract.

No plant shall bear any advertising material of any sort other than the manufacturer's and Contractor's name and logo without the prior written consent of the CA.

All plant shall be properly suppressed at all times in order to prevent interference with the receipt of radio and television transmission.

Fuelling of Plant will only be carried at a location to be agreed with the CA at the commencement of the works. The Contractor is to request permission in writing from the CA for the storage of Plant fuels and oils on site detailing the type, size, storage capacity, security provision and containment procedures for all proposed storage equipment. No fuel storage shall be permitted on site without permission in writing from the CA.

2.18 Materials

Before first using any Materials in the execution of the Works, the Contractor will provide to the CA any such details as he may reasonably require regarding the supplier, the product and the recommended usage and application and shall provide at his cost representative samples of the Materials proposed to be used whenever requested by the CA throughout the period of the Contract.

Materials will only be used in accordance with the manufacturer's recommendation and shall not be used otherwise without the consent of the CA.

In relation to trees and shrubs, the Contractor shall, when requested by the CA, arrange for appropriate inspection facilities at the premises of the person supplying the Contractor in order to enable the CA to inspect and approve or reject such trees or shrubs before delivery to the Site.

In relation to brickwork the contractor shall at his own expense construct a test panel of dimensions determined by the CA for the purposes of quality control and not remove the test panel until instructed to do so by the CA.

All Materials shall be used and stored by the Contractor in compliance with any statutory regulations in force during the period of contract.

All Materials for the purposes of the Contract shall be stored by the Contractor at all times in a secure manner and where hazardous materials are involved shall be kept in suitably marked containers.

No hazardous or inflammable materials or chemicals shall be left unattended by the Contractor on Site for any length of time whatsoever, and no other materials shall be so left without the prior approval of the CA.

The Contractor shall supply all materials required for the execution of the Works, unless otherwise stipulated by the CA.

Where alternative materials are permitted, the Contractor shall obtain the approval of CTC for use of the alternative at least seven days before its use.

No aerosol sprays shall be used without the prior approval of the CA.

Whenever so required by the CA, the Contractor shall substantiate at his own cost and to the satisfaction of the CA that any materials are in accordance with the relevant specifications and from the approved suppliers.

2.19 Health and Safety

The Contractor shall provide to CTC his general written Health and Safety Statement and Policy Document that shall have been updated in the last 12 months prior to the start of the Contract within a period of 7 days of being awarded the Contract.

The Contractor shall forthwith nominate a person to be responsible for health and safety matters and give written notification of such person to the CA.

Whilst on premises and areas owned or occupied by CTC the Contractor shall ensure that his employees comply with CTC's general statement of safety policy and with the lawful requirements of the CTC's Safety Officer.

The Contractor shall make adequate arrangements for contacting the Police, Fire and Ambulance services and Statutory Undertakers (or their agents) in case of emergency on the site and confirm these arrangements to the CA prior to on site work commencing.

The Contractor shall ensure that his employees work insofar as is reasonably practicable in units which consist of a minimum of 2 employees and none of his employees shall work alone without the prior consent of CTC.

An appropriate number of the Contractor's employees must have received basic training in rendering First Aid to ensure that in the event of an injury to any person or persons on the site, there is always an employee of the Contractor trained and certificated to First Aid at Work standard

available to administer First Aid. First Aid kits must be readily available at each location of the site on which the contractor or his employees are working.

The Contractor shall not allow any of his employees onto the site whilst under the influence of alcohol or drugs except when the latter is prescribed for medication and are not in medical opinion detrimental to the employee's duties as required by the contract.

Where the nature or the place of any duties upon which the Contractor's employees shall be engaged in the execution of the works make the wearing of any special protective equipment, clothing and/or footwear necessary or appropriate, the Contractor shall provide and shall require his employees to wear such equipment, clothing and/or footwear. Where CTC's policies, rules, procedures or standards require any special or protective equipment, clothing or footwear to be worn, the Contractor shall ensure that such equipment, clothing or footwear is provided for and worn by his employees. Such special or protective equipment, clothing or footwear shall be maintained and replaced as necessary by the Contractor.

The Contractor shall employ and maintain a Site Safety Induction System to ensure all Contractor's and Sub-Contractors employees, authorised employees of CTC and authorised visitors are fully aware of the Site Safety procedures in place at the site.

2.20 Method Statements & Risk Assessments

The Contractor is to prepare fully developed method statements and risk assessments, showing how the Contractor intends to proceed with the operations necessary for the delivery of the works. This statement will clearly indicate the Contractor's choice of method for dealing with each element or sub-element of the works, detailing where applicable alternatives considered and explaining how the work is to be undertaken safely.

All safety measures adopted shall be in accordance with the Conditions of Contract, notwithstanding any additional requirements of CTC.

2.21 Construction Design and Management Regulations 2015

CDS are acting as Principal Designer for this project. The project is not expected to be notifiable, but if this changes once tenders are received and based on supplied work programmes the HSE will be notified. In any case, risks will need to be identified and managed at all stages in the works, both pre-construction through the design process and during the construction phase via the main contractor.

2.21a As-Built Drawings and Health & Safety File

The Contractor is to supply all information required by CTC to enable as built drawings and information for the Health & Safety file to be issued, including actual routes of services, drains, man holes; position and height of mounds, and final positions of all design features including roads, car parks, footpaths, fences, gates, walls etc trees and soft landscaping features.

2.22 Reporting of Accidents and Other Incidents

The Contractor shall report to CTC all incidents involving injury to persons or other dangerous occurrence, any contravention of any law any breach or alleged breach of contract, and all repairs, damages, losses occurring on the site and to any property of CTC during the execution of the works. The reporting of such occurrence shall take place immediately after such accident, incident, repair, damage, or loss becomes evident or within 24 hours of the occurrence and within a further period of 24 hours the Contractor shall provide CTC with a written report on the incident or matter unless CTC indicates otherwise.

2.23 Indemnity and Insurance

The Contractor must carry a Public Liability Insurance cover of £5m minimum for any one occurrence or series of occurrences arising out of any one event.

The contractor must carry Employers liability Insurance cover of £10m minimum for any occurrence or series of occurrences arising out of any one event.

2.24 Temporary Facilities

The Contractor shall provide, maintain and remove on completion of the Works all Temporary facilities necessary for the safe execution of the Works. Such facilities shall include access to the various parts of the site and the Contractor shall at all times maintain such temporary fencing as is necessary to provide adequate protection of the Works and to the public and private landowner from excavations deposited materials and all other site operations.

2.25 Care of Works

From the commencement to the completion of the Works the Contractor shall take full responsibility for the care of all trees and shrubs and in case of damage or loss from any cause whatsoever shall, at his own cost, report and make good the same so that at completion the Works shall be in good order and condition and in conformity in every respect with the requirements of the Contractor and CTC's instructions.

2.26 Nuisance and Damage

The Contractor shall take due care at all times to avoid damaging any structures or fittings, street furniture, trees, shrubs and plants, grass and other surfaces on or adjacent to the Site or on neighbouring property. If any such damage occurs the Contractor shall, unless otherwise agreed with CTC, carry out within 24 hours of the damage occurring or the Contractor becoming aware of its occurrence full and adequate reinstatement at his expense in accordance with the details set out within the Contract and to the complete satisfaction of CTC or alternatively satisfy CTC that full and adequate compensation has been paid to any third party concerned.

The Contractor shall provide at his own expense all boards, planks, road plates etc. as may be necessary to protect existing roads, pathways and grassed areas at on or adjacent to the Site from undue damage by any cause whatsoever during the execution of the Works.

The execution of the Works shall be carried out in a reasonable manner without causing nuisance, damage, disturbance or excessive noise. The Contractor shall indemnify CTC from and against any liability for damages on account of any such nuisance, damage, disturbance or excessive noise, whilst executing the Works and against all claims, demands, proceedings, damages, cost, charges and expenses whatsoever in regard or in relation to such liability.

All operations necessary for the purposes of the Contract shall so far as compliance with the requirements of the Contract permits be performed so as not to interfere unnecessarily with the public use of any Highway or other areas and the Contractor shall indemnify CTC in respect of all claims, demands, proceedings, damages, costs, charges and expenses whatsoever arising out of or in relation to any such matters.

2.27 Giving Notices and Payment of Fees

The Contractor shall give all notices and pay all fees required to be given or paid by any Act of Parliament or any Regulation or bylaw of any local or other statutory authority in relation to the execution of the works and abide by the rules and regulations of all public bodies and companies

whose property or rights are or may be affected in any way by the execution of the Works. The Contractor shall include in his tender for all such fees.

The Contractor shall ascertain and conform in all respects with the provisions of any general or local Act of Parliament and the Regulations and bylaws of any local or other statutory authority which may be applicable and with such rules and regulations of public bodies and companies as aforesaid and shall keep CTC indemnified against all penalties and liability of every kind for breach of any such Act, Regulation or bylaw, provided always that:-

a. The Contractor shall not be required to indemnify CTC against the consequences of any such breach which is the unavoidable result of complying with the Specifications or instructions of CTC.

b. If any Specification or instruction of CTC shall at any time be found not to be in conformity with any such Act, Regulation or bylaw CTC shall issue such instructions including the ordering of a variation as may be necessary to ensure conformity with such Act, Regulation or bylaw.

2.28 Bribery and Corruption

CTC shall be entitled to terminate the Contract forthwith and to recover from the Contractor the amount of any loss resulting from such cancellation if-

- a. The Contractor shall have offered to give or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the Contract or any other contract with CTC, or
- b. The Contractor shall have attempted to gain information relating to the Contract other than via employees of CTC nominated for this purpose, or
- c. The like acts shall have been done by any person employed by him or acting on his behalf (whether with or without the knowledge of the Contractor), or
- d. In relation to any contact with CTC the Contractor or person employed by him or action on his behalf shall:
 - i. Have committed any offence under the Prevention of Corruption Acts 1889 or 1916, or
 - ii. Have given any fee or reward the receipt of which is an offence under Section II 7(2) of the Local Government Act 1972.

2.28a Gratuities

The Contractor shall not, whether by himself or by any person employed by him to execute the Works, solicit any gratuity or tip or any other form of money taking or reward, collection or charge for any of the Works other than bona fide charges approved by CTC.

2.29 Agency

The Contractor is not and shall not hold himself out as being the servant or agent of CTC.

The Contractor is not and shall not hold himself out as being authorised to enter into any contract on behalf of CTC or in any other way to bind CTC to the performance, variation, release or discharge of any obligation.

The Contractor has not and shall not hold himself out as having the power to make, vary, discharge or waive any bylaw or regulation of any kind.

The employees of the Contractor are not, shall not hold themselves out to be and shall not be held out by the Contractor as being servants, or agents of the CTC for any purpose whatsoever.

2.30 Payment or Charges

The Contractor shall pay all charges in connection with the supply of any water or electricity used in the execution of the works.

2.31 Employers Workmen and Contractors

The Contractor shall in accordance with the requirements of CTC neither hinder nor impede other contractors employed by CTC and their workmen.

2.32 Defaults of Contractor in Compliance

CTC shall during the execution of the Works have the power to order in writing: -

- a. The removal at the expense of the Contractor within such time or times as may be specified in the order of any materials, which in the opinion of CTC are not in accordance with the Contract and/or the substitution of proper and suitable materials.
- b. The removal and/or proper re-execution (notwithstanding any previous test thereof or interim payment therefore) at the expense of the Contractor within such time or times as may be specified in the order of any work which in respect of materials or workmanship is not in the opinion of CTC in accordance with the Contract.

In case of default on the part of the Contractor in carrying out any order, work instruction or the like or requirements of CTC, CTC shall be entitled either to use his own employees or to employ and pay other persons to carry out the same and all expenses consequent thereon or incidental thereto shall be borne by the Contractor and shall be recoverable from him by CTC or may be deducted by CTC from any monies due or which may become due to the Contractor.

Failure of CTC to disapprove any work or materials shall not prejudice the power of CTC subsequently to disapprove such work or materials.

At all times from the Commencement Date CTC shall regularly inspect the work undertaken by the Contractor in order to ascertain whether he is complying with his contractual obligations.

2.33 Omission or Failure to Execute the Works

Without prejudice to the foregoing if the Contractor omits or fails to execute any part of the Works in accordance with the provisions of the Contract, the CA shall assess the cost of remedying the omission or failure and shall deduct that assessed cost from any sums due to the Contractor under the provisions of his Contract. In addition, the CA shall be entitled to include within such assessed costs as he may consider appropriate, all costs including incidental expenses incurred by the CA in rectifying and/or dealing with such omission or failure.

If any such omission or failure results in any claim or complaint from a third party which necessitates any involvement by the CA then the CA shall be entitled to recover in the same manner as detailed in sub clause as above, all costs including incidental expenses incurred in dealing with such matter.

2.34 Observance of Statutory Requirements

The Contractor shall comply at his cost with all statutory and other provisions to be observed and performed in connection with the Works being executed under the Contract whether currently in force or subsequently introduced and shall indemnify CTC accordingly.

The Contractor shall take all necessary action to comply with the duty of care imposed by Section 34 of the Environmental Protection Act 1990, so far as that duty applies to him or to persons or to waste under this control in the course of carrying out the Contract.

The Contractor will comply with any request by CTC for information and to the inspection of documents under the control of the Contractor so far as such request is reasonably necessary to enable CTC to satisfy himself that no breaches have occurred.

2.35 Confidentiality

The Contractor shall neither dispose nor part with possession of any confidential material provided to the Contractor by CTC pursuant to the Contract or prepared by the Contractor pursuant to the Contract, other than in accordance with the express written instructions of CTC.

The Contractor shall not and shall ensure that his employees do not divulge to any third party any information that comes into his or their possession in the course of executing the Works.

The Contractor shall indemnify and keep indemnified CTC against all actions, claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of any breach by the Contractor of this Clause.

2.36 British Standards

Where an appropriate British Standard Specification or British Standard Code of Practice issued by the British Standards Institution or equivalent standard of another member state of the European Community is current at the time of tendering, all materials used or supplied and all workmanship shall as a minimum requirement, be in accordance with that Standard, without prejudice to any higher standard required by the Contract. Any conflicts in specification standards or working practice procedures to be applied to the Contract shall be determined by CTC.

2.37 Use of Mains Water

The Contractor shall be responsible for making his own arrangements with the Water Authority for obtaining mains water for the Works and he shall comply with all the local conditions regarding the use of water. The Contractor shall agree with the Water Authority the location of all hydrants from which mains water can be abstracted for the Works together with abstraction methods, receiving apparatus, draw-off rates and time and he shall provide constant attendance when water is being drawn-off any hydrant.

2.38 Precautions against Pollution

In executing the Works the Contractor shall take all necessary precautions to ensure the proper protection of all ground surfaces, roads, pathways, vegetation, grass areas and watercourses of any kind against any form of pollution however caused through the execution of the works.

The contractor shall provide for the duration of the works on site equipment and materials to deal with pollution spillages relevant to the type of plant, equipment and materials in use and provide staff trained in the proper use of pollution control equipment. The Contractor shall notify CTC immediately of any pollution event on the site.

2.39 Notices & Site Instructions

- a) Any notice to be served upon the Contractor shall be valid and effective if it is sent by prepaid First Class Recorded Delivery post or delivered by hand to the registered office, principal place of business or to the premises referred to in the Tender Documents or is delivered by hand to a Director, Proprietor, or other responsible representative of the Contractor nominated at commencement of the Contract.
- b) The CA may serve Notice on the Contractor by electronic mail to the email address of the Contractors Contract Representative and a second nominated Contractors email address agreed at commencement of the Contract which shall be valid and effective when read and confirmed in writing within 5 days as set out in clause 2.39a.

No notice to be served upon CTC shall be valid or effective unless it is sent by prepaid First Class Recorded Delivery post or delivered by hand to the Council at:

Melanie Street
Assistant Town Clerk
Crowborough Town Council
Council Offices
Pine Grove
Crowborough
East Sussex
TN6 1DH

- c) The Contractor may serve Notice on the Employer by electronic mail to the email address of the Cemetery Manager and the CA email address agreed at commencement of the Contract which shall be valid and effective when read and confirmed in writing within 5 days as set out in clause 2.39c.

Site instructions may be given to the Contractor by the CA verbally, by electronic mail or in writing by post and in all cases shall be of immediate effect and will be confirmed in accordance with the agreed procedure in the form of contract or otherwise as agreed at the commencement of the contract.

Should the Contractor dispute the validity of any instruction or notice he shall notify the CA immediately and inform the CA in writing within 7 days setting out his reasons or otherwise in accordance with the agreed procedure in the form of contract.

2.40 Waiver

Failure by CTC at any time to enforce the provisions of the Contract or to require performance by the Contractor of any of the provisions of the Contract, shall not be construed as a waiver of any such provision and shall not affect the validity of the Contract or any part thereof or the right of CTC to enforce any provision in accordance with its terms.

2.41 Use of Radios by Employees

The Contractor shall ensure that radios, tape recorders and similar equipment used by persons for whom the Contractor is responsible do not cause inconvenience or nuisance to the public or to the occupants of nearby premises.

The Contractor shall ensure that no radio, tape recorder or similar equipment is brought onto the Site by persons for whom the Contractor is responsible which is likely to interfere with any nearby electronic security systems.

2.42 Advertising

The Contractor shall not display or permit name boards or advertisements to be displayed on the site without the prior written consent of CTC which will not normally be forthcoming. Each such consent shall stipulate the type, size, colour and siting of such name boards or advertisements which shall be removed by the Contractor immediately upon completion of the Works.

If required by CTC the Contractor will erect at the commencement of Works on the site a signboard or signboards provided by CTC. Such signboards will indicate that the works are being carried out by CTC together with any other such information that CTC may require such as the nature of and reason for the works. During the course of any Works the Contractor will be responsible at his expense for the repair of any damage which may occur to such signboards and shall return all signboards to CTC upon completion of the Works. The positioning of any such signboard at each location will be determined by CTC.

All vehicles used by the Contractor in connection with this Contract may only display his title and logo unless otherwise agreed in writing by CTC.

2.43 Visitors to the Public Open Space

The Contractor shall undertake the works in such a manner as to avoid disturbance or inconvenience to visitors to the surrounding site. Any member of the public making enquiries to the Contractor or any of his employees about any aspects of the Contract or like matters shall be politely referred to CTC for a reply.

2.44 Wildlife and Countryside Act 1981/Nature Conservation Strategy

The Contractor's attention is drawn to this Act with regard to the possible implications of disturbing or destroying scheduled flora and fauna whilst executing the works. The Contractor shall receive no additional payments from CTC in respect of any extra costs incurred in complying with this legislation and the strategy.

2.45 Works Close to Footpaths and Roads

In the event of any soil, mud, debris or other droppings being deposited by whatever cause upon any part of a footpath or road, which is open to public or private use, due to the execution of the Works then the Contractor shall regularly clean up the same to the complete satisfaction of CTC. The Contractor will supply at his own expense operate road cleaning equipment and plant when instructed by CTC and or the Local Highway Authority.

2.46 Use of Pesticides & Herbicides

All pesticides used in this Contract shall be in accordance with the following requirements: -

The term "pesticides" encompasses products such as herbicides, fungicides and insecticides, and only those pesticides approved under the Control of Pesticides Regulations 1986 shall be used by the Contractor and CTC reserves the right for the substitution of an alternative product if approval of the proposed pesticide is revoked. The Contractor shall clarify with CTC prior to the use of any such pesticide that it has not had its approval revoked or may be unsuitable for a particular item of Works. No compensation shall be payable to the Contractor in any case of such revocation.

The Contractor shall give CTC a minimum of 24 hours notice of his intention to apply any approved pesticide. The Contractor shall only proceed with the application on days when the weather and local conditions are suitable in every respect and show every indication of remaining so for the period necessary for proper application to be completed and in the case of foliar acting herbicides for at least the period required after application for the particular pesticide to be fully absorbed. CTC reserves the right to postpone, suspend or cancel the Works at any time should he consider that conditions are unsuitable or that the application is not being carried out in a proper manner and his decision shall be final and binding and no compensation will be payable to the Contractor for time lost under these circumstances.

The Contractor shall fully comply with the manufacturer's instructions in all respects, regarding the use of any pesticides.

The Contractor shall ensure that he and all his employees involved with the application of pesticides are supplied with and wear at all times suitable protective clothing complying with the recommendations for the pesticide being handled.

The Contractor and all his employees involved in the storage, transport or application of any pesticide shall be fully trained and hold the Foundation Module (PA1) National Proficiency Test Certificate in pesticide application and in addition the Contractor and all those of his employees applying pesticides shall also hold the relevant application methods module National Proficiency Test Certificate (PA6 Hand Held Applicator or other Test approved by the supervisory officer).

Should the use or application of any pesticide result in any damage whatsoever to any turf, plants, trees or soil other than those intended specifically to be controlled by the product or to any other flora or fauna within or outside the area to be treated then the Contractor shall be held fully liable and shall fully indemnify CTC accordingly. In respect of any such damage on the Site or adjoining properties the Contractor shall fully reinstate any damaged turf, trees, shrubs, plants, soil or the like entirely at his own expense and to the complete satisfaction of CTC and in respect of all such other damage shall either fully make good as appropriate or practicable, or pay appropriate compensation in lieu to the complete satisfaction of CTC.

Water used for the dilution of any pesticide shall always be obtained from the mains supply.

The Contractor shall ensure that the application of pesticides is carried out using equipment properly designed and manufactured for the purpose and that all such equipment is properly maintained and in good working order.

Pesticides shall not be stored on the Site but shall be brought onto the Site only as and when required. Any used or partly used pesticides or containers shall be removed from the Site immediately after use. Pesticide containers shall be kept locked in a secure locker or vehicle compartment at any time that they are left unattended during the working day on the site.

Spray tanks and containers shall not be rinsed out or left on the Site.

The Contractor must ensure that he is aware of his obligations in respect of the safe use, handling, storage and disposal of pesticides under all relevant regulations, including:

- a. The Health and Safety at Work Act 1974
- b. The Poisonous Substances in Agriculture Regulations 1984
- c. The Pharmacy and Poisons Act 1933

- d. The Control of Pollution Act 1974
- e. The Food and Environmental Protection Act 1985, Part III Control of Pesticides Regulations 1986
- f. The Control of Substances Hazardous to Health Regulations 1988.

The Contractor shall keep accurate written records of all pesticide applications on the site in a form to be approved, before any pesticide applications commence under the Contract, by CTC to whom copies in respect of those areas of the Site where such applications have been made shall be supplied on a weekly basis by the Wednesday of the following week.

2.47 Public Safety

If the Contractor leaves any wood, debris, open holes or other potential hazards unattended at any location on the Site he shall be fully responsible for ensuring that they are left tidy and in a safe and secure condition. The Contractor shall not leave any plant unattended on the Site without the prior consent of CTC in which case it will be left in a safe condition with adequate warning signs, lamps, cones, fencing and the like provided to safeguard the public and in accordance with any other reasonable requirements of CTC

Where there are known to be children, elderly persons or mentally or physically handicapped persons at adjacent to or passing by an area of the Site the Contractor shall take any additional measures necessary to ensure their safety.

2.48 Fires

The Contractor shall not light any fire on the Site without the prior consent of CTC which consent will not normally be given. Where such consent is given fires shall be lit without the use of rubber tyres, only in the locations specifically approved for that purpose and whilst the Contractor shall take all reasonable precautions to prevent loss of damage from such fires he shall be liable in respect of all risks, actions, claims and damages arising there from. No fire shall be left burning unattended and the ground at the location of the fire shall be reinstated to the satisfaction of CTC on completion of the Works.

2.49 Animals and Children, etc

The Contractor shall not bring any children, other unauthorised persons or animals including dogs into the Site at any time. Additionally, the Contractor shall ensure that no unauthorised persons are allowed onto the site whilst work is in progress. The Contractor shall maintain a daily visitors log for all authorised persons on site.

2.50 Disposal of Arisings, Infected Plant Material and Sanitation of Tools

The Contractor shall unless otherwise specified or directed by CTC be responsible for the removal and disposal on a daily basis of all empty bags, containers, stones, brash or other debris or arising resulting from, through or because of, the Works on the Site. Disposal shall be to a licensed tip. Any tipping fees or other charges or costs incurred in the removal and/or disposal of any arisings shall be met by the Contractor. Evidence of tipping may be required by the client.

If necessary, the Contractor shall agree special arrangements with CTC prior to the disposal of any infected plant material or pruning's that may arise during the period of the Contract. Such arrangements shall include the basis on which the Contractor is to be reimbursed for any extra costs incurred as a result of such measures being necessary.

2.51 Location of Services

Whilst CTC will make reasonable effort to provide the Contractor with details of the positions of underground services no responsibility can be accepted for the accuracy of this information and the Contractor shall consult and liaise with the appropriate Statutory Undertakers or suppliers as may be required prior to work commencing on the Site and the Contractor shall be responsible for fulfilling any requirements which may be made by the Statutory Undertakers or suppliers in relation to the Works on the Site

2.52 Location of Drains

The Contractor shall take all reasonable precautions to avoid damaging existing drains.

2.53 Welfare Facilities

The Contractor shall at his own expense be responsible for providing any necessary shelter, toilet, washing, messing, First Aid and other welfare facilities for the use of his employees and subcontractors and or the employees of CTC on the site during the working day. Welfare facilities shall be maintained in a hygienic condition at all times and regularly cleaned and serviced during the contract period to the satisfaction of CTC.

Semi-permanent fixed welfare facilities are permitted to be left on site overnight in a secure compound at a location agreed with CTC for which written approval is required before facilities are delivered to site.

Mobile facilities shall not be left on Site overnight without the prior written approval of CTC that will not normally be given.

Under no circumstances will any caravan, motorhome or other overnight accommodation be permitted on the Site.

2.54 Clearance of Site on Completion

On the completion of the Works the Contractor shall remove from the Site all Contractor's plant, surplus materials, rubbish and temporary works of every kind and leave the whole of the Site clean and in perfect order for use, to the satisfaction of CTC. Should the Contractor fail to do so the CA may retain and remove such items as seen fit and the Contractor shall reimburse CTC for all disposal costs.

Upon completion of each element of the Works the Contractor shall clear away and remove from that element of the Works all Contractors plant, surplus materials, rubbish, arisings and temporary works of any kind and leave that element of the Works clean, tidy and in perfect order for use, to the complete satisfaction of CTC.

2.55 Endorsements

The award of this Contract shall not entitle the Contractor to endorse its products or services by reference in any way to Crowborough Town Council nor shall the Contractor exhibit or display for advertisement or otherwise any goods, equipment or vehicles to be supplied under the Contract to CTC (whether the property in such goods, equipment or vehicles shall have passed to CTC or not) without the written consent of CTC.

2.56 Tipping of Materials

All areas for the temporary storage of soil or other materials shall be agreed in advance with the CA prior to excavation or delivery to site.

2.57 Public Access and Safety

The Contractor will ensure that the public can still safely use those areas of the site not subject to the works under this contract, at all times of the day. However, the public **must not** have access to any of the Contractor's items and materials being used as part of the contract.

2.58 Private Access and Safety

The Contractor will ensure that the access to the proposed Cemetery grounds are safely maintained for use by authorised persons during the period subject to the works under this contract at all times of the day, except where practical and safety limitations preclude such access for which purpose the Contractor will give 48 hours notice in writing to CTC stating the extent of the works, period of closure and details of the provision of temporary access arrangements. No closure works shall be undertaken in the area of the private access without the written approval of CTC.

2.59 Temporary Fencing

The contractor shall safeguard the works with temporary barricading of a 'cage' type of at least 2 metres in height. The fence panels shall be constructed so that they deter climbing and will be anchored into free-standing concrete blocks, the cage panels locked together to prevent unauthorised access. This shall be erected prior to the commencement of any other operations and be maintained throughout the contract period so as to be fit for the purposes described above.

2.60 Protection of the Existing Site

Contractor shall take all necessary precautions to protect conserved vegetation from malicious and accidental damage. All trees and existing vegetation are to remain intact. The Tree protection zones are to be established for all mature trees on the site to the satisfaction of CTC. Any damaged trees shall be replaced by plants of similar species and approved sizes as directed, at the Contractor's expense. Grassed areas which fall outside the planting areas shall also be protected and reinstated if disturbed during the contract.

The Contractor shall protect existing kerbs, roads, and other site features of any kind, which are to remain in position during the execution of the works. A schedule of site conditions shall be drawn up by the contractor and agreed at the time of possession by all parties. On completion of the works any damage to the fabric of the pre-existing site features shall be made good by the contractor at his own expense to the satisfaction of CTC.

2.61 Conserved Boundaries

The Contractor shall take all necessary precautions to protect existing structures, trees, shrubs, fences, roads and footpaths that determine the extents of the site and that are to remain, and any damage shall be made good at his own expense to match existing.

2.62 Services

The Contractor is to protect all services on site. The location of known services will be provided at the pre-contract meeting and or in the Pre Construction Information File. The contractor is responsible for confirming the location of buried services prior to excavation by the use of tracing equipment and to undertake hand dug test holes or trenches to determine the depth and line of buried services.

3.0 Rectification Period

The Contractor shall warrant all the work undertaken within the Contract and all products supplied and installed in relation to the works for a Rectification Period of 12 months following practical completion.