

STOCKPORT HOMES LTD SCHEDULE OF AMENDMENTS

Clause 1.1 – Definitions

In clause 1.1, insert, delete and/or amend the following definitions:

- Agreement: add the words “(incorporating the Schedule of Amendments)” in the left-hand column, and add to the end of the definition, before the full stop “, each as amended by the Schedule of Amendments”.
- Conditions: add to the end of the definition, before the full stop “, as amended by the Schedule of Amendments”.

- Insert new definitions as follows:

Replace definition for Contract Documents with new definition as follows:

“Contract Documents: the Agreement, these Conditions (as amended by the Stockport Homes Standard Schedule of Amendments), the Schedule of Rates Appendix A and the Specification Appendix B

Schedule of Amendments: the document entitled as such and attached to the Contract and which forms part of this Contract.

Specification: the document named as such under item 1.2 of the Contract Particulars describing the works to be executed by the Contractor and the standards applying to the execution and completion of the works.

Section 1.2

Insert word specification, after The Agreement.

Clause 2.2.1

Delete the words “Schedule of Rates” in the second line and replace with “Specification”.

Clause 2.3.5

Delete this clause and renumber clause 2.3.6 as 2.3.5.

Clause 2.6

Renumber clause 2.6 as clause 2.6.1 and delete the word “reasonable” in the second line. Add a new clause 2.6.2 as follows:

"2.6.2 If the Contract Particulars state that clause 2.6.2 applies in respect of any Order and/or any Section, the Employer may defer the giving of possession of the Contract Area or any part of it and/or any Section for a period not exceeding 6 weeks or such lesser period stated in the Contract Particulars, calculated from the relevant commencement date stated in the Order."

Clause 2.10.2

Delete the words “for reasons beyond his control (including compliance with any instruction of the Contract Administrator that does not arise from the Contractor's default)” and replace with “due to the occurrence of a Relevant Event listed in clause 2.10.3”.

Insert new clause 2.10.3

"2.10.3 The following are the Relevant Events referred to in clause 2.10.2"(if and to the extent that they are not in any way due to or consequent upon any negligence, omission, default, breach of contract or breach of statutory duty of the Contractor or the Contractor's Persons and/or any Sub-contractor or supplier or their servants or agents):

- 1. Variations;
- 2 .Instructions of the Contract Administrator for the opening up for inspection or testing of any work, materials or goods, unless the inspection or test shows that the work, materials or goods are not in accordance with this Contract;
- 3. deferment of the giving of possession of the Site under clause 2.6.2;
- 4. Any impediment, prevention or default, whether by act or omission, by the Employer, the Contract Administrator or any persons engaged by the Employer.
- 5 .The carrying out by a Statutory Undertaker of work in pursuance of its statutory obligations in relation to the Works, or the failure to carry out such work.
- 6.Exceptionally adverse weather conditions.
- 7. Loss or damage occasioned by any of the Specified Perils.
- 8. The exercise after the date of this Contract by the United Kingdom Government of any statutory power which directly affects the execution of the Orders."

Add new clause 2.10.4

"2.10.4 In respect of any Relevant Event which occurs the Contractor shall, as a condition of claiming an extension of time arising therefrom:

- 1 constantly use his best endeavours to prevent delay and shall do all that may reasonably be required to the satisfaction of the Contract Administrator to proceed with the completion of an Order; and
- 2 provide such information required by the Contract Administrator as is reasonably necessary for the purposes of ascertaining the extension of time, if any, due. In this clause 2.10 and, so far as relevant, in the other clauses of these Conditions, any reference to delay or extension of time includes any further delay or further extension of time."

Clause 2.12 – Defects

This clause is to be amended as follows:

Delete the number “6” in the first line and replace with the number “12”.

After the words “Order Completion Date” in the first line add the words “or Section Completion Date”.

Insert new clause 2.14- Possession of the Contract Area

"2.14 The Contractor does not have exclusive possession of the Contract Area or any Section and must share the Contract Area and any Section with others including the Employer and the Residents. The Contractor shall conduct the execution of the works comprised in an Order so as not to cause any unnecessary inconvenience or disruption to the Residents of any Properties."

Clause 3.2

Renumber this clause as 3.2.1.

Add new clauses 3.2.2 and 3.2.3

"3.2.2 The Contractor shall inform the Contract Administrator of the names, addresses and legal representatives of his proposed Sub-Contractors when seeking the Contract Administrator's written consent, and shall also state the nature and extent of the work to be sub-let to each proposed Sub-Contractor and shall fully describe the work involved.

3.2.3 The Contractor shall remain wholly responsible for carrying out and completing all work to be executed under this Contract notwithstanding any such sub-letting and the Contractor shall remain liable under the Contract for all work sub-contracted and for all acts, defaults or neglect of any Sub-Contractor or supplier or their agents, servants or work people.

Clause 3.5.2 – Variations

Delete the last sentence of this clause.

Clause 3.6.2.2

Delete and substitute the following:

"3.6.2.2 the Employer shall reimburse the Contractor up to the date of cancellation of the Order such direct costs reasonably and properly incurred by the Contractor in anticipation of completion of the Order including (but only to the extent the following is not already included in any valuation under clause 3.6.2.1 and only to the extent such costs are not recovered through reimbursement through the Schedule of Rates or any other term in this Contract):

- 1 the reasonably and properly incurred cost of all materials and goods reasonably ordered and paid for or for which the Contractor is obliged to pay (provided that title in and possession of such goods passes to the Employer upon payment being made and the Contractor provides evidence in advance of such payment by way of vesting certificates that title does not remain with any third party) and
- 2 the reasonably and properly incurred demobilisation costs and
- 3 reasonably and properly incurred costs in respect of leaving the Site clean and tidy."

Add new clause 3.6.2.3

"3.6.2.3 The rights of the Contractor under clause 3.6.2.2 do not apply to situations or circumstances where the Employer has the right to determine the employment of the Contractor under the Contract or the Contractor's employment has been determined under clauses 8.4, 8.5 or 8.6 of this Contract and the Contractor hereby acknowledges and accepts that his full entitlement upon cancellation of an Order under clause 3.6 is set out in clause 3.6.2.2 and that the Contractor shall have no claim for any other costs, losses, expenses or damages that may be incurred including but not limited to loss of site overheads, head office overheads, and profit."

Clause 3.7

Add after the word "thereon" the words "and the Contractor shall immediately exclude that person from the Site".

Clause 4.6.1

Change 14 days to 30 days

Clause 4.6.2

At the end of the clause add, "For the avoidance of doubt it shall be a condition of payment that the Contractor submits a valid invoice as aforesaid and in the absence of such submission the Employer shall be at liberty to issue a pay less notice pursuant to clause 4.6.5."

Clause 7.3

Insert a new clause as follows:

"7.3.1 Valuation of payment to Contractor

Where the employment of the Contractor is determined in accordance with clause 7.1 the Employer shall pay the Contractor (in so far as such amounts or items have not already been covered by payments on account made to the Contractor) the value of all work carried out prior to the date of determination (as valued in accordance with Section 5) and in addition (but only to the extent the following is not already included in any valuation carried out in accordance with Section 5 or in payments made on account):

- 1. the amounts payable in respect of any preliminary items so far as the work or service comprised therein has been properly carried out or performed in accordance with this Contract or a proper proportion of any such items has been properly partially carried out or performed
- 2. the reasonably and properly incurred cost of all materials and goods reasonably ordered and paid for or for which the Contractor is obliged to pay and which are not free issue materials and goods supplied by the Employer (provided that title in and possession of such goods passes to the Employer upon payment being made and the Contractor provides evidence in advance of such payment by way of vesting certificates that title does not remain with any third party)
- 3. a sum being the amount of any expenditure reasonably incurred by the Contractor in the expectation of completing the whole of the works insofar as such expenditure has not been recovered by any other payments referred to in this sub-clause and

- 4. the reasonably and properly incurred demobilisation costs.

7.3.2 The Contractor hereby acknowledges and accepts that his full entitlement upon determination under clause 7.1 is set out in clause 7.3.1 and that the Contractor shall have no claim for any other costs, losses, expenses or damages that may be incurred including but not limited to loss of site overheads, head office overheads, and profit."

Clauses 8.2.2 and 8.2.3

Delete clauses 8.2.2 and 8.2.3 and substitute as follows:

"8.2.2 Such termination shall take effect in connection with the Terminated Works identified under clause 8.11 on receipt of the relevant notice.

8.2.3 Each notice referred to in this section shall be in writing and sent by Recorded Signed for or Special Delivery post and shall identify the Terminated Works in connection with which it is given as required by clause 8.11. Where sent by post in that manner it shall, subject to proof to the contrary, be deemed to have been received on the second Business Day after the date of posting."

New Clause 8.4.4

Insert new clause 8.4.4 as follows:

"8.4.4 If the Contractor is in breach of clause 3.1 or 3.2 the Employer may forthwith determine the employment of the Contractor under the Contract by notice sent by Recorded Signed for or Special Delivery post. Where sent by post in that manner it shall, subject to proof to the contrary, be deemed to have been received on the second Business Day after the date of posting."

Clause 8.6

In clause 8.6, after "acting or his behalf", insert "or associated with him".

At the end of the clause, after the full stop, insert:

"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 Contractor's Person, Sub-contractor, or supplier to the Contractor. In addition to the termination rights linked to regulation 73(1) of the PC Regulations, the Employer shall further be entitled to terminate the Contractor's employment by notice to the Contractor if in relation to this Contract or any other such contract the Contractor should have been excluded from participation in any procurement process or at the time of the award or thereafter the Contractor has been involved with any circumstances described in regulations 57(3), 57(4), 57(8), 57(9), 57(10) of the PC Regulations. Supplemental Provision 8 of this Contract applies."

Clauses 8.7.2

Delete this clause in its entirety and insert "Number not used."

Clause 8.7.3

In clause 8.7.3 delete the words "the Contractor for any reason does not give the further notice referred to in clause 8.7.2 but" in the first line.

Insert after "a reasonable time after such repetition" insert the words "being a period of not less than 28 days". Insert after the words "the Contractor may by" in the penultimate line the words "14 days written".

Clause 10 – Data Protection

Insert a new clause 10 as follows:

"10.1 The Contractor warrants to the Employer that it shall comply with all obligations under the EU General Data Protection Regulations in association with information relating to the Employer or this Contract."

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