

# Building Contract

**This Agreement is between:**

**The Employer:** Padbury Parish Council

**And:**

**The Contractor**

Business Name:

Address:

Business Number:

Email

**Client Officer**

Organisation: Padbury Parish Council

Name: Parish Clerk

Email: padburyparishcouncil@gmail.com

Tel: 07961 827302

## 1. DEFINITIONS & INTERPRETATIONS

In this Contract, save where the context otherwise requires, the following expressions shall have the meanings hereby assigned to them:

CDM Regulations	the Construction (Design and Management) Regulations 2015.
Client Officer	Parish Clerk for the time being of the Council or any person duly authorised by her in writing to act on her behalf.
Commencement Date	the date from which the Contractor will be required to commence to provide the Works, as notified by the Client Officer or such other date as may be agreed.
Completion Date	the date by which the Contractor will be required to complete the Works, as notified by the Client Officer or such other date as may be agreed.
Conditions	these conditions, any supplementary conditions, and any modification thereof.
Contract	any formal Contract document entered between the Contractor and the Employer and includes the documents incorporated therein and forming part thereof.
Contractor	the person, persons, or company whose tender is accepted by the Council and includes the Contractor's personal representative and

	successors. For the purposes of the CDM Regulations the Contractor will be considered as the Principal Contractor and unless otherwise stated within this agreement.
Council	the Parish Council of Padbury or any successor Council.
Days	business days excluding weekends or public holidays.
Employer	the Council and referred to as the Employer or the Council.
Lot	the work to be undertaken by the Contractor as described in the Tender documents or any supporting documentation.
Materials	any goods supplied by the Contractor in relation to the project.
Pavilion	the building and cricket hut known as the Springfields pavilion.
Programme	the programme of work submitted by the Contractor in accordance with the requirements of the Tender documents.
Retention	the amount or percentage held by the Employer for the duration of the Rectification Period until any defects or faults are made good to the satisfaction of the Employer.
Rectification Period	period of 12 months from the date the Works have been formally completed and adopted by the Employer to put right any defects in the work.
Works	the work to be undertaken by the Contractor as described in the Tender documents or any supporting documentation in respect of the Pavilion.
Tender Documents	the invitation to tender and accompanying documents relating thereto.
VAT	Value Added Tax.

## 2. THE WORKS

### 2.1 Overview of Requirements

The Contractor is to do such Works as is encompassed in the Invitation to Tender and attachments thereto in accordance with the details provided by the Contractor and accepted by The Employer. All works and obligations are the responsibility of the Contractor, including all details covered within this agreement and the documentation outlined in clause 2.3.

### 2.2 Contract Sum

Excluding any variations or changes made after this agreement has been signed, and during the contract period, the total sum agreed for the purposes of this contract will be:

£ \_\_\_\_\_ (EX VAT)

### 2.3 Documentation

The Employer provided the Contractor with the following documents and are deemed to form and construed as part of this Contract:

- (a) The Invitation to Tender document
- (b) All plans and specifications as set out in the Invitation to Tender document and all other documents referred to therein created by the Council.

The Employer has had the following documents provided by the Contractor, and are deemed to form and construed as part of this Contract:

- (a) The tender submission.
- (c) The quotation outlining costs associated with the project.
- (b) Certificate of bona fide tender.
- (c) Any designs and drawings

- (d) Any health and safety plans.
- (e) Completed Tender Evaluation Criteria document.
- (f) Signed Form of Contract
- (g) Details of insurances as set out in the insurance section of this contract.
- (h) Any emails or communications from the Contractor during or following the tender process including revisions to the original submission.

### 3. GENERAL QUALITY AND METHOD OF WORKS

#### 3.1 Levels of skills required

Operatives must be appropriately skilled and experienced for the type and quality of work. The Contractor shall inspect all components / materials carefully before using and reject any which are defective.

#### 3.2 Supervision

In addition to the constant management and supervision of the work provided by the Contractor person in charge, all significant types of work must be under the close control of a competent supervisor to ensure maintenance of satisfactory quality and progress of the Works alongside the Client Officer or authorised person who will meet with the Contractor at pre-arranged dates throughout the Works.

#### 3.3 Repairs and Re-instatement

The Contractor shall make good any damage because of carrying out the Works described herein. The method and material used to repair any damage shall be agreed to in writing as part of the documents provided that form the necessary requirements within this agreement.

#### 3.4 Good Practice

Where and to the extent that materials, products, and workmanship are not fully detailed or specified they are to be:

- (a) of a standard appropriate to the Works and suitable for the purposes stated herein or
- (b) reasonably to be inferred from the project documents, and in accordance with good practice.

#### 3.5 Existing Services and Infrastructure

The Employer, if requested, will supply any available details and drawings of existing services located on or near the area of the Works. Additionally, the Contractor shall take precautionary measures to check the current location and type of services by any reasonable means. Notwithstanding, any work that may be required to be carried out and likely to affect new or existing services, must be in accordance with the Bye Laws or Regulations of the relevant Statutory Authority and entirely to their inspector's satisfaction.

#### 3.6 Stability

The Contractor shall accept responsibility for the stability and structural integrity of the Works during the Contract, and support as necessary and ensure that the structural foundations and bases are stable.

#### 3.7 Nuisance

The Contractor shall take all necessary measures to minimise nuisance to occupiers of property adjoining the Works and shall comply with any reasonable instructions given by the Client Officer in this respect.

#### 3.8 Site Security and Safety

The Contractor shall comply in all respects of the CDM Regulations and make available a copy of their Health & Safety policy and relevant Risk Assessment. Appropriate signage should be displayed ensuring visibility from main access routes, and fencing should be erected on the perimeter of the Works being undertaken, which will be removed only when a formal handover has been conducted to the satisfaction of the Employer and/or Client Officer.

#### 3.9 Welfare Facilities

The Contractor will need to provide their own drinking water and appropriate portable chemical toilets during the period of construction at their own cost, unless otherwise stated in the tender document should this already be available on site. Health and Safety Executive guidance

should always be followed where possible, and welfare should be removed only when a formal handover has been conducted to the satisfaction of the Employer &/or Client Officer.

### **3.10 Use of the Site**

The Contractor shall not use the site for any purpose other than the carrying out of the Works.

### **3.11 Lighting & Power**

The Contractor shall make his own arrangements for light and power as may be required, unless otherwise stated in the tender document or agreed prior to the commencement of the Works.

### **3.12 Small Plant & Tools**

The Contractor shall provide, as necessary, all tools and plant necessary for the proper execution of the Works.

### **3.13 Construction Requirements**

The Contractor shall determine his own method of working if they comply with relevant regulations such as CDM Regulations. During the execution of the Works, any trafficking is to be kept to a minimum and every effort must be made to ensure that as little damage as possible is done to the surrounding grounds and areas.

### **3.14 Risk Assessment and Construction Phase Plan**

The Contractor is to undertake a risk assessment of the proposed works and to provide a copy of that to the Client Officer for agreement purposes before any works are commenced on site. Additionally, a 'Programme of Works' needs to be provided before work commences including all the necessary information specifically relating to these Works.

### **3.15 Spoil and Waste**

The Contractor shall be solely responsible for ensuring that all waste from packaging, building materials, and what is deemed as natural waste (spoil) from the site, is to be disposed of at a licensed facility unless otherwise stated in the tender document, leaving no residue that could cause a hazard or risk. Any material deemed as hazardous or requires special waste disposal procedures must adhere to the UK regulations, allowing for the provision of evidence such as Waste Consignment Notes to the Employer.

### **3.16 Storage**

The Contractor may use the Pavilion and the area of the car park extension for storage but must at the completion of the contract remove any items stored and make good any damage caused by such storage.

Otherwise the Council is unable to provide storage facilities for the Contractor during the contract period; it is therefore the Contractor's responsibility to take such measures as to the provision of any materials or equipment on site.

The Council will take no responsibility for any vandalism or theft, which might occur as a result of materials or equipment being stored. The Contractor shall be held responsible for any damage, which might occur as a result of any such storage of materials or equipment.

## **4. HEALTH, SAFETY AND WELFARE**

The Contractor in performing the Works covered by the contract, so as to ensure the Health, Safety and Welfare of the Contractor's staff, employees of the Council and all other persons including members of the public shall comply with: -

(a) All duties and responsibilities placed upon him by the Health and Safety at Work Act 1974 and all subsidiary legislation and the CDM Regulations especially with regard to the use of unqualified operatives, facilities for workmen, and the protection of motorists and pedestrians. The Contractor must allow for this in his rates.

(b) All other relevant Acts of Parliament, Statutory Instruments, regulations etc.

(c) All revisions, modifications, and amendments to Acts of Parliament, Statutory Instruments, regulations etc.

(d) All relevant Codes of Practice and British standards etc. and modifications, amendments and revisions thereto.

If in the opinion of the Council or Client Officer the Contractor's method of working is such as to present a risk of serious personal injury to the employees of the Contractor, employees of the Council or any other person the Client Officer shall issue a notice that the unsafe method working practice is to be remedied within a period of time that she considers reasonable having regard to all the circumstances. If the Contractor fails to remedy the unsafe working practice within the time stated in the notice the Client Officer will have the power to suspend the performance of all or part of the Works until the time as she considers the Contractor will adopt safe working practices. Any such suspension will be entirely at the Contractor's own expense.

#### 5. VARIATION OF CONTRACT

(a) Without prejudice to any other of the conditions hereof no omission from, addition to or variation of the Contract shall be valid or of any effect unless it is issued in writing and signed by the Client Officer.

(b) Save for an omission, addition or variation issued pursuant to sub-clause (a) of this clause any provision inconsistent with the Conditions contained in any other document or in any oral agreement is to be void and of no effect.

(c) If any variation to the contract is issued and where the work has been previously quoted for in the tender submission, that rate shall then be used.

#### 6. THE CLIENT OFFICER

The functions, rights and powers conferred by this Contract upon the Council shall be exercised by the Client Officer. The Contractor shall in no circumstances question the existence or extent of the authority of any person authorised by the Client Officer to act on her behalf.

#### 7. CONTRACT PERIOD

(a) The contract period between the Employer and the Contractor will start from the date this agreement has been signed by both parties, until the Works have been satisfactorily completed and handed over to the Employer. The contract period will also extend for the 'Rectification' period and any warranties which are relevant to the works in question. The Contractor shall be expected to undertake this contract within the timescale following commitment by the Contractor in writing that they can meet the deadline as specified, unless otherwise agreed in writing by the Client Officer.

(b) The Contractor is advised that they will be paid for the work with an amount of 2.5% being held over to cover the maintenance period.

#### 8. PERFORMANCE OF WORKS

(a) During the Contract Period the Contractor shall perform the Works (and any modification thereof authorised under the Conditions) in a manner totally consistent with the tender and the terms and conditions of the Contract and to the entire satisfaction of the Client Officer.

(b) The Contractor shall at all times perform such Works in accordance with the Programme of Work which shall be submitted to the Client Officer prior to commencement of any work (and any modifications thereof authorised under the Conditions).

(c) The Contractor is to be aware that the maintenance period for the contract is 12 months, starting from the completion/adoption date of the site by the Council.

## 9. CERTIFICATE OF PRACTICAL COMPLETION AND DEFECTS LIABILITY

- (a) The Client Officer will arrange for an inspection to be carried out before the handover of the site to the Council.
- (b) On the production of a successfully completed report identifying that all the Works have been undertaken in accordance with all relevant standards and specification, the Contractor shall be invited to submit his final invoice for payment.
- (c) Should the Contractor be required to rectify any defects then he should be aware that no payment will be made until the Client Officer is satisfied that all the Works have been completed to the contract specification.
- (d) The Contractor shall make any payment due to this Council as a result of his failure to undertake the Works within the given time period unless previously agreed in writing with the Client Officer.

## 10. ASSIGNMENT AND SUB-LETTING

The Contractor shall not: -

- (a) Assign any part of the work or undertakings, or any part thereof or any benefit in or under the contract without the written consent of the Client Officer.
- (b) The Council 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.
- (c) The Contractor shall not sublet the whole of the Contract or any part thereof except where such subletting may be customary to the trade concerned. Any subletting will be notified to the Client Officer within five working days.
- (d) Where the Council has consented to the placing of sub-contracts, copies of each sub-contract shall be sent by the Contractor to the Client Officer within five working days.
- (e) The Contractor acknowledges and agrees that by way of illustration only and without restricting or fettering the Council's right to withhold its consent on reasonable grounds it shall be reasonable for the Council to withhold its consent where the sub-contracting of any element of the provision of the Works would be contrary to law or contrary to public or government policy or contrary to public morality and decency or which it is not in the national interest. If with the Council's consent the Contractor sub-contracts the provision of any element of the Works, every act or omission of the sub-contractor shall for the purposes of the Contract deemed to be the act or omission of the Contractor and the Contractor shall be liable to the Council thereafter as if such act or omission had been committed or omitted by the Contractor itself.
- (f) Where the Contractor enters into a sub-contract with a supplier or contractor for the purpose of performing the Works it shall cause a term to be included in such a sub-contract which requires payment to be made of undisputed sums by the Contractor to the sub-contractor within a specified period not exceeding 30 days from the receipt of a valid invoice, as defined by the sub-contract requirements.

## 11. AGENCY

In carrying out the Works the Contractor shall be acting as principal and not as the agent of the Council. Accordingly:

- (a) The Contractor shall not (and shall not procure that its employees, servants or agents do not) say or do anything that might lead any other person to believe that the Contractor is acting as the agent of the Council; and
- (b) Nothing in this Contract shall impose any liability on the Council in respect of any liability incurred by the Contractor to any other person but this shall not be taken to exclude or limit

any liability of the Council to the Contractor that may arise by virtue of either a breach of the Contract or by negligence on the part of the Council, the Council's employees, servants or agents.

- (c) The Contractor has not and shall not hold himself out as having the power to make, vary, discharge or waive any Byelaw or regulation of any kind.
- (d) The Contractor shall not hold itself out as being authorised to enter into any contract on behalf of the Council to the performance, variation, release or discharge of any obligation to a third party. The employees of the Contractor shall not hold themselves to be and shall not be held out by the Contractor as being servants or agents of the Council.

## 12. LIABILITY OF CONTRACTOR

- (a) The Contractor shall fully and promptly indemnify the Council against any liability to any person or property whatsoever arising out of or connected with the performance of the Works or any act or omission of any employee of the Contractor howsoever such liability may arise.
- (b) The Contractor shall fully and promptly indemnify the Council in respect of any damage caused to any land, building or chattel in the ownership, occupation or possession of the Council by any employee or agent of the Contractor (whether such damage is caused by negligence or in any other way whatsoever).
- (c) The Contractor shall fully and promptly indemnify the Council and all persons concerned in respect of any personal injury caused to any employee of the Council by any employee or agent of the Contractor (whether such injury be caused by negligence or in any other way whatsoever).
- (d) The Contractor shall be responsible at all times during the contract period for the security of the boundaries to all residential and commercial property that abut the site and is affected by the nature of these Works and in doing so shall therefore ensure that all boundaries remain intact through the use of appropriate temporary security fencing.
- (e) If applicable the Contractor shall be solely responsible for liaising with residents and neighbouring properties over the Works and working with them to minimise the risk of damage to property, vegetation and ensuring the security of the individual premises.
- (f) The Contractor shall notify residents affected by the work in writing, with a copy of each notification to be given to the Client Officer, identifying:-
  - the Contractor's contact details
  - expected duration of the project
  - working hours and days

## 13. INSURANCE

- (a) The Contractor's attention is draw to the insurance details set out below:-

Minimum Amount of Public Liability Insurance	£10,000,000 for any one incident, (total unlimited)
Minimum Amount of Employers Liability Insurance	£5,000,000 (total unlimited)
Minimum Amount of Product Liability insurance	£5,000,000 for any one incident, Insurance (total unlimited)

- (b) The Contractor shall at all times maintain in force such above policies of insurance with reputable insurers or underwriters as shall fully insure and indemnify the Contractor against liability;
  - to the Council and to any employee of the Council;

- to the employees of the Contractor;
- to any other persons

for least the sum set out above for each occurrence and the total number of occurrences unlimited.

- (c) The Contractor shall prior to the commencement of the Contract, and at such other times as the Client Officer may require, supply the Client Officer with copies of all insurance policies, cover notes, premium receipt and other documents necessary to comply with sub clause (a) of this clause.
- (d) The Client Officer shall be entitled to notify the Contractor in writing that in the opinion of the Client Officer any such policy of insurance does not affect sufficient cover to comply with the Conditions and to require the Contractor to affect such insurance as will so comply. Upon receipt of such notice, the Contractor shall forthwith procure and effect such insurance as the Client Officer shall require.
- (e) The Contractor will ensure that where it receives notification of any potential insurance claim, it shall deal with the matter directly and/or refer the matter to the Contractor's insurers within a period of 28 days from the receipt of notification of the potential claim and ensure that each claim is progressed and resolved with due diligence.
- (f) The Council may agree different amounts of insurance with the Contractor.

#### 14. BRIBERY AND CORRUPTION

The Council shall be entitled to terminate the Contract forthwith and to recover from the Contractor the amount of any loss resulting from such termination, if:

- (a) the Contractor shall have offered or given or agreed to give to any person any gift or consideration of any kind as 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 the Council; or
- (b) 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
- (c) in relation to any Contract with the Council the Contractor or person employed by him or acting on his behalf shall:-
  - (i) have committed any offence under the Prevention of Corruption Acts 1889 to 2016; Bribery Act 2010 or
  - (ii) have given any fee or reward the receipt of which is an offence under the Local Government Act 2003.

#### 15. GRATUITIES

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

#### 16. LIABILITY OF COUNCIL

To the full extent permitted by the Unfair Contracts Terms Act 1977 the Council shall not be liable for any loss or damage whether caused by the negligence of the Council, its servants or agent in any way whatsoever and the Council shall in no circumstances be liable to the Contractor for any loss of profit, business or production or any similar loss or damage whether direct, indirect or consequential however caused. The Council in no way warrants the truth or accuracy of any representations which may have been made to the Contractor and the Contractor acknowledges that he did not rely upon any representation made by or on behalf of the Council when entering into this Contract.



## 17. UNSATISFACTORY EMPLOYEES

If, with reasonable justification, the Council gives the Contractor notice that any person is not to become involved in or is to be removed from involvement with the performance of the Contract, the Contractor shall take all reasonable steps to comply with such notice and if required by the Council the Contractor shall replace any such person removed under this condition with another suitably qualified person and procure that any pass issued to the person removed is surrendered.

## 18. TERMINATION

(a) If the Contractor shall have offered, or given, 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 having done or forborne to do any action in relation to the obtaining of the Contract, or any other Contract with the Council, or for showing or forbearing to show favour, or disfavour, to any person in relation to the Contract, or any other Contract with the Council, or if the like acts shall have been done by any person employed by the Contractor, or acting on the Contractor's behalf (whether with or without the knowledge of the Contractor), or if in relation to the Contract, or any other contract with the Council, the Contractor or any person employed by the Contractor, or acting on the Contractor's behalf, shall have committed any offence under the Prevention of Corruption Acts 1889 to 1916 or shall have given any fee or reward to any officer of the Council, which shall have been exacted or accepted by such officer by virtue of his office or employment and is otherwise than such officer's proper remuneration, the Council shall be entitled to terminate the Contract and to recover from the Contractor the amount of any loss resulting from such termination.

(b) If the Contractor: -

- (i) commits a breach of any of his obligations under the Contract;
- (ii) becomes bankrupt, or makes a composition or arrangement with his creditors, or has a proposal in respect of his company for the voluntary arrangements for a composition of debts, or scheme or arrangement approved in accordance with the Insolvency Act 1986;
- (iii) has a winding-up order made, or (except for the purposes of amalgamation or reconstruction) a resolution for voluntary winding-up passed;
- (iv) has a provisional liquidator, receiver, or manager of his business or undertaking duly appointed;
- (v) has an administrative receiver, as defined in the Insolvency Act 1986, appointed;
- (vi) has possession taken, by or on behalf of the holders of any debentures secured by a floating charge, of any property comprised in, or subject to, the floating charge;
- (vii) is in circumstances which entitle the court or a creditor to appoint, or have appointed, a receiver, a manager, or administrative receiver, or which entitle the court to make a winding-up order;

then in any such circumstances the Council may, without prejudice to any accrued rights or remedies under the Contract, terminate the Contractor's employment under the Contract by notice in writing having immediate effect.

(c) If the Contractor's employment is terminated as provided in this clause, the Council shall:-

- (i) cease to be under any obligation to make further payment until the costs, loss and/or damage resulting from or arising out of the termination of the Contractor's employment shall have been calculated and provided such calculation shows a sum or sums due to the Contractor;

- (ii) be entitled to repossess any of its materials, clothing, equipment, vehicles or other goods loaned or hired to the Contractor and to exercise a lien over any of the materials, clothing, equipment, vehicles or other goods belonging to the Contractor for any sum due hereunder or otherwise from the Contractor to the Council;
  - (iii) be entitled to employ and pay other persons to provide and complete provision of the Works or any part thereof and to use all such Contractor's materials, clothing, equipment, vehicles or other goods for the purposes thereof;
  - (iv) be entitled to deduct from any sum or sums which would but for sub-clause (c)(i) of this clause have been due from the Council to the Contractor under this Contract or any other contract or be entitled to recover the same from the Contractor as a debt, any loss or damage to the Council resulting from or arising out of the termination of the Contractor's employment. Such loss or damage shall include the reasonable cost to the Council of the time spent by its officers in terminating the Contractor's employment and in making alternative arrangements for the provision of the Works or any part thereof;
  - (v) when the total costs, loss and/or damage resulting from or arising out of the termination of the Contractor's employment has been calculated and deducted so far as practicable from any sums which would but for sub-clause (c)(i) of this clause have been due to the Contractor, any balance shown as due to the Council shall be recoverable as a debt, or alternatively, the Council shall pay to the Contractor any balance shown as due to the Contractor.
- (d) The rights of the Council under this clause are in addition to and without prejudice to any other rights the Council may have whether against the Contractor directly or pursuant to any guarantee, indemnity or bond.

#### 19. FAILURE & DEFAULT IN PERFORMANCE - LIQUIDATED DAMAGES

- (a) If the Contractor shall fail to perform any of the Works in accordance with the Conditions, Specifications or any of the schedules or complete the Works by the Completion Date then the Council shall be entitled to take such action as the Client Officer may consider necessary to ensure that the Works are completed or Items are available for use by the Council, including the hire of a substitute Item or return of the Item to the Contractor for remedial works at Contractor's own expense.
- (b) In such circumstances all the costs incurred by the Council shall be recovered by the Council from the Contractor in accordance with clause 18(c)(iv).
- (c) All deductions payable by the Contractor to the Council pursuant to this clause shall be paid as Liquidated Damages and not as a penalty.

#### 20. ARBITRATION

- (a) All unresolved disputes between the parties arising out of or connected with this Contract or the performance of the Works by the Contractor shall be referred to an Arbitrator to be agreed upon by the parties or in default of such agreement to be nominated by the President of the Institute of Arbitrators or a person appointed by him.
- (b) Any award or decision of such Arbitrator shall be final and binding on the parties hereto.

#### 21. BRITISH STANDARDS

Where an appropriate Standard Specification or Standard Code of Practice issued by the British Standards Institution is current all goods used or supplied and all workmanship shall be in accordance with that Standard, unless otherwise stated.

## 22. OBSERVANCE OF STATUTORY REQUIREMENTS

The Contractor shall comply with all statutory and other provisions to be observed and performed in connection with the Works provided under the Contract and shall indemnify the Council accordingly.

## 23. LEGAL FEES

Each party shall bear their own legal and other fees in relation to the preparation and submission of the Tender documents and any formal Contract documents arising therefrom.

## 24. DEFAULT BY CONTRACTOR

If the Contractor, for whatever reason, fails to provide or perform the Works in whole or in part completely in accordance with the terms of the Contract or complete the Works by the Completion Date, or there is evidence that the work does not conform to the required standard and as a result the materials or workmanship is substandard, unsafe or require replacement or repair and this has not been rectified by the Contractor, then without prejudice to any other remedy contained herein the Council may by its own or other workmen provide and perform such Works or part thereof in which the Contractor has made default. The costs and charges incurred by the Council in so doing shall be paid by the Contractor to the Council on demand or may be deducted by the Council from any monies due or which may become due to the Contractor.

## 25. INSPECTION OF SITE, EXTENT AND NATURE OF WORKS

- (a) The Contractor shall be deemed to have fully acquainted himself with all conditions likely to affect the execution of the Works and have visited the site to satisfy himself with the nature and extent of the works to be undertaken as detailed in the Contract Documents and as to the nature of access and all matters likely to affect the execution of the Works.
- (b) In the event of adverse weather conditions preventing the performance of the Works the Contractor with the prior consent of the Client Officer may modify his method of working.
- (c) In submitting his Tender the Contractor will have been deemed to understand the nature of the Works and included within his tender sum for performing the Works in adverse weather conditions or such other conditions for periods within the Contract Period.
- (d) The Contractor shall not be entitled to make any claims in any respect regarding the contract through lack of knowledge or understanding of the specified Works. Any costs or losses incurred during the preliminary investigations and Tender preparation shall be borne by the Contractor alone.

## 26. INSPECTION & ACCESS

The Contractor shall at all times during the Contract Period allow the Client Officer, Padbury Parish Council councillors, the Council's Internal Auditor or such person as may be nominated from time to time by the Client Officer access to all locations for the purpose of inspecting:

- (a) Work being performed pursuant to the contract.
- (b) Records or documents in the possession of the Contractor in connection with the performance of such work.

## 27. ADVERTISING

Advertising in any form on or about the Works is prohibited. The Council reserves the right to remove any advertising material erected, distributed or employed on or around the Works by the Contractor. This condition does not extend to normal sign painting on the Contractor's vehicles.

## 28. TIMING

The Contractor shall undertake all operations in a timely manner to ensure the completion of the Works by the deadline stated in the Contract documentation or at the earliest practical date thereafter as agreed with the Client Officer.

## 29. CLAIMS

No claims will be accepted on the grounds of failure to identify all the requirements of the contract. The Contractor shall be deemed to be fully aware of all aspects of the work required, areas to be treated and timescale involved. This Council will not accept any claims over and above the agreed estimates unless made with the written approval of the Client Officer.

## 30. PAYMENT

- (a) The Contractor acknowledges that funds for these Works are held by Buckinghamshire Council. The Council will endeavour to secure the release of funds so that invoices can be paid within 28 days of the date of receipt of the invoice.
- (b) On receipt of an interim request for payment the Client Officer shall inspect, or arrange for an inspection of, the work and if the work has been undertaken satisfactorily and approved the Contractor shall be advised that he may issue a VAT invoice for those works, which shall be paid (minus any retention noted in sub-clause (e)) within 28 days of the date of receipt of the invoice.
- (c) The Contractor acknowledges that the cumulative total of interim requests for payment shall not exceed 75% of the Contract sum.
- (d) On receipt of the final Certificate of Practical Completion the Client Officer shall inspect, or arrange for an inspection of, the work and if the work has been undertaken satisfactorily and approved the Contractor shall be advised that he may issue a final invoice for those works (minus any retention noted in sub-clause (e)), which shall be paid within 28 days of the date of receipt of the invoice.
- (e) Retention: The retention amount to be held over for the Rectification Period will be 2.5% of the total sum agreed including variations. The Rectification Period will begin from the date of formal handover to the Employer and will be a period of 12 months
- (f) The Contract sum is exclusive of VAT and in relation to any payment to the Contractor under this contract, the Employer shall in addition pay the amount of any VAT properly chargeable in respect to it.
- (g) All payments by the Employer will be made by cheque drawn on the account of Padbury Parish Council.
- (h) Payment disputes and failure to pay. In addition to any statutory requirements regarding payment procedures, either party shall refer to the Construction Act 2011 in relation to payment process and dispute resolution.

## 31. PRACTICAL COMPLETION

- (a) The Contractor shall on submission of his final invoice, provide Guarantee Certificates covering the life of the guarantee periods identified in the Tender Documents.
- (b) On the satisfactory completion of all site operations the Contractor shall provide for and give to the Client Officer, a complete set of maintenance instructions for the new facility, and any tools for the items that have been installed.
- (c) The Contractor shall on submission of his invoice, ensure that any temporary structures such as HERAS fencing, storage containers and/or welfare is removed from site as soon as the site is complete and handed over to the Employer.
- (d) Final payment of the Contractor's invoice shall be made on the provision of a Practical Completion Certificate and acceptance of it by the Employer. This certificate will identify that all the Works have been completed to the current British Standards and the specification and any remedies or actions detailed in the report, regardless of risk, have been satisfactorily addressed.

32. **APPLICABLE LAW**

This contract shall be governed by and construed in accordance with the law and courts of England or Wales as appropriate based on the address of the Employer.

**EXECUTION OF THE AGREEMENT**

**Signed on behalf of the Employer**

X \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Signed on behalf of the Contractor**

X \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_