

# nec<sup>®</sup>4

## Engineering and Construction Short Contract

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This contract should be used for the appointment of a contractor for engineering and construction work which does not require sophisticated management techniques, comprises straightforward work and imposes only low risks on both client and contractor

### **An NEC document**

June 2017

(with amendments January 2019 and during the formation of the Engineering Delivery Framework dated 21st September 2022)

Template 1 dated 07.10.22

# Short Contract

**A contract between**

The Department for Environment, Food and Rural Affairs  
Nobel House  
Smith Square  
London  
SW1- 4DF

**and**

Walter Lilly & Co Ltd

**for**

**WEEE compound, B352, B353, B335, B327 at Grange  
Demolitions works**

Contract Forms

Contract Data

*The Contractor's Offer and Client's Acceptance*

Price List

Scope

Site Information

# Contract Data

## The *Client's* Contract Data

The *Client* is

Name The Department for Environment, Food and Rural Affairs (Defra)

Address for communications Animal and Plant Health Agency  
Woodham Lane  
Addlestone  
KT15 3NB

Address for electronic communications tim.lowe@defra.gov.uk

The *works* are

The WEEE Compound stores site waste until it can be incinerated or removed for recycling or treatment. The proposed new location for the WEEE compound is at Grange Farm at the APHA site in Weybridge. In order to build the new facility in this location B352, B353 and B327 will require emptying, de-commissioning and demolishing. B335 also needs to be demolished as B326 will be relocated to where B335 currently stands. These works will enable the relocation of the WEEE compound to Grange Farm in order to facilitate the wider SCAH programme on Weybridge main site. The package of works is summarised as follows:

- Pre demolition Surveys/Interfaces/Dependencies – to include surveys of existing services and any necessary diversion/transition of these services, refurbishment and demolition survey and building condition survey. Defra will undertake wildlife, refurb and demolition surveys and will be isolating services prior to contract start.
- Pre demolition – Prestart Checks
- Demolition of B352, B353, B335 and B327, including foundations and removal of below ground services
- Relocated / re-provided B326 feed store including new slab and services connections
- Removal of arisings from site

The *site* is Grange Farm, APHA,

The *starting date* is 15<sup>th</sup> July 2024

The *completion date* is 23rd October 2024

The *delay damages* are £0 per day

The *period for reply* is 2 weeks

The *defects date* is 52 weeks weeks after Completion

The *defect correction period* is 2 weeks

The *assessment day* is the Last working day of each month

The *retention* is nil %

The United Kingdom Housing Grants, Construction and Regeneration Act (1996) **does** apply

The Adjudicator is

Name

*In the event that a first dispute is referred to adjudication, the referring Party at the same time applies to the Institution of Civil Engineers to appoint an Adjudicator. The application to the Institution includes a copy of this definition of the Adjudicator. The referring Party pays the administrative charge made by the Institution. The person appointed is also Adjudicator for later disputes.*

# Contract Data

## The *Client's* Contract Data

The interest rate on late payment is  % per complete week of delay.

**Insert a rate only if a rate less than 0.5% per week of delay has been agreed.**

For any one event, the liability of the *Contractor* to the *Client* for loss of or damage to the *Client's* property is limited to

The *Client* provides this insurance

**Insurance Table**

Event	Cover	Cover provided until
Loss of or damage to the works	The replacement cost	The <i>Client's</i> certificate of Completion has been issued
Loss of or damage to Equipment, Plant and Materials	The replacement cost	The defects Certificate has been issued
The <i>Contractor's</i> liability for loss of or damage to property (except the works, Plant and Materials and Equipment) and for bodily injury to or death of a person (not an employee of the <i>Contractor</i> ) arising from or in connection with the <i>Contractor's</i> Providing the Works	Minimum £5,000,000 in respect of every claim without limit to the number of claims	
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law	
Failure of the <i>Contractor</i> to use the skill and care normally used by professionals providing works similar to the Works	Minimum £500,000 in respect of every claim without limit to the number of claims	6 years following Completion of the Works or earlier termination

The *Adjudicator* nominating body is

The *tribunal* is

The *conditions of contract* are the NEC4 Engineering and Construction Short Contract June 2017 (with amendments January 2019) and the following additional conditions

**Only enter details here if additional conditions are required.**

Z1 The following is incorporated as part of the *conditions of contract* and in the event of a conflict with any other term, the terms of this Schedule take precedence:

## **CORE CLAUSES**

### **1. General**

Insert new clause 10.3:

“10.3 The appointment of the *Contractor* commences from the *starting date* or from the date on which the *Contractor* starts to Provide the Works, whichever is the earlier.”

In clause 11.2(1) delete and replace with:

“Completion is when the *Contractor* has

- completed the *works* in accordance with the contract,
- corrected all Defects which would have prevented the *Client* from using the *works* and
- provided as-built drawings, manufacturers’ guarantees and maintenance manuals and any other Documents that the *Contractor* is obliged to provide under the contract.”

Delete clause 11.2(3) and insert, “number not used.”

Delete clause 11.2(4) and replace with:

“11.2(4) A Defect is

- a part of the *works* which is not in accordance with the contract
- defective design of the *works*
- a part of the *works* which is defective due to the *Contractor’s* defective workmanship or its use of materials in the *works* which are defective or unsuitable for the use they are put to in the *works*
- a defect arising due to the *Contractor’s* inadequate preparation of the Site on which the *works* are to be constructed or
- a failure by the *Contractor* to comply with its obligations under the contract.”

In clause 11.2(14) after “to do” in the first line, insert “in an efficient manner”.

Insert new clauses 11.2(17) to (33):

- “(17) The Act is the Housing Grants, Construction and Regeneration Act 1996, as amended from time to time.
- (18) CDM Regulations are the Construction (Design and Management) Regulations 2015, as amended from time to time.
- (19) Client Consents are those consents identified in the Task Order.
- (20) Critical Failure Event has the meaning set out in the Framework Agreement.
- (21) Documents are any and all activity schedules, algorithms, bills of quantities, brochures, budgets, CAD materials, calculations, data, design details, designs, diagrams, drawings, graphs, minutes, models, notes of meetings, photographs, plans, programmes, reports, schedules, sketches, specifications, surveys, source code and build information for proprietary components and other similar materials whether in hard copy, on computer disk, stored electronically on a computer or in a virtual “cloud”, in

any other computer-generated format or on any magnetic or optical storage medium prepared by or on behalf of the Contractor or any subcontractors (whether in existence or to be created) in connection with the *works* and all such other documentation as would reasonably be required by a competent third party capable of exercising the Standard of Care contracted by the Client to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that Provide The Works.

- (22) Framework Agreement is the framework agreement between the parties dated 21<sup>st</sup> September 2022.
- (23) Portal means the e-tendering portal [the *Client's* document management system] and/or data room used by the *Client* to share and/or store information in relation to the *works*, the Task Order, any other Task Order and/or the Framework Agreement the as notified to the *Contractor* from time to time.
- (24) *Principal Contractor* is the person fulfilling the role of principal contractor for the *works* under the CDM Regulations.
- (25) *Principal Designer* is the person fulfilling the role of principal designer for the *works* under the CDM Regulations.
- (26) Project means the Client's wider development plans across the Site and its other sites, including enabling works, demolition works, refurbishment and fit out works.
- (27) Site Working Protocol identified as such in the Task Order.
- (28) Specified Peril means fire, lightning, explosion, storm, flood, escape of water from any water tank, apparatus or pipe, earthquake, aircraft and other aerial devices or articles dropped therefrom, riot and civil and commotion.
- (29) Standard of Care means all the reasonable skill, care, diligence, prudence, foresight and judgment, to be expected of a fully qualified and competent designer experienced in designing and performing and carrying out design providing service of a similar scope, nature, complexity and timescale to the *works*.
- (30) Statutory Requirements are:
- all planning and/or other permissions, consents, approvals, permits, licences and certificates ("Consents") which are necessary lawfully to design, construct, complete, commission, maintain and use the *works*
  - any statute, regulation or subordinate legislation, the common law and (to the extent applicable) any treaty or European Union law or treaty or law of the United Kingdom which is of an equivalent standard which relates to the protection of the environment or health and safety whether administrative, civil or criminal
  - any statute, statutory instrument, regulation, rule or order made under any statute or directive having the force of law which affects the *works* or the performance of any of the obligations under the contract or Government guidelines
  - any regulation or bye-law of any local authority, statutory undertaker or similar body or organisation which has any jurisdiction with regard to the *works* or with whose systems the *works* are, or are to be, connected, including any statutory provisions and any decision of a relevant authority under them which controls the right to develop the Site and
  - the Consents required in relation to any *third-party* agreement and of all persons who have rights or interests in or over the *works* or the Site who by the lawful exercise of their powers in the absence of such Consents could delay or disrupt the carrying out or progress of the *works* or the use or enjoyment of the Site.
- (31) Statutory Undertakers are:
- any local authority or statutory undertaker where executing work solely in pursuance of its statutory obligations, including any persons employed, engaged or authorised by it upon or in connection with that work and/or
  - any organisation (whether public or private) providing utilities and/or services.
- (32) Task Order is a task order issued under the Framework Agreement.
- (33) Third Party Agreements means those agreements made or to be made between the *Client* and any third party concerning the *works*, the Site and/or the Project and as identified in the Task Order."

In clause 12.4 at the end of the sentence, insert “as specified in the Task Order”.

Insert new clause 12.5 and 12.6:

- “12.5 A reference to any Act of Parliament, Statutory Instrument or any specific provision in such legislation is deemed to include a reference to any subsequent re-enactment or amendments or to any replacement enactment covering the same or substantially the same subject matter.
- 12.6 References in this contract to the *Consultant* include their employees, and suppliers and subcontractors and subconsultants and their employees and suppliers.”

Delete clause 17 and replace with, “number not used.”

Insert new clause 17:

**“Requirements for instructions**

- 17.1 The *Contractor* notifies the *Client* as soon as it either becomes aware of an ambiguity or inconsistency in or between the documents which are part of the contract. The *Client* states how the ambiguity or inconsistency should be resolved.
- 17.2 The *Contractor* or the *Client* notifies the other as soon as either becomes aware that the Scope includes an illegal or impossible requirement. If the Scope does include an illegal or impossible requirement, the *Client* gives an instruction to change the Scope appropriately.”

**2. The Contractor’s Main Responsibilities**

In clause 20.1 after “Scope” insert, “the contract, the Environmental Objectives (as defined in the Framework Agreement), all Statutory Requirements, the Site Working Protocol and the Standard of Care.”

Insert new clause 20.3:

- “20.3 The *Contractor* performs its obligations under the contract so that no act, omission or default of the *Contractor* or any subcontractor, causes or contributes to any breach by the *Client* of any Third Party Agreements provided that copies of the whole or parts of the relevant Third Party Agreements (excluding matters related to price and payment and/or any Secret Matter (as defined by the Special Conditions attached to the Framework Agreement) have been provided to the *Contractor* in sufficient time as is reasonable to allow the *Contractor* to take these into account.”

Insert new clauses 20.1A to 20.4A:

**“Contractor’s Design**

20.1A To the extent that the *Contractor* is responsible for the design of any element of the *works* (as identified in the Scope, Task Order and or the Contract Data) (the “**Contractor’s Designed Element**”) the *Contractor* designs the *works* and in the provision of its design uses all the Standard of Care.”

20.2A The *Contractor* submits the particulars of its design as the contract requires to the *Client* for acceptance. A reason for not accepting the *Contractor’s* design is that:

- it does not comply with the Scope, the contract, any Statutory Requirements and/or the Standard of Care,
- it may increase the cost of operating or maintaining the *works*,
- it requires an additional consent to be obtained,
- it may have an adverse effect on Others, or
- that more information is required.

The *Contractor* does not proceed with the relevant work until the *Client* has accepted its design.

The *Client’s* acceptance of the *Contractor’s* design (or any part of it) does not change or remove the *Contractor’s* responsibility to Provide the Works or the *Contractor’s* liability for the design of the *works*.

20.3A The *Contractor* accepts entire responsibility for the Contractor’s Designed Element (including all design work prepared before or after the date of the Task Order).



- 20.4A The *Contractor* ensures that all Plant and Materials are in accordance with the Scope, the contract and Statutory Requirements and are of satisfactory quality and fit for the purposes of the *works*."

Insert new clauses 21.4 to 21.5:

- "21.4 The *Contractor* notifies the *Client* of any impending disputes with any subcontractor which could affect the operation of the *works*.
- 21.5 The *Contractor* performs its obligations under the contract so that no act, omission or default of the *Contractor* or any subcontractor causes or contributes to any breach by the *Client* of any Third-Party Agreement."

Insert new clauses 23 to 25:

#### **"Deleterious Materials"**

- 23.1 Exercising the Standard of Care, the *Contractor* shall not use or permit to be used in the *works* and/or the Project any materials, substance, building practice or technique which:
- by their nature or application contravene any British Standard, EU equivalent, code of practice or agreement certificate issued by the British Board of Agreement,
  - contravene the recommendations of the British Council for Offices' publication: "Good Practice in the Selection of Construction Materials 2011",
  - are generally considered to be deleterious within the building design professions in the UK or
  - are generally known within the construction industry at the time of use to be hazardous to the health and safety of any person and/or which may threaten the long-term integrity of the Project."

#### **"Other responsibilities"**

- 24.1 The *Contractor* is the *Principal Contractor* and (where stated in the Task Order) the *Principal Designer* and performs the requirements imposed on such parties under the CDM Regulations."

#### **"Assignment"**

- 25.1 The *Contractor* may not transfer the benefit of the contract or any rights under it without the prior written consent of the *Client*."

### **3     Time**

At the end of clause 30.4, insert: "During any period in which any work is so stopped or not started, the *Contractor* keeps secure and protects the Site and the *works* and all Equipment, Plant and Materials against any deterioration, loss, damage or theft."

Insert new clause 30.5:

- "30.5 The *Contractor* proceeds regularly and diligently with the *works* and in accordance with the programme prepared in accordance with clause 31."

Insert new clauses 31.2 to 31.5:

- "31.2 If a programme is not identified in the Contract Data, the *Contractor* submits a first programme to the *Client* for acceptance within 14 days of commencing the *works*. The *Contractor* shows on each programme submitted for acceptance (in the form stated in the Scope):
- the starting date and Completion Dates,
  - planned Completion,
  - the order and timing of the operations which the *Contractor* plans to do in order to Provide the Works, including the actions of any Statutory Undertakers,
  - provisions for:
    - float,
    - time risk allowances,
    - health and safety requirements and
    - the procedures set out in the contract,

- the resources planned to be used, and the resources actually used in whole or in part for each operation,
- all sub-networks, fragnets and network diagrams used to illustrate sequences of operations,
- the dates when, in order to Provide the Works in accordance with the programme, the *Contractor* will need
  - access to a part of the Site
  - acceptances and
  - Plant and Materials and other things to be provided by the *Client*
- for each operation, a statement of how the *Contractor* plans to do work identifying the principal Equipment and other resources which will be used and
- other information which the Scope requires the *Contractor* to shows on a programme submitted for acceptance.

31.3 Within two weeks of the contractor submitting a programme for acceptance, the *Client* notifies the *Contractor* of the acceptance of the programme or the reasons for not accepting it. A reason for not accepting a programme is that:

- the *Contractor's* plans which it shows are not practicable,
- it does not show the information which the contract requires,
- it does not represent the *Contractor's* plans realistically or
- it does not comply with the Scope.

If the *Client* does not notify acceptance or non-acceptance within the time allowed, the *Contractor* may notify the *Client* of that failure. If the failure continues for a further week after the *Contractor's* notification, it is treated as acceptance by the *Client* of the programme.

31.4 The *Contractor* shows on each revised programme:

- the actual progress achieved on each operation and its effect upon the timing of the remaining work,
- how the *Contractor* plans to deal with any delays and to correct notified Defects and
- any other changes which the *Contractor* proposes to make to the programme.

31.5 The *Contractor* submits a revised programme to the *Client* for acceptance:

- within two weeks after the *Client* has instructed the *Contractor* to and
- when the *Contractor* chooses to."

#### **4. Quality Management**

In clause 40.1 delete "Scope" and replace with "contract".

Insert new clause 41.3:

"41.3 If the *Contractor* has failed to carry out a test or inspection as required by the Scope either before or after Completion and fails to do so when instructed by the *Client*, the *Client* assesses the cost of having the test or inspection carried out by others and the *Contractor* pays the amount assessed."

Clause 42.3 has inserted after "defect correction period" in line 2: "provided that the Contractor causes the minimum amount of disruption to the *Client* or others occupying the site".

Delete clause 42.4 and replace with:

"42.4 Subject always to the assessment of the final amount due, the *Client* issues the Defects Certificate at the *defects date* if there are no notified Defects, or otherwise at the date when all notified Defects have been corrected. The *Client's* rights in respect of a Defect are not affected by the issue of Completion which the *Client* has not found or notified are not affected by the issue of the Defects Certificate."

In clause 43.1 insert the following after the first sentence before the full stop: "but the *Client* is not obliged to consider or accept any such proposal".

#### **5. Payment**

Insert at the end of clause 50.2: "The *Contractor* shall also give the *Client* the supporting documents and information that the *Client* reasonably requires to enable it to evaluate the application for payment."

Insert at the end of clause 50.8: "and such programme has been accepted by the *Client*."

In clause 51.1 at the start of the clause insert: "Provided that there has been no double counting". Delete "three weeks" in the first line and replace with "30 days".

In clause 51.3 delete "tax" and replace with "Value Added Tax at the applicable rate".

Insert new clause 51.4:

- 51.4 "No certification by the *Client* under this contract relieves the *Contractor* from any liability arising out of or in connection with this contract."

## **6. Compensation Events**

Delete clause 60.1(1) and replace with:

- "(1) The *Client* gives an instruction changing the Scope except:
- a change made in order to accept or correct a Defect
  - a change relating to an item which is a *Contractor* responsibility under the contract or
  - a change required in order to achieve a consent which is the *Contractor's* responsibility to secure and comply (including Client Consents)."

Delete clause 60.1(2) and replace with:

- "(2) Subject to clause 16 and any access protocols that have been agreed between the *Client*, the *Contractor* and any relevant third parties, the *Client* does not allow access to and use of the Site to the *Contractor* as necessary for the work included in the contract."

In clause 60.1(4) after the words "gives an instruction" insert "except an instruction given because of a Defect" and insert prior to the full stop "and it is not one of the other compensation events stated in the contract".

In clause 60.1(5) insert prior to the full stop "except where such work is required to correct a Defect."

In clause 60.1(7) insert prior to the full stop "unless it was reasonable in the circumstances to change the decision".

Insert a new clause 60.1(13):

- "(13) Loss or damage caused to the works, Plant, Materials, and/or property owned or occupied by the Client caused by a Specified Peril."

Insert a new clause 60.1(14):

- "(14) 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 works, but provided always that the Contractor has collaborated, co-ordinated and managed the works of such Statutory Undertaker"

Insert a new clause 60.1(15):

- "(15) The use of terrorism at the Site."

Insert a new clause 60.1(16):

- (16) Loss or damage to the works, Plant and Materials due to:
- war, civil war, rebellion, revolution, insurrection, military or usurped power,
  - strike, riots and civil commotion not confined to the Contractor's employees, or
  - radioactive contamination."

In clause 60.2 at the start of the clause delete "In" and insert "Subject to clause 60.3, in". At the end of the third bullet point delete the word "and" and insert a new fourth bullet point:

- "all information made available to the *Contractor* prior to the works:
  - as part of the tender process in relation to the Framework Agreement.
  - as part of the award process in relation to the Task Order or

- otherwise via the Portal,

whether by the *Client* and/or any other person otherwise instructed by and acting on behalf of the *Client*, provided that such information is made available to the *Contractor* in sufficient time as is reasonable to allow the *Contractor* to take it into account and”.

Insert new clause 60.3:

“60.3 The *Contractor* is assumed to have proactively and diligently reviewed and raised all queries (including in relation to any clear errors, ambiguities, inconsistencies and/or any omissions) relating to the information identified in clause 60.2, as would be expected of a competent and experienced contractor and taking into account the *Contractor’s* experience and knowledge of the Project.”

In clause 61.3 after “has happened” insert, “(or, if earlier, within four weeks of the date an experienced contractor would reasonably have become aware of the event)”.

In clause 62.2 delete “from the fault of the *Contractor*” and insert:

- “from a fault, act or omission of the *Contractor* (which includes the fault of any subcontractor or any employee or supplier of the *Contractor*),
- arises from any act or omission by the *Contractor*, or any subcontractor or agent or employee of the *Contractor*, under any separate contract with the *Client* to do anything on or adjacent to the Site (whether concurrent with the *Contractor* Providing the Works or otherwise),
- is a *Contractor* responsibility under the contract.”

Delete clause 62.3 and replace with the following:

“62.3 If the *Client* does not reply to a quotation within the time allowed, the *Contractor* may notify the client of that failure. If the *Contractor* submitted more than one quotation for the compensation event, the notification states which quotation the *Contractor* proposes to be used. If the failure continues for a further two weeks after the *Contractor’s* notification it is treated as acceptance by the *Client* of the quotation.”

Insert new second sentence in clause 62.5:

“If the *Client* accepts the *Contractor’s* quotation the *Contractor* provides a revised programme within one week of such acceptance.”

At the beginning of clause 63.2, after “For other compensation events,” delete “the” before “change to the Prices” and replace with:

“The changes to the Prices are assessed using rates for activities from the Price List:

- where the additional or substituted work is of a similar character to, is executed under similar conditions as, and does not significantly change the quantity of work set out in the Scope, the rates and prices for the work set out in the Price List determines the valuation,
- where the additional or substituted work is of similar character to work set out in the Scope but is not executed under similar conditions thereto and/or significantly changes its quantity, the rates and prices for the work set out in the Price List is the basis for determining the valuation and the valuation includes a fair allowance for such difference in conditions and/or quantity, or
- where additional or substantial work is not of similar character to work set out in the Scope the work is valued at market rates and prices,

and such rates and prices shall be added to the Price List and notwithstanding this, where the *Client* and *Contractor* agree, the”.

Delete clause 63.4 and insert, “number not used.”

Delete clause 63.5 and insert, “number not used.”

Delete clause 63.8 and insert, “number not used.”

Insert new clauses 63.11 to 63.15:

- “63.11 Any extension to the Completion Date and increase in Prices are reduced by the extent to which the *Contractor*, any subcontractor or supplier contributed to the effect of the compensation event.
- 63.13 Any compensation event under clauses 60.1(9), 60.1(11), 60.1(13), 60.1(14), 60.1(15) and clause 60.1(16) do not give rise to any changes to the Prices and the *Contractor* is only entitled to an extension to the Completion Date.
- 63.14 There is no extension to the Completion Date where the compensation event is the instruction to the *Contractor* to undertake work for which the *Contractor* has been required by the Scope to make due allowance for in any programme save that this clause shall not prevent any float and/or time risk allowance provided for in an Accepted Programme from being taken into account when assessing the effect of any compensation event (where relevant).
- 63.15 Any compensation event under clause 60.1(8) shall be subject to clauses 60.2 and 60.3.”

## 8. Liabilities and insurance

In clause 80.1 delete the fifth bullet point.

Delete clause 81.1 and replace with:

- “81.1 From the *starting date* until the Defects Certificate has been issued, the liabilities which are not carried by the *Client* are carried by the *Contractor*.”

In clause 82.2 at the end insert, “provided that the *Contractor* has notified the *Client* of such cost and the *Client* has approved such cost in writing.”

If selected to apply in the Task Order, insert a new row to the table in clause 83.3 and add new clause 83.4 :

Liability for negligent design	The amount specified in the Contract Data from the date the <i>Contractor</i> starts to Provide the Works for a period of twelve years from Completion with a well-established insurance office or underwriter of repute based in the European Union, provided that such insurance remains available on commercially reasonable terms and rates having regard to the premiums required and policy terms available. Any increased or additional premium required by insurers by reason of the <i>Contractor's</i> own claims record or other acts, omissions or matters particular to the <i>Contractor's</i> shall be deemed to be within commercially reasonable rates and terms.”
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The *Contractor* shall notify the *Client* immediately if the insurance referred to in the new row of clause 83.3 ceases to be available to the *Contractor* at reasonable premium rates or on reasonable commercial terms. If this happens:

- the *Client* and the *Contractor* shall discuss and agree on the best means of protecting themselves and
- the *Client* may require the *Contractor* to take out and maintain insurance at the best premium rates and on the best commercial terms available to the *Contractor*. If the *Client* exercises this right, it shall reimburse to the *Contractor* the difference between the premium paid and the premium that would have been reasonable.”

## 9. Termination and Resolving Disputes

Delete clause 90.2 and replace with:

- “90.2 Save for so far as the Corporate Insolvency and Governance Act 2020 applies, either Party may terminate if the other Party has done one of the following or its equivalent:
- If the other Party is an individual and has:
    - presented its petition for bankruptcy,

- has a bankruptcy order made against it,
- had a receiver appointed over its assets, or
- made an arrangement with its creditors.
- if the other Party is a company or partnership and has:
  - had a winding-up order made against it,
  - had a provisional liquidator appointed to it,
  - passed a resolution for winding-up (other than in order to amalgamate assets or reconstruct),
  - had an administrator appointed or had an administration application against it or a notice of intention to appoint an administrator by the company (or partnership) or its directors/members or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986),
  - had a receiver, receiver and manager, or administrative receiver appointed over the whole or a substantial part of its undertaking or assets,
  - made an arrangement with its creditors,
  - provided or taken any step in relation to a Scheme of Arrangement under Part 26 or Part 26A of the Companies Act 2006 but excluding a Scheme of Arrangement as a solvent company for the purposes of amalgamation or re construction, or
  - applied to the court for, or obtained, a moratorium under Part A1 of the Insolvency Act 1986  
(Reason 1)."

Insert new clause 90.8:

"90.8 Failed to comply with its statutory obligations as set out in the Special Conditions (Reason 10)."

Insert new clauses 90.9 and 90.10:

"90.9 The *Client* may terminate the *Contractor's* obligation to Provide the Works if the *Client* terminates another Task Order and/or the Framework Agreement (Reason 11).

90.10 The *Client* may terminate the Task Order immediately if the *Client* considers that a Critical Failure Event has occurred (Reason 12)."

In clause 91.1, after "leaves the site," insert, "in a safe, clean and orderly condition".

At the end of clause 91.1 insert, ", assisting and co-operating with the *Client* to ensure an orderly transition of the *works* to any replacement contractor and/or the Completion of any work in progress. The *Contractor* promptly and in an orderly manner delivers to the *Client* all Documents on termination."

In clause 92.2 after "or 8" insert ", 10, 11 or 12".

Insert new clauses 92.5 and 92.6:

"92.5 No other payments are made by the *Client* in consequence of the termination.

92.6 On termination of the contract, the *Client* is not liable for any loss of profits, bonuses or incentives."

Delete clause 93.3(1) and replace with:

"93.3 A Party may refer a dispute under or in connection with the contract to the tribunal at any

time.”

Delete clause 93.3(8).

Insert new clause 94

**“Joinder**

- 94.1 Any Party may at any time ask that additional parties shall be joined in the adjudication. Joinder of additional parties shall be subject to the agreement of the Adjudicator and the existing and additional parties. An additional party shall have the same rights and obligations as the other Parties, unless otherwise agreed by the Adjudicator and the parties. The Adjudicator shall not agree to the joinder of additional parties unless the original parties to the dispute agree an amended timetable for the adjudication which is, in all the circumstances, reasonable.”

**The Housing Grants, Construction and Regeneration Act 1996**

In clause 1.1(3) delete “three weeks” and insert “30 days”.

In clause 1.4 delete “seven days” and replace with “five days”.

Insert new clauses 1.3A, 1.4A and 1.4B:

- “1.3A The *Contractor* submits to the *Client* a valid VAT invoice for the notified sum. If the *Contractor's* VAT invoice is submitted later than his application for payment as set out in clause 1.2 then the final date for payment of the notified sum is for all purposes regarded as postponed by the same number of days after the date the *Contractor's* VAT invoice should have been submitted under this clause 1.3A that the *Contractor's* VAT invoice is given.
- 1.4A Notwithstanding any other term of this clause 1, and notwithstanding any other provision of this contract, if the *Contractor* becomes insolvent (as defined in clause 90.2) after the end of the prescribed period, the *Client* is not required to pay the *Contractor* any further sums.
- 1.4B If the *Contractor* becomes insolvent (as set out in Reason 1 of clause 90.2) 5 days or less before the final date for payment for an amount due under the contract, the *Client* is not required to pay the *Contractor* the amount due, or any part of the amount due.”

# Contract Data

## The Contractor's Contract Data

The Contractor is

Name

Address for communications

Address for electronic communications

The fee percentage is  %

The people rates are

category of person	unit	rate
<input type="text" value=""/>		
<input type="text" value=""/>	<input type="text" value=""/>	<input type="text" value=""/>
<input type="text" value=""/>	<input type="text" value=""/>	<input type="text" value=""/>
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<input type="text" value=""/>	<input type="text" value=""/>	<input type="text" value=""/>

The published list of Equipment is

The percentage for adjustment for Equipment is

% (state plus  
or minus)



# The Contractor's Offer and Client's Acceptance

The *Contractor* offers to Provide the Works in accordance with these *conditions of contract* for an amount to be determined in accordance with these *conditions of contract*.

The offered total of the Prices is

£426,873.59

As detailed in the document '24019 DEFRA WEEE Compound - Pricing Activity Schedule'

Signed on behalf of the *Contractor*

Name

Position

Director

Signature

Date

04 April 2024

The *Client* accepts the *Contractor's* Offer to Provide the Works

Signed on behalf of the *Client*

Name

Position

SCAH Commercial Manager

Signature

Date

15/07/2024

# Price List

ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	RATE	PRICE
Refer to	24019 DEFRA WEEE Compound - Pricing Activity Schedule - Walter Lilly				

The total of the Prices

£426,873.59

The method and rules used to compile the Price List are

Refer to DEFRA issued Activity Schedule: 'WEEE Enabling Works - Activity Schedule'

# Scope

## 1 Description of the works

Give a detailed description of what the *Contractor* is required to do and of any work the *Contractor* is to design.

Refer to  
WEEE Compound Enabling Works (Demolitions) Specific Scope  
General Scope 2022 Contractor

## 2 Drawings

DRAWING NUMBER	REVISION	TITLE
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Refer to WEEE Enabling Works Site Information (ESCS) REV 1.0 and Appendices


# Scope

## 3 Specifications

TITLE	DATE OR REVISION	TICK IF PUBLICLY AVAILABLE
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Refer to WEEE Compound Enabling Works (Demolitions) Specific Scope (and appendices)  
General Scope 2022 Contractor


## 4 Constraints on how the Contractor Provides the Works

Refer to WEEE Enabling Works Site Information (ECSC) REV 1.0 and Appendices

# Scope

## 5 Requirements for the programme

Refer to:

The document: Q2 Programme and Construction Methodology - Walter Lilly

The folder and it's contents: 2. Programme and construction methodology.zip

## 6 Services and other things provided by the *Client*

ITEM	DATE BY WHICH IT WILL BE PROVIDED

# Site Information

Refer to WEEE Enabling Works Site Information (ECSC) REV 1.0 and Appendices