

Trust Deed

This agreement is made between the *Employer*, the *Contractor* and the Named Suppliers. Terms in this deed have the meanings given to them in the contract between **STFC Rutherford Appleton Laboratory Harwell Campus DIDCOT Oxfordshire OX11 0QX** and for **Refurbishment of Rear Staircase** (the *works*).

Background

The *Employer* and the *Contractor* have entered into a contract for the *works*.

The Named Suppliers have entered into contracts with the *Contractor* or a Subcontractor in connection with the *works*.

The *Contractor* has established a Project Bank Account to make provision for payment to the *Contractor* and the Named Suppliers.

Agreement

The parties to this deed agree that

- sums due to the *Contractor* and Named Suppliers and set out in the Authorisation are held in trust in the Project Bank Account by the *Contractor* for distribution to the *Contractor* and Named Suppliers in accordance with the banking arrangements applicable to the Project Bank Account,
- further Named Suppliers may be added as parties to this deed with the agreement of the *Employer* and *Contractor*. The agreement of the *Employer* and *Contractor* is treated as agreement by the Named Suppliers who are parties to this deed,
- this deed is subject to the law of the contract for the *works*,
- the benefits under this deed may not be assigned.

Executed as a deed on

by

..... (*Employer*)

..... (*Contractor*)

.....

.....

.....

.....

(Named Suppliers)

Joining Deed

This agreement is made between the *Employer*, the *Contractor* and (the Additional Supplier).

Terms in this deed have the meanings given to them in the contract between and for (the works).

Background

The *Employer* and the *Contractor* have entered into a contract for the works.

The Named Suppliers have entered into contracts with the *Contractor* or a Subcontractor in connection with the works.

The *Contractor* has established a Project Bank Account to make provision for payment to the *Contractor* and the Named Suppliers.

The *Employer*, the *Contractor* and the Named Suppliers have entered into a deed as set out in Annex 1 (the Trust Deed), and have agreed that the Additional Supplier may join that deed.

Agreement

The Parties to this deed agree that

- the Additional Supplier becomes a party to the Trust Deed from the date set out below,
- this deed is subject to the law of the contract for the works,
- the benefits under this deed may not be assigned.

Executed as a deed on

by

..... (*Employer*)

..... (*Contractor*)

..... (Additional Supplier)

CONTRACT DATA

Part one – Data provided by the *Employer*

Completion of the data in full, according to the Options chosen, is essential to create a complete contract.

Statements given in all contracts
1 General

- The *conditions of contract* are the core clauses and the clauses for main Option A, dispute resolution Option **A** and secondary Options of the NEC3 Engineering and Construction Contract April 2013.
- The *works* are
.Rear Staircase Refurbishment at STFC Rutherford Appleton Laboratory
- The *Employer* is
Name .STFC
.
Address . **Rutherford Appleton Laboratory Harwell Campus DIDCOT Oxfordshire OX11 0QX**
- The *Project Manager* is
Name . None.
.
Address
- The *Supervisor* is
Name . None.
.
Address
- The *Adjudicator* is
Name .TBA.
.
Address
- The *Works Information* is in
.The ITQ Document and detailed within the E sourcing Portal
- The *Site Information* is in
.The ITQ Document and detailed within the E sourcing Portal.
.Site Visit will be held 24th January 2017 11pm
- The *boundaries of the site* are . TBA.
- The *language of this contract* is. English.
- The *law of the contract* is the law of. England and Wales.

8 Risks and insurance

- The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the *works*, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) caused by activity in connection with this contract for any one event is £5Million.
The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with this contract for any one event is £5Million.

Optional statements

If the *tribunal* is arbitration

- The *arbitration procedure* is. TBC.
- The place where arbitration is to be held is . TBC.
- The person or organisation who will choose an arbitrator
 - if the Parties cannot agree a choice or
 - if the *arbitration procedure* does not state who selects an arbitrator is
To be decided by STFC

If the *Employer* has decided the *completion date* for the whole of the *works*

- The *completion date* for the whole of the *works* is 31/03/2017.

If the *Employer* is not willing to take over the *works* before the Completion Date

- The *Employer* is not willing to take over the *works* before the Completion Date.

If no programme is identified in part two of the Contract Data

- The *Contractor* is to submit a first programme for acceptance within 1 week of the Contract Date.

If the *Employer* has identified work which is to meet a stated *condition* by a *key date*

- The *key dates* and *conditions* to be met are

<i>condition</i> to be met	<i>key date</i>
1.
2.
3.

If the period in which payments are made is not three weeks and Y(UK)2 is not used

- The period within which payments are made is 4 weeks.

If Y(UK)2 is used and the final date for payment is not 14 days after the date when payment is due

- The period for payment is 4 weeks.

If there are additional *Employer's* risks

- These are additional *Employer's* risks
 - 1.
 - 2.
 - 3.

If the *Employer* is to provide Plant and Materials

- The insurance against loss of or damage to the *works*, Plant and Materials is to include cover for Plant and Materials provided by the *Employer* for an amount of N/A

If the *Employer* is to provide any of the insurances stated in the Insurance Table

- The *Employer* provides these insurances from the Insurance Table
 - 1. Insurance against . N/A.

...

Cover/indemnity is
The deductibles are
2. Insurance against
Cover/indemnity is
The deductibles are
3. Insurance against
Cover/indemnity is
The deductibles are

If additional insurances are to be provided

- The *Employer* provides these additional insurances
 1. Insurance against
Cover/indemnity is
The deductibles are
 2. Insurance against
Cover/indemnity is
The deductibles are
 3. Insurance against
Cover/indemnity is
The deductibles are
- The *Contractor* provides these additional insurances
 1. Insurance against
Cover/indemnity is
 2. Insurance against
Cover/indemnity is
 3. Insurance against
Cover/indemnity is

Part two – Data provided by the Contractor

Completion of the data in full, according to the Options chosen, is essential to create a complete contract.

Statements given in all contracts

- The Contractor is
 - Name
 - Address
- The direct fee percentage is..... %.
- The subcontracted fee percentage is
- The working areas are the Site and
- The key people are
 - (1) Name
 - Job
 - Responsibilities
 - Qualifications
 - Experience
 - (2) Name
 - Job
 - Responsibilities
 - Qualifications
 - Experience
- The following matters will be included in the Risk Register
 -
 -
 -

Optional statements

- If the Contractor is to provide Works Information for his design**
- The Works Information for the Contractor's design is in
 -
 -
 -
 -
- If a programme is to be identified in the Contract Data**
- The programme identified in the Contract Data is.....
- If the Contractor is to decide the completion date for the whole of the works**
- The completion date for the whole of the works is.....
- If Option Y(UK)1 is used**
- The project bank is
 - named suppliers are

Data for the Shorter
Schedule of Cost
Components

-
- The *activity schedule* is
 - The tendered total of the Prices is
 - The percentage for people overheads is %.
 - The published list of Equipment is the last edition of the list published by
 - The percentage for adjustment for Equipment in the published list is % (state plus or minus).
 - The rates for other Equipment are

Equipment	size or capacity	rate
.....
.....
.....
.....
 - The hourly rates for Defined Cost of design outside the Working Areas are

category of employee	hourly rate
.....
.....
.....
.....
 - The percentage for design overheads is %.
 - The categories of design employees whose travelling expenses to and from the Working Areas are included in Defined Cost are