**DATED                                                    2024**

|  | **(1)** | **City College PLYMOUTH** |  |
| --- | --- | --- | --- |
|  |  |  |  |
|  | **(2)** | **[CONTRACTOR]** |  |
|  |  |  |  |

|  | **BUILDING CONTRACT**  Incorporating and amending the  **JCT Intermediate Building Contract with Contractor's Design, 2016 Edition**  **Relating to Refurbishment of 2nd & 3rd floor and fire protection upgrades to Tower Building, City College Plymouth** |  |
| --- | --- | --- |

**THIS AGREEMENT is dated**

**PARTIES**

1. **City College Plymouth** incorporated and registered in England and Wales with company number \_\_\_As required\_\_\_\_\_\_\_\_\_ whose registered office is at City College Plymouth, Kings Rd, Plymouth, Devon, England, PL1 5QG (**Employer**).
2. **[CONTRACTOR]** incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [ADDRESS] (**Contractor**).

**BACKGROUND**

1. The Employer wishes to procure the construction of certain works, including the design of part of those works.

1. The Contractor has agreed to carry out that design and construction work, as required by this agreement.

1. The Employer and Contractor have agreed to incorporate and amend the JCT Intermediate Building Contract with Contractor's Design, 2016 edition ("**JCT ICD**") as set out in this agreement.

**AGREED TERMS**

# INTERPRETATION

The following definitions and rules of interpretation apply in this agreement.

## Definitions:

| **JCT Articles** | the section of the JCT ICD titled "Articles". |
| --- | --- |
| **JCT Attestation** | the section of the JCT ICD titled "Attestation". |
| **JCT Conditions** | the section of the JCT ICD titled "Conditions". |
| **JCT Contract Particulars** | the section of the JCT ICD titled "Contract Particulars". |
| **JCT Recitals** | the section of the JCT ICD titled "Recitals". |
| **Schedule of Amendments** | the parties, background, agreed terms and schedules forming part of this agreement, which amend the JCT ICD. |

## Capitalised terms used in this agreement have the same meaning as in the JCT ICD unless the meaning given in the JCT ICD is different from, or conflicts with, the meaning given in the Schedule of Amendments, in which case the Schedule of Amendments prevails.

## The schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the schedules.

## A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

## Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

## A reference to this agreement or to any other agreement or document referred to in this agreement is a reference to this agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this agreement) from time to time.

## References to clauses, schedules and annexes are to the clauses, schedules and annexes of this agreement and references to paragraphs are to paragraphs of the relevant schedule.

## Without prejudice to clause 1.2, in case of any difference, discrepancy or conflict between the Schedule of Amendments and the JCT ICD, the Schedule of Amendments shall prevail.

## Any words following the terms including**,** include**,** in particular**,** for example or any similar expression shall be construed as illustrative only and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

# INCORPORATION AND AMENDMENT OF THE JCT ICD

## This agreement incorporates and amends the JCT ICD as follows:

### it incorporates the JCT Recitals, as amended by Part 1 of Schedule A;

### it incorporates the JCT Articles, as amended by Part 2 of [Schedule](#bookmark=id.17dp8vu) A;

### it incorporates the JCT Contract Particulars, as set out in Part 3 of [Schedule](#bookmark=id.17dp8vu) A; and

### it incorporates the JCT Conditions, as amended by Part 4 of [Schedule](#bookmark=id.17dp8vu) A.

## This agreement does not incorporate the JCT Attestation.

# GOVERNING LAW AND JURISDICTION

## This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England. The parties hereby submit to the exclusive jurisdiction of the English Courts.

# COUNTERPARTS

## This Contract may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one Contract.

This document has been executed as a deed and is delivered on the date stated at the beginning of it.

| Executed as a deed by  **City College Plymouth** | ) |  |
| --- | --- | --- |
| acting by two directors or by a director and the company secretary | ) |  |
|  | ) |  |
|  | ) | Director |
|  |  |  |
|  |  |  |
|  | ) |  |
|  | ) |  |
|  | ) | Director / Secretary |
|  |  |  |
| Executed as a deed by **[CONTRACTOR]** | ) |  |
| acting by two directors or by a director and the company secretary | ) |  |
|  | ) |  |
|  | ) | Director |
|  |  |  |
|  |  |  |
|  | ) |  |
|  | ) |  |
|  | ) | Director / Secretary |
|  |  |  |

1. **- SCHEDULE OF AMENDMENTS**

**PART 1 Recitals**

1. **FIRST RECITAL**

Complete the First Recital with this description of the Works:

Refurbishment of 2nd & 3rd floor and fire protection upgrades to Tower Building, City College Plymouth (as further detailed in the Contract Documents).

1. **SECOND RECITAL**

Complete the Second Recital with this description of the Contractor's Designed Portion:

The detailed design of the mechanical and electrical services within the premises to include, but necessarily limited to mechanical ventilation, heating and cooling systems, electrical small power and distribution systems and their installation (as further detailed in the Contract Documents).

1. **THIRD RECITAL**

Complete the Third Recital with this description of the Contract Drawings:

As attached at Annex A.

1. **FOURTH RECITAL**
   1. Delete the following:

"the Work Schedules"

* 1. Delete from "particulars of the Intermediate Named Sub-Contract..." to "...and the Tender Documents referred to in them);" (inclusive).

1. **FIFTH RECITAL**
   1. Delete "and has provided the Employer with the priced schedule of activities annexed to this Contract ('the Activity Schedule')".
   2. Delete the final paragraph of the Fifth Recital and replace with "The Priced Document is attached to this Contract at Annex C".
2. **SEVENTH RECITAL**

Delete the existing text of the Seventh Recital and replace with:

"the Contractor has examined the Employer's Requirements and confirms:

* the Contractor has inspected the site and satisfied himself as to its dimensions, location and other matters relevant to the CDP Works;
* the Contractor’s Proposals meet with the Employer's Requirements and there is no discrepancy within and/or between the two documents; and
* the Contractor shall be fully responsible in all respects for the design of the CDP Works (whether contained in the Employer's Requirements or the Contractor's Proposals), including without limitation design development, selection of goods and materials and satisfaction of performance specifications."

1. **NINTH RECITAL**

Delete the whole of the Ninth Recital and replace with:

"Number not used".

**PART 2 Articles**

1. **ARTICLE 2: CONTRACT SUM**

Complete Article 2 with this Contract Sum:

[SUM IN WORDS] (£[SUM IN FIGURES])

1. **ARTICLE 3: ARCHITECT / CONTRACT ADMINISTRATOR**

Complete Article 3 with this Architect / Contract Administrator:

G Parry Consulting Ltd, 5 Verna Place, St Budeaux, Plymouth, PL5 2EJ (company number 11104127.

Insert the following at the end of Article 3:

“The Contractor shall, in good faith, fully cooperate with the Architect / Contract Administrator at all times in the performance of its obligations under this Contract.”

1. **ARTICLE 4: QUANTITY SURVEYOR**

Complete Article 4 with this Quantity Surveyor:

Kirkham Board Associates Limited of 3 River Court, Pynes Hill, Exeter EX2 5JL (company number 05391538.

1. **ARTICLE 5: PRINCIPAL DESIGNER**

Complete Article 5 with this Principal Designer:

The Architect/ Contract Administrator

1. **ARTICLE 6: PRINCIPAL CONTRACTOR**

Complete Article 6 with this Principal Contractor:

The Contractor

1. **NEW ARTICLE 10: EFFECT OF APPROVAL**

Insert new Article 10:

"Notwithstanding any other provision of this Contract, the Contractor shall not be relieved from its obligations under this Contract nor shall such obligations be removed, restricted, limited or qualified in any way by the presence of the Employer or the Architect / Contract Administrator or their agents or representatives on the site of the Works, or the carrying out of tests on the instructions of the Employer or the Architect / Contract Administrator or by any instruction, direction, admission, consent, approval, confirmation, sanction, acknowledgement, advice or inspection made or given by or on behalf of the Employer or the Architect / Contract Administrator."

**PART 3 Contract Particulars**

| **Clause Reference** | **Subject** | **Particulars** | |
| --- | --- | --- | --- |
| *Fourth Recital* | Employer's Requirements  (*State reference numbers and dates or other identifiers of documents in which these are contained)* | As attached at Annex D to this Contract. | |
| *Sixth Recital* | Contractor's Proposals  (*State reference numbers and dates or other identifiers of documents in which these are contained*) | As attached at Annex E to this Contract. | |
| *Sixth Recital* | CDP Analysis  (*State reference numbers and dates or other identifiers of documents in which this is contained*) | As attached at Annex F to this Contract. | |
| *Eighth Recital and clause 4·6* | Construction Industry Scheme (CIS) | Employer at the Base Date is a ‘contractor’ for the purposes of the CIS. | |
| *Tenth Recital* | CDM Regulations | The project is not notifiable. | |
| *Eleventh Recital* | Description of Sections (if any)  *(If not shown or described in the Bills of Quantities / Specification / Work Schedules or the Contract Drawings, state the reference numbers and dates or other identifiers of documents in which they are shown.)* | Not applicable. | |
| *Twelfth Recital* | Framework Agreement (if applicable)  *(State date, title and parties.)* | Not applicable. | |
| *Thirteenth Recital and Schedule 5* | Supplemental Provisions  *(Where neither entry against an item below is deleted, the Supplemental Provision applies.)* | | |
| Collaborative working | Supplemental Provision 1 applies | |
| Health and safety | Supplemental Provision 2 applies | |
| Cost savings and value improvements | Supplemental Provision 3 applies | |
| Sustainable development and environmental considerations | Supplemental Provision 4 applies | |
| Performance indicators and monitoring | Supplemental Provision 5 does not apply | |
| Notification and negotiation of disputes | Supplemental Provision 6 applies | |
| Where Supplemental Provision 6 applies, the respective nominees of the Parties are | Employer’s nominee | Dominic Jennings, Head of Estates |
| Contractor's nominee | [ ] |
| or such replacement as each Party may notify to the other from time to time. | |
| Article 8 | Arbitration | Article 8 and clauses 9.3 to 9.8 (Arbitration) do not apply. | |
| 1.1 | Base Date | [3rd June 2024] | |
| 1.1 | BIM Protocol (where applicable)  *(State title, edition, date or other identifiers of the relevant documents)* | Not applicable. | |
| 1.1 | Date for Completion of the Works  *(where completion by Sections does not apply)* | [Eleven weeks after Date of Possession of the site] | |
| 1.1 | Sections: Dates for Completion of Sections | Not applicable. | |
| 1.7 | Addresses for service of notices by the Parties  *(If none is stated, the address in each case, subject to clause 1.7.3, shall be that shown at the commencement of the Agreement.)* | Employer: City College Plymouth, Kings Rd, Plymouth. PL1 5QG, | |
| Contractor: [ADDRESS] | |
| 2.4 | Date of Possession of the site  *(where possession by Sections does not apply.)* | [3rd June 2024] | |
| 2.4 | Sections: Dates of Possession of Sections | Not applicable. | |
| 2.5 | Deferment of possession of the site  *(where possession by Sections does not apply)* | Clause 2.5 applies.  Maximum period of deferment (if less than 6 weeks) is [X] week | |
| 2.5 | Sections: deferment of possession of Sections | Not applicable. | |
| 2.20A | Additional pre-requisites to achievement of practical completion or sectional completion | In addition to the matters listed at clause 2.20A, the following shall be a pre-requisite to achievement of practical completion or sectional completion (as applicable):   * Issue of a building regulation completion certificate by the approved inspector. | |
| 2.23.2 | Liquidated damages  *(where completion by Sections does not apply)* | £5,500 per week or pro rata for part thereof | |
| 2.32.2 | Sections: rate of liquidated damages for each Section | Not applicable. | |
| 2.29 | Sections: Section Sums | Not applicable. | |
| 2.30 | Rectification Period (*where completion by Sections does not apply) (If no other period is stated, the period is 6 months.)* | 12 months from the date of practical completion. | |
| 2.30 | Sections: Rectification *Periods (If no other period is stated, the period is 6 months.)* | Not applicable. | |
| 2.34.3 | Contractor’s Designed Portion: limit of Contractor’ | Not applicable. | |
| 4.3 and 4.9 | Fluctuations Provision | No Fluctuations Provision applies | |
| 4.7 | Advance payment  *(Not applicable where the Employer is a Local or Public Authority)* | Clause 4.7 does not apply | |
| 4.7 | Advance Payment Bond  *(Where an advance payment is to be made, an advance payment bond is required unless stated that it is not required.)* | An advance payment bond is not required | |
| 4.8.1 | Interim payments - Interim Valuation Dates  *(If no date is stated, the first Interim Valuation Date is one month after the Date of Possession)* | The first Interim Valuation Date is [28th June 2024]  and thereafter the same date in each calendar month | |
| 4.9.1 | Interim payments - percentages of value  Where the Works, or those works in a Section, have not achieved practical completion, the percentage of total value in respect of the works that have not achieved practical completion is  *(The percentage is 95 per cent unless a different rate is stated.)*  Where the Works, or those works in a Section, have achieved practical completion, the percentage in respect of the completed works is  *(The percentage is 97 ½ per cent unless a different rate is stated.)* | 95 per cent  97.5 per cent | |
| 4.10.4 | Listed Items – uniquely identified  *(Delete the entry if no bond is required.)* | Not applicable. | |
| 4.10.5 | Listed Items – not uniquely identified  *(Delete the entry if clause 4.10.5 does not apply.)* | Not applicable. | |
| 6.3B | Third party consents, approvals, licences and permissions | The Contractor is responsible for obtaining the following without addition to the Contract Sum:   * building control approvals | |
| 6.4.1 | Contractor’s Public Liability Insurance: injury to persons or property – the required level of insurance cover is not less than | £2,000,000 for any one occurrence or series of occurrences arising out of one event. | |
| 6.5.1 | Insurance – liability of Employer  *(Not required unless it is stated that it is required and the minimum amount of indemnity is stated)* | Insurance is not required. | |
| 6.7 and Schedule 1 | Works Insurance – Insurance Option applicable | Schedule 1:  Option C applies. | |
| Percentage to cover professional fees  *(If no other percentage is stated, it shall be 15 per cent.)* | 15% | |
| Where cover is to be provided under the Contractor's annual policy, the annual renewal date is | Not applicable. | |
| Where Insurance Option C applies, paragraph C.1 | Applies | |
| 6.10 and Schedule 1 | Terrorism Cover – details of the required cover  *(Unless otherwise stated, Pool Re Cover is required.)* | Terrorism cover is not required | |
| 6.15 | Joint Fire Code | The Joint Fire Code applies | |
| If the Joint Fire Code applies, state whether the insurer under Insurance Option A, B or C (paragraph C.2) has specified that the Works are a ‘Large Project’: | No | |
| 6.18 | Joint Fire Code – amendments/revisions  *(The cost shall be borne by the Contractor unless otherwise stated.)* | The cost, if any, of compliance with amendment(s) or revision(s) to the Joint Fire Code shall be borne by the Contractor. | |
| 6.19 | Contractor's Designed Portion  Professional Indemnity Insurance  Level of cover  (*if an alternative is not selected the amount shall be the aggregate amount for any one period of insurance. A period of insurance for these purposes shall be one year unless otherwise stated*)  (*If no amount is stated, insurance under clause 6.19 shall not be required*) | Amount of Indemnity required | Relates to claims or series of claims arising out of one event and is £1,000,000. |
| Cover for pollution and contamination claims  (*if no amount is stated such cover shall not be required;, unless otherwise stated, the required limit of indemnity is an annual aggregate amount*) | Is not required | |
| Expiry of required period of CDP Professional Indemnity Insurance (after the date of practical completion of the Works) is | 6 years | |
| 7.2.1 | Performance bond or guarantee from bank or other approved surety | Is required | |
| The required form of the bond or guarantee is set out in Schedule C to the Schedule of Amendments. | |
| Value: 10% of the Contract Sum. | |
| Period of validity: the expiry date of the performance bond or guarantee is to be | The date of practical completion of the Works. | |
| Reduction in value - if expiring later than the date of practical completion of the Works, the percentage reduction in the initial value on that date is | Not applicable. | |
| 7.2.2 | Guarantee from the Contractor's parent company | Is required. | |
| Parent company's name and registration number: [Insert details] | |
| The required form of the guarantee is set out in Schedule B to the Schedule of Amendments. | |
| 8.9.2 | Period of suspension  *(If none is stated, the period is 2 months.)* | 2 months | |
| 8.11.1.1 to 8.11.1.5 | Period of suspension  *(If none is stated, the period is 2 months.)* | 2 months | |
| 9.2.1 | Adjudication | The Adjudicator is to be nominated by the Adjudicator nominating body. | |
| Nominating body – where no Adjudicator is named or where the named Adjudicator is unwilling or unable to act (whenever that is established)  *(Where an Adjudicator is not named and a nominating body has not been selected, the nominating body shall be one of the bodies listed opposite selected by the Party requiring the reference to adjudication.)* | The Royal Institution of Chartered Surveyors | |
| 9.4.1 | Arbitration – appointor of Arbitrator (and of any replacement) | Not applicable. | |

**PART 4 Conditions**

1. **CLAUSE 1.1**
   1. Amend these definitions:
      1. Agreement: add to the end of the definition, before the full stop:

", each as amended by the Schedule of Amendments".

* + 1. Article: add to the end of the definition, before the full stop:

", as amended by Part 2 of the Schedule of Amendments".

* + 1. CDM Regulations: add to the end of the definition, before the full stop:

"and any related guidance requirements issued by the Health and Safety Executive from time to time, or any remaking thereof or any amendments to a regulation therein".

* + 1. Conditions: add to the end of the definition, before the full stop:

", each as amended by Part 4 of the Schedule of Amendments".

* + 1. Contract Documents: delete the existing definition and replace with:

"the Agreement, these Conditions and all Schedules and Annexes hereto, the Contract Drawings, the Contract Bills, Specification and/or Work Schedules (as applicable), the Employer's Requirements, the Contractor's Proposals, the CDP Analysis and the Priced Document".

* + 1. Contract Particulars: add to the end of the definition, before the full stop:

", as set out in Part 3 of the Schedule of Amendments".

* + 1. Funder: delete the existing definition text and replace with:

"a person that has provided, or is to provide, finance in connection with the whole or any part of the Works or the completed Works, or the site of the Works, whether that person acts on its own account, as agent for a syndicate of other parties or otherwise (including, without limitation, any entity that enters or has entered into a ‘forward funding’ or ‘forward purchase’ agreement with the Employer)."

* + 1. Purchaser: delete the existing definition and replace with “any person (save for a residential occupier) who takes or agrees to take a freehold interest in the whole or any part of the Works".
    2. Recitals: add to the end of the definition, before the full stop:

", as amended by Part 1 of the Schedule of Amendments".

* + 1. Tenant: delete the existing definition and replace with “any person (save for a residential occupier) who takes or agrees to take a leasehold interest in the whole or any part of the Works".
  1. Add these definitions:

"Construction Products Regulations: the Construction Products Regulations 2013 (SI 2013/1387) and the Construction Products Regulation (305/2011/EU), both as amended by the Construction Products (Amendment etc) (EU Exit) Regulations 2019 (SI 2019/465)."

"Deleterious: materials, equipment, products or kits that are generally accepted, or generally suspected, in the construction industry at the time of specification or use as posing a threat to the health and safety of any person; or posing a threat to the structural stability, performance or physical integrity of the Works or any part or component of the Works; or reducing, or possibly reducing, the normal life expectancy of the Works or any part or component of the Works; or not being in accordance with any relevant British or European Standard, relevant code of practice, good building practice or any applicable agrément certificate issued by the British Board of Agrément; or having been supplied or placed on the market in breach of the Construction Products Regulations."

“Employer’s Policies: the Employer's policies set out at Annex G to this Contract.”

"Key Sub-contractor: a sub-contractor appointed by the Contractor to carry out design works and/or named or identified in Part 4 of Schedule E to the Schedule of Amendments and any replacement of a Key Sub-contractor."

"Material: designs, drawings, models, plans, specifications, design details, photographs, brochures, reports, notes of meetings, CAD materials, calculations, data, databases, schedules, programmes, bills of quantities, budgets and any other documents or materials in any medium which have been created, developed and/or provided by the Contractor or its sub-consultants or sub-contractors in connection with the Works and all updates, amendments, additions and revisions to them and any works, designs, or inventions incorporated or referred to in them."

"Permitted Uses: the design, construction, completion, reconstruction, modification, refurbishment, development, maintenance, facilities management, funding, disposal, letting, fitting-out, advertisement, decommissioning, demolition, reinstatement, extension, building information modelling and repair of the Works (and the completed Works)."

"Professional Consultant: a professional consultant appointed by the Contractor to carry out design services and/or named or identified in Part 1 of Schedule D to the Schedule of Amendments, and any replacement of a Professional Consultant."

“Schedule of Information Requirements: a schedule stating the information that the Contractor requires the Employer, the Architect / Contract Administrator and the Employer’s Persons to release and the required timescales for that release.”

"Standard of Care: all the reasonable skill, care and diligence to be expected of a qualified and experienced architect (or other appropriate professional designer) undertaking the design of works similar in scope, character, value and complexity to the CDP Works."

"Third Party Agreements: the agreements, or extracts from agreements, between the Employer and third parties, which may affect the Works, attached at Schedule F to the Schedule of Amendments, as supplemented by any instruction from the Employer referred to in clause 5.1.3."

1. **CLAUSE 1.3**

In clause 1.3, after "override or modify" add: "the Schedule of Amendments,"

1. **CLAUSE 1.6**

Delete clause 1.6, but not its heading, and replace with:

"Other than any rights as take effect pursuant to section 7 of these Conditions, nothing in this Contract confers or is intended to confer any right to enforce any of its terms on any person who is not a party to it."

1. **CLAUSE 1.9**

Delete sub-clause 1.9.1.1 and replace with "Not used".

1. **CLAUSE 1.11**

In clause 1.11.2 delete "either Party's consent under clause 7.1" and replace with "the Employer's consent under clause 7.1.4".

1. **CLAUSE 1.13**

Insert new clause 1.13:

"The appointment of the Contractor under this Contract shall be deemed to have commenced with effect from the date when the Contractor first began to carry out any services or works relating to the Works. To the extent that any such services or works were carried out prior to or otherwise than pursuant to this Contract [(whether under [the letter[s] of intent dated [ ],[, pre – construction services agreements dated [ ]] or otherwise)], the duties and obligations contained in this Contract shall be deemed to apply to the carrying out of those services or works. All payments made in respect of services or works carried out prior to the date of this Contract shall be treated as payments on account of sums due under this Contract.”

1. **CLAUSE 2.1**
   1. Insert at the start of sub-clause 2.1.1: "carry out and"
   2. At the end of sub-clause 2.1.1, delete "so far as not described or stated" to the end of the sub-clause (inclusive).
   3. Delete sub-clause 2.1.2 and replace with:

"ensure the proper integration, co-ordination and compatibility of the various components and elements that make up and comprise the CDP Works, one with another and with the remainder of the Works (and comply with all Architect/Contract Administrator instructions in this regard, subject to the provisions of clause 3.8.2); and"

1. **CLAUSE 2.1A**

Insert new clause 2.1A:

"**Site conditions**

The Contractor has had an opportunity of inspecting the physical conditions (including but not limited to [Tower Building, site compound] and other conditions of or affecting the site of the CDP Works and shall be deemed to be fully acquainted with the same before the date of this Contract and to have obtained all necessary information as to risks, contingencies and all other circumstances which may influence or affect the execution of the CDP Works. Notwithstanding any other provision of this Contract, no failure on the part of the Contractor to discover or foresee any such condition, risk, contingency or circumstance shall entitle the Contractor to any additional payment (whether by way of an addition to the Contract Sum or otherwise) or an extension of time. As between the Contractor and the Employer, the Contractor shall not and shall not be entitled to rely upon any survey, report or other document prepared by or on behalf of the Employer regarding any such matter as is referred to in this clause 2.1A and the Employer makes no representation or warranty as to the accuracy or completeness of any such survey, report or document. The Employer shall have no liability arising out of or in relation to any such survey, report or document or from any representation or statement, whether negligently or otherwise made, contained in such survey, report or other document.”

1. **CLAUSE 2.2**
   1. Delete existing clause 2.2.1 and replace with:

"All materials and goods for the Works shall be of satisfactory quality, reasonably fit for their intended purposes and of a standard appropriate to the Works and shall comply with any standards, quality and requirements set out in the Contract Documents."

* 1. Renumber existing clause 2.2.2 as sub-clause 2.2.5 and insert new sub-clause 2.2.2:

"The workmanship for the Works shall be of the standards described in the Contract Documents, or if not described or to the extent these contain a lesser standard, all workmanship shall be of satisfactory quality and carried out in a good, proper and workmanlike manner."

* 1. Insert a new sub-clause 2.2.3:

"Where and to the extent that approval of quality of materials or goods or of the standards of workmanship is a matter for the opinion of the Architect/Contract Administrator, such quality and standards shall be to his reasonable satisfaction."

* 1. Insert a new sub-clause 2.2.4:

"The Contractor shall not specify or use anything in the Works, which, at the time of specification or use, is Deleterious."

* 1. Insert a new sub-clause 2.2.5:

“The Contractor shall ensure that all goods, materials, products and equipment intended for incorporation in the Works are correctly and properly installed in accordance with manufacturer’s instructions and recommendations. To the extent that the Contractor considers an alternative method of installation is required or would better suit any goods, materials, products or equipment, it shall seek the Architect / Contract Administrator’s prior written approval. Any such approval given by the Architect / Contract Administrator shall not relieve the Contractor from his obligation to ensure that goods, materials, products and equipment are correctly and properly installed."

1. **CLAUSE 2.3**

Delete the second sentence of clause 2.3 and replace with: "The amount of any such fees or charges (including any rates or taxes other than VAT) shall be deemed to have been included in the Contract Sum."

1. **CLAUSE 2.8**

In clause 2.8.3, after "divulge" insert: "(except in compliance with statutory obligations or the requirements of any auditor or otherwise in accordance with the terms of this Contract)".

1. **CLAUSE 2.10**

Delete the whole of sub-clause 2.10.1.

1. **CLAUSE 2.11**

Delete from the start of sub-clause 2.11.1 "Where not included in the Information Release Schedule, the" and replace with: "The".

1. **CLAUSE 2.13**
   1. Delete sub-clause 2.13.3.2 and replace with "in the case of an inconsistency within or between the Employer's Requirements, the Contractor's Proposals and/or other Contractor's Design Documents, he shall as soon as practicable after its discovery make proposals for the necessary amendments".
   2. Delete sub-clause 2.13.4 and replace with "Not used".

1. **CLAUSE 2.14**

In sub-clause 2.14.1 after "within or between the Contractor's Proposals" insert ", the Employer's Requirements".

1. **CLAUSE 2.15**

In sub-clause 2.15.2.1, after "change in the Statutory Requirements" insert:

"that was not foreseen by the Contractor at the Base Date and that could not reasonably have been foreseen by a competent contractor at the Base Date".

1. **CLAUSE 2.19**
   1. Insert the following at the end of the first sentence in sub-clause 2.19.1, before the full stop:

“(such notification to include, without limitation, (i) a proposed revised programme for the Works; and (ii) copies of any related delay notifications or particulars issued by the Contractor’s sub-contractors (such copies to be provided on an open-book basis))”.

* 1. Insert a new sub-clause 2.19.1A after sub-clause 2.19.1, as follows:

"The Contractor shall not be entitled to any extension of time on account of any circumstance arising by reason of any error, omission, negligence or default of the Contractor or the Contractor's Persons."

* 1. Insert a new sub-clause 2.19.6 as follows:

“Without prejudice to the generality of clause 2.19.1A, if the Contractor fails to give the notice and/or particulars required under clause 2.19.1 at the earliest practicable opportunity when a competent and experienced contractor could have given them, then any associated extension of time shall be assessed as if the Contractor had given the notice and/or particulars at that time.”

1. **CLAUSE 2.19A**

Insert new clause 2.19A after clause 2.19:

"The Contractor shall make due allowance in its programme for any work to be undertaken by any Statutory Undertaker and shall give sufficient notice in writing to each of them of the dates and times when their work can be undertaken on site without causing any delay or disruption to the Works."

1. **CLAUSE 2.20**
   1. In sub-clause 2.20.2.1, after "clause 2.13" insert: "(subject always to clauses 2.14 and 2.34)"
   2. Insert at the end of sub-clause 2.20.2.3 "or unless the inspection or test was expressly envisaged by the Contract Documents or was reasonably necessary following the discovery of a defect to check for similar non-compliances ".
   3. Insert the following at the end of sub-clause 2.20.7: "(provided that the Contractor has complied fully with its obligations under clause 2.19A of this Contract)".
   4. Add to the end of sub-clause 2.20.11, before the semicolon:

"provided that such strike, lockout or local combination of workmen is of a national or regional nature, does not affect the site of the Works alone and is not restricted to the employees of the Contractor or any sub-contractor".

* 1. In sub-clause 2.20.12 add at the end of the sub-clause and before the semi-colon:

“save for any statutory powers exercised in connection with the United Kingdom’s exit from the European Union or the associated transition period (including consequent effects on economic circumstances, market conditions and/or labour availability), which shall not be treated as directly affecting the execution of the Works for the purpose of this clause 2.20.12.

* 1. In sub-clause 2.20.13 add at the end of the sub-clause and before the full stop:

"save that the term 'force majeure' shall not include any consequences of the United Kingdom ceasing to be a member state of the European Union or the cessation of the associated transition period (including any change in economic circumstances, market conditions and/or labour availability).

1. **CLAUSE 2.20A**

Insert a new clause 2.20A:

"It shall be a pre-requisite to practical completion of the Works or any Section that the Contractor shall have:

.1 completed the Works or Section such that they are free from apparent defects, subject only to minor defects which do not affect or impair the use, enjoyment, occupation and/or fitting out of the Works or Section by the Employer;

.2 delivered all collateral warranties required under clause 7 of this Contract;

.3 provided all records, documents, commissioning data, maintenance hand over schedules, manufacturers warranties, operation certificates and commissioning schedules in relation to the Works or the relevant Section, in accordance with the Contract Documents and the Employer's reasonable requirements; and

.4 satisfied any further pre-requisites to practical completion or sectional completion as may be stated in the Contract Particulars."

1. **CLAUSE 2.23**

* 1. In clause 2.23.1 (final hanging paragraph), delete "5 days" and replace with "the day".

1. **CLAUSE 2.30**

Insert the following at the end of clause 2.30:

"Any defects notified under this clause 2.30 shall be made good by the Contractor within a reasonable period of time following notification, and forthwith in the case of a defect, shrinkage or other fault raising health and safety issues or preventing occupation or use of the relevant part of the Works. If the Contractor fails to make good any defects, shrinkages or other faults notified by the Employer pursuant to this clause within the time required under this clause then the Employer shall be entitled to instruct another contractor to carry out such works and to recover the cost of the same from the Contractor as a debt and/or to deduct the same from any monies otherwise due to the Contractor."

1. **CLAUSE 2.31**

Add to the end of clause 2.31 before the full stop:

", provided that the Architect/Contract Administrator shall not be required to issue that certificate earlier than the expiry of the Rectification Period".

1. **CLAUSE 2.31A**

Add a new clause 2.31A after clause 2.31:

"**Snagging list and defects, shrinkages or other faults remaining at practical completion or sectional completion**

Clauses 2.30 and 2.31 shall apply, without limitation, to:

.1 any items identified on any snagging list issued by the Architect/Contract Administrator at or around practical completion or sectional completion, or attached to a Practical Completion Certificate or Section Completion Certificate;

.2 any defects, shrinkages or other faults in the Works or Section at practical completion or sectional completion; and

.3 any incomplete work, forming part of the Works or Section, remaining at practical completion or sectional completion."

1. **CLAUSE 2.32**

After "and use by the Employer" insert "operation and maintenance manuals and".

1. **CLAUSE 2.33**

Delete clause 2.33 and replace with the following:

".1 The Contractor grants to the Employer, with immediate effect, an irrevocable, non-exclusive, non-terminable, royalty-free, world-wide licence to copy and make full use of any Material prepared by or on behalf of the Contractor for any purpose relating to the Works (and the completed Works) including any of the Permitted Uses.

.2 This licence carries the right to grant sub-licences and is transferable to third parties without the Contractor's consent.

.3 The Employer may, at any time (whether before or after completion of the Works, or termination of the Contractor's engagement under this Contract), request a copy or copies of (some or all of) the Material from the Contractor. On the Employer's payment of the Contractor's reasonable charges for providing the copy (or copies), the Contractor shall provide the copy (or copies) to the Employer.

.4 All royalties or other sums payable in respect of the supply and use of any patented articles processes or inventions required in connection with the Works shall be paid by the Contractor and the Contractor shall indemnify the Employer from and against all claims, proceedings, damages, costs, and expenses suffered or incurred by the Employer by reason of the Contractor infringing or being held to infringe any intellectual property rights in the course of or in connection with the Works.

.5 The Contractor hereby unconditionally and for all purposes waives all moral rights to which it is entitled under Part One of Chapter IV of the Copyright Designs and Patents Act 1988 in all Material produced or to be produced by the Contractor pursuant to this Contract (and shall procure an equivalent waiver from its sub-contractors).

.6 The Contractor shall have no liability for use of the Material for any purpose other than that for which it was prepared and/or provided."

1. **CLAUSE 2.34**
   1. Delete clause 2.34.1 and replace with the following:

Without derogating from any other provision in this Contract, the Contractor shall be fully responsible in all respects for the design of the CDP Works including all design work prepared or proposed by or on behalf of the Employer on or before the date of this Contract forming part of the Employer's Requirements. The Contractor warrants to the Employer that it shall use the Standard of Care when designing the CDP Works and that its design complies with Statutory Requirements."

* 1. Delete clause 2.34.3 and replace with "Not used".
  2. Delete clauses 2.34.4 and 2.34.5 and replace with the following:

"Where there is an error, omission or discrepancy within the Employer's Requirements, the Contractor's Proposals or the Contractor’s Design Documents (including any non-compliance with Statutory Requirements), or a divergence between any of the Employer's Requirements, the Contractor's Proposals and the Contractor’s Design Documents, the Contractor shall notify the Employer of the error, omission, discrepancy or divergence and of its proposed amendments to correct or remove it (as the case may be). Subject always to compliance with the Statutory Requirements, the Employer shall decide between the discrepant or divergent items (as the case may be) or otherwise may accept the Contractor's proposed amendments or decide how the error, omission, discrepancy or divergence shall be dealt with. The Contractor shall be obliged to comply with the decision or acceptance by the Employer without any adjustment of the Contract Sum or extension of time for completion and without affecting in any way or to any degree the responsibility of the Contractor under this Contract."

1. **CLAUSE 2.35**

Add a new clause 2.35:

"**Third Party Agreements**

.1 The Contractor shall be deemed to have read the Third Party Agreements and to be fully aware of the obligations, risks and liabilities assumed by the Employer under them.

.2 The Contractor shall ensure that no act or default or omission on its part or on the part of any of the Contractor's Persons in relation to the performance by the Contractor of its obligations under this Contract shall cause, contribute or otherwise give rise to any breach by the Employer of any of its obligations under the Third Party Agreements."

1. **CLAUSE 2.36**

Insert a new clause 2.36:

“**Contractor’s additional information sharing requirements**

.1 The Contractor shall at its own cost prepare, and keep updated during the carrying out of the Works, a master programme showing how the Contractor intends to time and sequence the Works (including the design phase, lead-in times for procurement of materials, and the construction phase) in order to achieve practical completion and (where applicable) sectional completion on or before the relevant Completion Date. The Contractor shall provide a copy of the latest master programme to the Employer whenever reasonably requested and the Employer shall be entitled to require the Contractor to submit a revised programme if at any time it considers that the details do not comply with the requirements of this Contract.

.2 Where and to the extent required by the Employer or the Architect / Contract Administrator, the Contractor shall at its own cost prepare, and keep updated during the carrying out of the Works, a Schedule of Information Requirements.

.3 Without prejudice to its other duties and obligations under this Contract, the Contractor shall provide (at its own cost) such information as the Employer or the Employer’s Persons may require from time to time on the nature, state and progress of the Works (including without limitation information on the selection of goods and materials, buildability, procurement times and construction times).”

1. **CLAUSE 3.2**

Insert the following at the end of clause 3.2:

“The Employer shall be entitled (acting reasonably) to require the removal of a person-in-charge or any other person engaged on the carrying out of the Works if, in the Employer's opinion, their performance or conduct is or has been unsatisfactory and the Contractor shall promptly remove such person and replace them with such person as the Employer shall first have approved in writing. Any cost incurred by the Contractor in replacing the person-in-charge or any other person engaged on the carrying out of the Works (in any circumstances) shall be borne by the Contractor. The person-in-charge shall keep complete and accurate records regarding on-site activity in accordance with any requirements reasonably imposed by the Employer and shall make the same available for inspection by the Employer at all reasonable times.”

1. **CLAUSE 3.4**

In sub-clause 3.4.1, delete from "Except where the Employer is a Local Authority" to the end of the sub-clause, inclusive.

1. **CLAUSE 3.5**

Insert the following at the end of clause 3.5:

“The Employer may refuse consent if, without limitation, there are reasonable concerns regarding the proposed sub-contractor’s claims or incidents records, competence, experience and/or organisational capability.”

1. **CLAUSE 3.6**
   1. Insert the following after "JCT Intermediate Building Sub-Contract" in the first paragraph of clause 3.6:

"The appointment of all Professional Consultants and Key Sub-Contractors shall be on terms and conditions which are to be approved by the Employer (such approval not to be unreasonably withheld or delayed). The Contractor shall upon reasonable request (but not later than 14 days from request) by the Employer or the Architect / Contract Administrator, provide a full copy of the executed form of sub-contract to the Employer, redacted as necessary to remove commercially sensitive pricing information only."

* 1. Delete the existing text of sub-clause 3.6.2.5 and replace with the following:

"where applicable, for the execution and delivery by the sub-contractor, in each case within 10 Business Days of receipt of a written request by the Contractor, of such collateral warranties as comply with this Contract;"

1. **CLAUSE 3.8**

Insert at the end of clause 3.8.1: "on the grounds of health and safety".

1. **CLAUSE 3.10**

Delete clause 3.10 and replace with "Not used".

1. **CLAUSE 3.11**

Delete sub-clause 3.11.3 and replace with: "Number not used."

1. **CLAUSE 3.14**

Insert the following at the end of clause 3.14, before the full stop: “or unless the inspection or test was expressly envisaged by the Contract Documents or was reasonably necessary following the discovery of a defect to check for similar non-compliances”.

1. **CLAUSE 3.16**

In clause 3.16.1, before "removal from" insert "rectification of or".

1. **CLAUSE 3.18**
   1. In sub-clause 3.18.4, delete "immediately" and replace with "promptly"
   2. Add new clause 3.18.5:

"where the Contractor is not the Principal Designer but is the Principal Contractor and the Principal Designer's appointment concludes before practical completion of the Works, the Contractor shall review, update and revise the health and safety file in accordance with regulations 12(8) to (10) of the CDM Regulations. Where the Contractor is not the Principal Designer, the Contractor shall further provide (at its own cost) all necessary assistance to and co-operate fully with the Principal Designer in the performance of its duties."

* 1. Add new clause 3.18.6:

“the Contractor warrants to the Employer that he has the necessary skills, knowledge and experience to undertake all roles performed pursuant to the CDM Regulations under or in connection with this Contract and that it has sufficient resources and will allocate those resources to the fulfilment of such duties.”

* 1. Add new clause 3.18.7:

“the Contractor hereby warrants that in relation to the preparation of the design of the CDP Works it shall carry out and fulfil, and shall ensure that all sub-contractors responsible for design shall carry out and fulfil, the duties of a designer under the CDM Regulations. The Contractor shall further ensure that all of his consultants, sub-contractors and suppliers shall liaise and co-operate with the Principal Designer.”

1. **CLAUSE 3.19**

Insert new clause 3.19:

"**Project meetings**

The Contractor shall attend project meetings convened by the Architect/Contract Administrator upon reasonable notice and at reasonable intervals and representatives of the Employer and the Employer's professional consultants and any other persons authorised by the Employer (including, without limitation, any representatives of Purchasers, Tenants and/or Funders) or the Architect/Contract Administrator shall be permitted to attend such meetings."

1. **CLAUSE 4.3**

Delete clause 4.3.2 and replace with "Not used".

1. **CLAUSE 4.4**

Delete clause 4.4 and replace with "Not used".

1. **CLAUSE 4.5**
   1. Delete the existing text of clause 4.5.1 and replace with: “The Contract Sum is exclusive of VAT. In relation to each payment under this Contract, the payer shall in addition pay the amount of any VAT properly chargeable in respect of it.”
   2. Insert the following as new clause 4.5.3:

“The Employer confirms that it will receive the Works as an ‘end user’ for the purposes of the Value Added Tax Act (Section 55A) (Specified Services and Excepted Supplies) Order 2019 (the reverse charge for building and construction services), and so will not apply the reverse charge to the supply of the Works. The Contractor shall issue the Employer with VAT invoices, with any VAT charged at the appropriate rate. In the event that the Employer is no longer the end user for these purposes, it will inform the Contractor as soon as reasonably practicable and shall, where legally required to do so, apply the reverse charge in relation to the Works in accordance with the Value Added Tax Act 1994 and related secondary legislation. The Contractor shall not charge VAT on the Works to the extent that the Employer is obliged to apply the reverse charge in accordance with this clause 4.5.3.”

1. **CLAUSE 4.8**

In clause 4.8.1, delete “the date 7 days after”.

1. **CLAUSE 4.9**
   1. Insert at the end of sub-clause 4.9.1.2 “and provided that the Contractor has provided reasonable evidence that unencumbered title to the Site Materials shall pass to the Employer upon payment”.
   2. Delete the final paragraph of clause 4.9.1 (beginning with "those values shall be adjusted").
   3. In sub-clause 4.9.2, delete the two entries in the clause that refer to "Fluctuations".
   4. In sub-clause 4.9.3 delete: "4.4 (Fluctuations - Named Sub-Contractors)" and "or any amount under any applicable Fluctuations Provision other than by means of an adjustment under clause 4.9.1".

1. **CLAUSE 4.12**
   1. In clause 4.12.1, delete “14 days” and replace with “30 days”.
   2. In clause 4.12.5 (final paragraph), delete "5 days" and replace with "1 day".
2. **CLAUSE 4.13**

Delete clause 4.13.3 and replace with:

"The Employer's interest in the percentage of the total value not included in the amounts of the interim payments to be certified under clause 4.8.2 shall be:

.1 without fiduciary obligation to the Contractor or any third party;

.2 without obligation to set aside any amount representing that percentage in a separate bank account; and

.3 a full beneficial interest, including a full beneficial interest in any interest accruing on that percentage without obligation to account to the Contractor for any such interest."

1. **CLAUSE 4.14**
   1. In clause 4.14.1 after "7 days after the Contractor has given notice to the Employer, with a copy to the Architect/Contract Administrator, of his intention to suspend the performance of" insert: "any or all of".
   2. In clause 4.14.3, delete: "or on request" and, at the end of the sub-clause, add a new sentence:

"The Contractor shall, on request, submit such further details as are reasonably requested by or on behalf of the Employer."

1. **CLAUSE 4.15**

Delete "If" from the start of the clause and insert: "Subject to clause 4.15A, if"

1. **CLAUSE 4.15A**

Insert new clause 4.15A:

"**Disturbance of regular progress due to Contractor default**

The Contractor shall not be entitled to the addition of any amount to the Contract Sum or to any other payment in respect of any cost and/or loss and/or expense arising by reason of any error, omission, negligence or default of the Contractor or the Contractor's Persons."

1. **CLAUSE 4.16**

Delete the existing text of clause 4.16.4 and replace with the following:

"If the Contractor applies for the recovery of loss and/or expense in accordance with this clause 4.16, save where these Conditions provide that there shall be no addition to the Contract Sum or otherwise exclude the operation of this clause, the amount of the loss and/or expense incurred shall be ascertained and added to the Contract Sum."

1. **CLAUSE 4.17**
   1. In sub-clause 4.17.2.3 add to the end of the sub-clause, before the semi-colon:

“or unless the inspection or test was expressly envisaged by the Contract Documents or was reasonably necessary following the discovery of a defect to check for similar non-compliances”.

* 1. In sub-clause 4.17.2.4 add to the end of the sub-clause, before the semi-colon:

"(subject always to clauses 2.14 and 2.34)".

1. **CLAUSE 4.19**

Delete the existing text of clause 4.19 (and its heading) and replace with the following:

“Payment by the Employer to the Contractor of the amount of any direct loss and/or expense ascertained in accordance with clauses 4.15 and 4.16 (subject to any rights of set-off which the Employer may have) shall, save where expressly stated otherwise in this Contract, be full compensation for the Contractor in respect of the matters which are the subject of the Contractor’s application to the Employer under clauses 4.15 and 4.16. Save where expressly stated otherwise in this Contract, the Employer shall have no further liability in respect of such matters whether under this Contract or otherwise.”

1. **CLAUSE 5.1**

Change the full stop at the end of sub-clause 5.1.2.4 to a semicolon and add a new sub-clause 5.1.3:

".3 without prejudice to the rest of this clause 5.1, an instruction from the Employer supplementing or amending the Third Party Agreements."

1. **CLAUSE 5.5**

Add to the end of the final paragraph of clause 5.5, before the full stop:

"provided always that the substantial change in the conditions does not arise by reason of any error, omission, negligence or default of the Contractor or the Contractor's Persons"

1. **CLAUSE 6.1**

In clause 6.1, after "caused by the carrying out of the Works" insert:

"or of any other obligation pursuant to Section 2 or Section 3 of the Conditions".

1. **CLAUSE 6.2**

In clause 6.2, after "by reason of the carrying out of the Works" insert:

"or of any other obligation pursuant to Section 2 or Section 3 of the Conditions".

1. **CLAUSE 6.3A**

Add new clause 6.3A after clause 6.3:

"**Contractor to prevent nuisance**

The Contractor shall prevent any unlawful nuisance (including any unlawful noisy working operations) or other unlawful interference with the rights of any adjoining owner, tenant or occupier or any statutory undertaker, of which the Contractor is or ought reasonably be aware, arising out of the carrying out of the Works or of any other obligation pursuant to Section 2 or Section 3 of the Conditions. The Contractor shall assist the Employer in defending any action or proceedings in relation to any such nuisance or interference for which it has been responsible. The Contractor shall be responsible for and shall indemnify the Employer from and against any and all expenses, liabilities, losses, claims and proceedings resulting from any failure or default by the Contractor in performing its obligations under this clause 6.3A."

1. **CLAUSE 6.3B**

Add a new clause 6.3B after clause 6.3A:

"**Trespass and third party consents**

.1 Without prejudice to clauses 6.1, 6.2 and 6.3A, the Contractor shall ensure that there is no trespass by the Contractor or the Contractor's Persons (including the oversailing of tower crane jibs) on or over any adjoining or neighbouring property arising out of the carrying out of the Works or of any other obligation pursuant to Section 2 or Section 3 of the Conditions and shall take all reasonable safety and other measures to prevent damage or injury to any persons including the occupiers of adjoining or neighbouring property and members of the public.

.2 The Contractor shall obtain, without addition or adjustment of the Contract Sum, any third party consents, approvals, licences or permissions stated in the Contract Particulars.

.3 If requested by the Employer, the Contractor at its own cost shall provide reasonable assistance (including the provision of copies of drawings and specifications) to the Employer and its nominated representatives and consultants in obtaining any third party consents, approvals, licences or permissions which are not the Contractor's responsibility to obtain under clause 6.3B.2.

.4 The Contractor shall comply, and shall procure that all Contractor’s Persons comply, in all respects with any third party consents, approvals, licences or permissions referenced in this clause 6.3B, as the same may be varied from time to time."

1. **CLAUSE 6.4**

Insert at the end of clause 6.4.1.1, before the semi-colon: “and shall have a minimum indemnity limit of £10,000,000 for any one claim”.

1. **CLAUSE 6.9**
   1. Delete clause 6.9.3 and replace with "Not used".
2. **CLAUSE 6.13**
   1. Insert a new sub-clause 6.13.7:

“If any loss or damage affecting any executed work, Site Materials, the Existing Structures or their contents is caused or contributed to by the Contractor or the Contractor’s Persons, then the Employer shall be entitled to recover from the Contractor any resulting deductible payable under the relevant insurance policy (whether by deducting such amount from sums due to the Contractor or by claiming the same as a debt).”

1. **CLAUSE 6.14**

In the opening paragraph of clause 6.14, delete “either Party” and replace with “the Employer”. Delete “the other” and replace with “the Contractor”.

1. **CLAUSE 6.17**
   1. Add, at the end of the first sentence of sub-clause 6.17.1.2, before the full stop:

"provided always that, if the Remedial Measures were specified by reason of any error, omission, negligence or default of the Contractor or the Contractor's Persons, then the Contractor shall not be entitled to any addition to the Contract Sum or any other payment in connection with those instructions and shall not be entitled to any extension of time".

* 1. In the final sentence of sub-clause 6.17.1.2, after "Save to the extent that they relate to the Contractor's Designed Portion" add:

"and provided that the Remedial Measures were not specified by reason of any error, omission, negligence or default of the Contractor or the Contractor's Persons,".

1. **CLAUSE 6.19**

Delete clause 6.19 and replace with:

"**Obligation to insure**

The Contractor shall maintain professional indemnity insurance with a minimum limit of indemnity and on the basis and for the duration as set out in the Contract Particulars, provided that (subject to clause 6.20) such insurance is available at commercially reasonable rates. The Contractor shall maintain that professional indemnity insurance:

.1 with reputable insurers lawfully carrying on insurance business in the UK;

.2 on customary and usual terms and conditions prevailing for the time being in the insurance market; and

.3 on terms that do not require the Contractor to discharge any liability before being entitled to recover from the insurers and that would not adversely affect the rights of any person to recover from the insurers under the Third Parties (Rights Against Insurers) Act 2010."

1. **CLAUSE 6.20**

Insert at the end of clause 6.20:

"Any increased or additional premium required by insurers for the insurance referred to in clause 6.19 because of the Contractor's claims record or other acts, omissions, matters or things particular to the Contractor shall be deemed to be within commercially reasonable rates."

1. **CLAUSE 6.21**

Add new clause 6.21:

"**Evidence of professional indemnity insurance etc.**

.1 Whenever the Employer reasonably requests, the Contractor shall send the Employer evidence that the insurance required to be maintained under clause 6.19 is in force.

.2 The Contractor shall notify the Employer in writing from time to time of any change in its professional indemnity insurance arrangements.

.3 The obligation under this Contract to take out and maintain professional indemnity insurance shall continue notwithstanding termination of the Contract, or determination of the Contractor’s employment hereunder, in either case for any reason whatsoever, including (without limitation) breach by the Employer."

1. **CLAUSE 6.22**

Add new clause 6.22:

"**Key Sub-contractors' insurance**

The Contractor shall procure that the Key Sub-contractors shall maintain professional indemnity insurance in accordance with the required form of sub-contractor's deed of collateral warranty and Part 2 of Schedule E to the Schedule of Amendments. Within 10 Business Days of the date of this Contract (or, if later, within 10 Business Days of the appointment of a Key Sub-contractor), the Contractor shall procure and shall send to the Employer evidence that the Key Sub-contractors' insurance referred to in this clause is in force."

1. **CLAUSE 6.23**

Add a new clause 6.23:

"**Professional Consultants' insurance**

The Contractor shall procure that the Professional Consultants shall maintain professional indemnity insurance in accordance with the required form of professional consultant's deed of collateral warranty and Part 2 of Schedule D to the Schedule of Amendments. Within 10 Business Days of the date of this Contract (or, if later, within 10 Business Days of the appointment of a Professional Consultant), the Contractor shall procure and shall send to the Employer evidence that the Professional Consultant's insurance referred to in this clause is in force."

1. **CLAUSE 6.24**

Add a new clause 6.24:

"The Contractor shall not do or permit or suffer to be done any act or thing which may vitiate or prejudice the recovery of any sum under any policy or policies of insurance effected by either Party.”

1. **CLAUSE 7.1**

Delete the whole of clause 7.1 and its heading and replace with:

"**General right to assign**

.1 The Employer may on two occasions without the consent of the Contractor assign or otherwise transfer the benefit of this Contract to any person. In this Contract the term "Employer" shall be construed accordingly.

.2 The Employer shall notify the Contractor of any assignment within 10 Business Days.

.3 The Contractor shall not contend that any person to whom the benefit of this Contract is assigned under this clause 7.1 may not recover any sum under this Contract because that person is an assignee and not a named party to this Contract.

.4 The Contractor shall not assign or charge the benefit of this Contract or any right arising under it without the Employer's prior consent, which the Employer may withhold at its absolute discretion (save that the Employer’s consent shall not be required where and to the extent that the assignment is automatically permitted by virtue of the Business Contract Terms (Assignment of Receivables) Regulations 2018)."

1. **CLAUSE 7.2**

Insert the following at the end of clause 7.2:

"If the Contractor does not procure execution and delivery of the parent company guarantee and/or performance bond (as applicable) within 10 Business Days of the date of this Contract, then, notwithstanding any other term of this Contract, the Employer shall be entitled to withhold all sums due to the Contractor until such time as the required security is executed and delivered."

1. **CLAUSES 7.3 TO 7.8 (INCLUSIVE)**
   1. Delete existing clauses 7.3 to 7.8 (inclusive) and their headings.
   2. Replace clause 7.3 with:

"**Contractor's collateral warranty**

.1 Within 10 Business Days of a request from the Employer, the Contractor shall execute and deliver a deed or deeds of collateral warranty in favour of any [Funder, any Purchaser and any Tenant] identified in the Employer’s request, in the form of the Contractor's deed of collateral warranty contained in Schedule G to the Schedule of Amendments, with such amendments as the relevant beneficiary may reasonably require.

**[Note – Please delete the third party beneficiaries (Funder, Tenant or Purchasers) who will not require a collateral warranty from the Contractor. If in doubt, leave all in the document as the obligation to provide the warranty only arises upon request from the Employer.]**

.2 If the Contractor does not procure execution and delivery of any such warranty within the time period required under this clause then, notwithstanding any other term of this Contract, the Employer shall be entitled to withhold all sums due to the Contractor until such time as the required warranty is executed and delivered."

* 1. Replace clause 7.4 with:

"**Professional Consultants - collateral warranties**

.1 The Contractor shall ensure, within 10 Business Days of a request from the Employer (or, if later, within 10 Business Days of the appointment of a Professional Consultant), that the Professional Consultant identified in the request has executed and delivered a deed of collateral warranty in favour of the Employer and/or in favour of any [Funder, any Purchaser and any Tenant] identified in the Employer's request, in the relevant form set out in Part 3 of Schedule D to the Schedule of Amendments,with such amendments as the relevant beneficiary may reasonably require.

.2 If the Contractor fails to procure any executed deed of collateral warranty from any Professional Consultant within the time period required under clause 7.4.1, the Employer in its absolute discretion may withhold payment for the elements of the work undertaken by that Professional Consultant and claimed by the Contractor in its application for payment until such time as the required warranty is executed and delivered."

* 1. Replace clause 7.5 with:

**"Sub-contractor collateral warranties**

.1 Within 10 Business Days of a request from the Employer (or, if later, within 10 Business Days of the appointment of a Key Sub-contractor), the Contractor shall ensure that the Key Sub-contractor identified in the request has executed and delivered a deed of collateral warranty in favour of the Employer and/or in favour of any [Funder, any Purchaser and any Tenant] identified in the request, in the relevant form set out in Part 3of Schedule E to the Schedule of Amendmentswith such amendments as the relevant beneficiary may reasonably require.

.2 If the Contractor fails to procure any executed deed of collateral warranty from any Key Sub-contractor within the time period required under clause 7.5.1, the Employer in its absolute discretion may withhold payment for the elements of the work undertaken by that Key Sub-contractor and claimed by the Contractor in its application for payment."

* 1. Replace clause 7.6 with:

**"Contractor's duty not to terminate or vary appointments or sub-contracts**

The Contractor shall not terminate or vary the appointment of any Professional Consultant or Key Sub-Contractor without the Employer's prior consent, which shall not be unreasonably withheld or delayed."

1. **CLAUSE 8.1**
   1. Insert anew clause 8.1.5 as follows:

“.5 a company also becomes Insolvent when it becomes subject to a moratorium under Part A1 of the Insolvency Act 1986 or when it becomes subject to a restructuring plan under Part 26A Companies Act 2006”.

* 1. In the final paragraph of the clause, delete the reference to “8.1.4” and replace with “8.1.5”.

1. **CLAUSE 8.4**
   1. In sub-clause 8.4.1.3 after "requiring him to remove" insert: "or rectify". Delete "and by such refusal or neglect the Works are materially affected".
   2. Insert new sub-clause 8.4.1.6:

".6 fails to maintain or provide adequate evidence of any insurance cover required to be procured by the Contractor under this Contract"

* 1. Insert new sub-clause 8.4.4:

"The Employer may immediately terminate the Contractor's employment under this Contract by giving written notice, if the Contractor is in material or persistent breach of its obligations under this Contract and fails to rectify such breach within 14 days of being notified of the same."

1. **CLAUSE 8.5**

In sub-clause 8.5.3.3 at the start of the sub-clause, after "the Employer may", insert: ", at the Contractor's expense,"

1. **CLAUSE 8.7**
   1. In sub-clause 8.7.2 after "the Contractor shall" and before the colon, insert: ", at the Contractor's expense"
   2. In sub-clause 8.7.4, after "as referred to in clause 2.30)", insert: "and at the Contractor's expense"
2. **CLAUSE 8.11**
   1. In the final paragraph of clause 8.11.1, delete "either Party, subject to clause 8.11.2," and replace with "the Employer". Delete "the other" and replace with "the Contractor".
   2. Delete clause 8.11.2 and replace with "Not used".
3. **CLAUSE 10**

Insert a new clause 10 as follows:

“**Data protection**

Italicised wording in this clause 10 shall have the meanings ascribed to it under the Data Protection Act 2018. It is not anticipated that the Contractor will act as a *data processor* of any *personal data* in respect of which the Employer is a *data controller*. To the extent that the Contractor is required by the Employer to act as a *data processor* at any stage, the parties shall, prior to the Contractor acting in this capacity, first agree the terms of a written agreement to set out the ambit of such role. Any *processing* of *personal data* prior to such written agreement being concluded is not authorised by the Employer.”

1. **JCT INTERMEDIATE BUILDING CONTRACT, 2016 EDITION, SCHEDULE 1: INSURANCE OPTIONS**

This agreement incorporates Schedule 1 to the JCT Conditions.

1. **JCT INTERMEDIATE BUILDING CONTRACT, 2016 EDITION, SCHEDULE 2: NAMED SUB-CONTRACTORS**

This agreement incorporates Schedule 2 to the JCT Conditions.

1. **JCT INTERMEDIATE BUILDING CONTRACT, 2016 EDITION, SCHEDULE 3: FORMS OF BONDS**

Delete Schedule 3 to the JCT Conditions and replace with: "Schedule 3 not used."

1. **JCT INTERMEDIATE BUILDING CONTRACT, 2016 EDITION SCHEDULE 4: FLUCTUATIONS OPTIONS**

Delete Schedule 4 to the JCT Conditions and replace with: "Schedule 4 not used."

1. **JCT INTERMEDIATE BUILDING CONTRACT, 2016 EDITION, SCHEDULE 5: SUPPLEMENTAL PROVISIONS**

This agreement incorporates Schedule 5 to the JCT Conditions.

1. **JCT INTERMEDIATE BUILDING CONTRACT, 2016 EDITION, SCHEDULE 6: DESIGN SUBMISSION PROCEDURE**
   1. This agreement incorporates Schedule 6 to the JCT Conditions.

1. **- Parent company guarantee**

**[Insert required form of parent company guarantee]**

1. **- Performance bond**

**[Insert required form of performance bond]**

1. **- Professional Consultants, PROFESSIONAL CONSULTANTS' INSURANCE and Professional Consultant's deed of collateral warranty**

1. **Professional Consultants**

The Professional Consultants identifiable at the date of this Contract are:

* [LIST BY NAME OR SPECIALISM]

1. **Professional Consultants' professional indemnity insurance**

Each Professional Consultant shall maintain professional indemnity insurance in the following amounts on an each and every claim basis:

* [NAME OR SPECIALISM] - £[SUM]

1. **Professional Consultant's collateral warranty**

**[Note: Attach agreed form(s) of design consultant collateral warranty.]**

1. **- Key Sub-contractors, Key Sub-contractors' insurance and Key Sub-contractor's deed of collateral warranty**

1. **Key Sub-contractors**

The Key Sub-contractors identifiable at the date of this Contract are:

* [LIST BY NAME OR SPECIALISM]

1. **Key Sub-contractors' professional indemnity insurance**

Each Key Sub-Contractor shall maintain professional indemnity insurance in the following amounts on an each and every claim basis:

* [NAME OR SPECIALISM] - £[SUM].

1. **Key Sub-contractor's deed of collateral warranty**

**[Note: Attach form(s) of Sub-Contractor collateral warranty]**

1. **- Third party agreements**

**[Note: Attach any agreements between the Employer and third parties that may affect the carrying out of the Works (e.g. lease / licence arrangements, funding agreements etc.). If there are no such agreements, insert in this Schedule "Not applicable".]**

SCHEDULE G - **CONTRACTOR'S FORM OF WARRANTY**

**[Note: Attach form(s) of Contractor collateral warranty]**

**Annex A**

**Contract Drawings**

**Annex B**

**Bill of Quantities / Specification**

**Annex C**

**Priced Document**

**Annex D**

**Employer's Requirements**

**Annex E**

**Contractor's Proposals**

**Annex F**

**CDP Analysis**

**Annex G**

**Employer's Policies**

**[Note: If not relevant, mark this Annex 'Not applicable.']**