



2019

(1) **THE BOARD OF TRUSTEES OF NATIONAL MUSEUMS AND GALLERIES ON
MERSEYSIDE**

and

(2) **[CONTRACTOR]**

**CONTRACT FOR FIT OUT WORKS FOR THE SEA GALLERIES EXHIBITION FOR THE
MERSEYSIDE MARITIME MUSEUM**

THIS AGREEMENT is dated

and made between:

- (1) **The Board of Trustees of National Museums and Galleries on Merseyside** of World Museum, William Brown Street, Liverpool, L3 8EN including its successors in title and assigns as permitted under the Conditions ("the **Employer**"); and
- (2) **[contractor]** (company number **[]**) whose registered office is **[]** ("the **Contractor**").

AGREEMENT:

The following documents shall together form the contract between the Employer and the Contractor:

- 1. this Agreement including the Recitals, Articles and Contract Particulars;
- 2. the Joint Contracts Tribunal Intermediate Building Contract 2016 as amended by the Schedule of Amendments and Additional Conditions set out in **Schedule 1** ("the **Conditions**"); and
- 3. the other Schedules to this Agreement.

IN WITNESS whereof the parties have executed this Agreement as a deed and is intended to be and is delivered on the date first above written

THE COMMON SEAL of)
THE BOARD OF TRUSTEES OF)
NATIONAL MUSEUMS AND)
GALLERIES ON MERSEYSIDE OF)
WORLD MUSEUM)
was affixed to this Deed authenticated)
by:)

Signature of Trustee

Print name of Trustee

EXECUTED as a deed)
for and on behalf of)
[CONTRACTOR]) Director
by a Director)
and by a Director/Secretary)
Director / Secretary

SCHEDULE 1

THE BOARD OF TRUSTEES OF NATIONAL MUSEUMS AND GALLERIES ON MERSEYSIDE

(EMPLOYER)

FIT OUT WORKS AT SEA GALLERIES EXHIBITION, MERSEYSIDE MARITIME MUSEUM

JCT INTERMEDIATE BUILDING CONTRACT 2016

SPECIAL CONDITIONS

Part 1

Amendments

The Articles, Contract Particulars, Conditions and Schedules are amended as follows and shall be construed accordingly:

Articles

Arbitration

8 Delete.

Incorporation of Special Conditions

10 Add as Article 10:

'The Articles, Contract Particulars, Conditions and Schedules include and shall be subject to the Special Conditions annexed hereto.'

[Note: Article 10 to be endorsed on page [7] of the printed Intermediate form.]

Contract Particulars

7.2.1 Delete and substitute:

'See Special Conditions'.

7.2.2 Delete and substitute:

'See Special Conditions'.

7.3 Delete and substitute:

'See Special Conditions'.

Execution Provisions

The Articles are to be executed as a deed.

Conditions

Definitions

1.1 Delete the definitions of Consultants, Employer's Rights, Finance Agreement, Funder, Funder's Rights, P&T Rights, Purchaser, Rights Particulars and Tenant in the standard form.

1.1 Add the following definitions:

Change Control Process means the process (and the only process) by which the Employer will provide any authorisation for a Variation to the Works as set out at Appendix 5;

Group Company means any subsidiary company or holding company of an assignor, or another subsidiary or holding company of such company, as 'subsidiary' and 'holding company' are defined in s 1159 Companies Act 2006, as amended, but on the basis that the holding of not less than one quarter of voting rights shall be deemed to satisfy the condition in s 1159(1)(a);

Mortgagee means a person having or acquiring a mortgage or charge over the Site or the Works or any part of the same;

Purchaser means a person having or acquiring a freehold interest in the Site or the Works or any part of the same, or a purchaser for a capital consideration of a leasehold interest;

Site means the site of the Works;

Tenant means a person having or acquiring a leasehold interest in the Site or the Works or any part of the same, other than a Purchaser;

Contracts (Rights of Third Parties) Act 1999

1.6 Delete and Substitute:

'This Contract is not intended to confer any rights on any third party pursuant to the Contracts (Rights of Third Parties) Act 1999.'

Notices

1.7.3A Add as clause 1.7.3A:

'Any notice, certificate or other communication (notice) to be given under Section 4 (Payment) may, in addition to any other permitted method of service, be delivered by hand or sent electronically to the email address of the addressee, provided, if sent by email and not delivered by hand, a copy is sent on the same day to the addressee by pre-paid first class post. Any notice served in accordance with this clause 1.7.3A takes effect as being given and served:

(a) if delivered by hand or sent by email by 4.00pm on a Business Day, on that day; but otherwise,

(b) on the next Business Day.'

Effect of Final Certificate

1.9.1.1 Delete.

1.10 In line 1, delete 'Save as stated in clause 1.9 no'. Substitute 'No'.

1.11.2 Delete "and either Party's consent under" and replace with "or".

Materials, goods and workmanship

2.2.1 Delete the second sentence of clause 2.2.1. Substitute:

'Subject as prescribed in the Contract Documents or stated in the Contract Documents to be a matter for the opinion or satisfaction of the Contract Administrator, all materials and goods shall be new and appropriate for their use, and all materials, goods and workmanship shall be of a satisfactory quality.'

Prohibited materials

2.2A Add as clause 2.2A:

'Save as required under or pursuant to any other provision of this Contract the Contractor shall not use or permit to be used in the Works any materials:

- (a) which by their nature or application contravene any British Standard or EU equivalent;
- (b) which contravene the recommendations of the British Council for Offices' publication Good Practice in the Selection of Construction Materials (2011); or
- (c) which are considered to be deleterious within the building design professions.'

Work not forming part of the Contract

2.7 Add at the end of line 2 of clause 2.7:

'or wishes to permit to be carried out by any (or any prospective) tenant or purchaser of the Works or any part of the Works'.

Contractor's master programme

2.8A Add as clause 2.8A:

'The Contractor shall prepare and provide to the Contract Administrator a detailed master programme for the execution of the Works, and such programme shall:

- (a) show the Date of Possession and the Date for Completion;
- (b) show the dates for submission of all design information to be submitted by or on behalf of the Contractor to the Contract Administrator for approval;
- (c) be consistent with the Information Release Schedule; and
- (d) comply with any other applicable requirements of the Contract Documents,

and if and whenever there is any material delay to the execution of the Works, the Contractor shall provide to the Contract Administrator a revised programme for the carrying out of the Works.'

Materials and goods – on Site

2.17 In line 4 of clause 2.17, delete 'paid' and substitute 'discharged'.

Materials and goods – off Site

2.18 In line 2 of clause 2.18, delete 'paid' and substitute 'discharged'.

Relevant Events – instructions to open up work

2.20.2.3 Delete and substitute:

'for the opening up for inspection or testing of any work, materials or goods (including making good) under clause 3.14, unless the inspection or test shows that the work, materials or goods are not in accordance with this Contract; or under clause 3.15, if it is agreed by the Parties or determined by an Adjudicator appointed pursuant to clause 3.15.2 that an extension of time should be awarded in respect of such instruction given under clause 3.15;'

Relevant Events – Suspension by Contractor

2.20.5 In line 1, after 'under clause 4.14' insert 'or clause 8.10.3'.

Relevant Events – Force Majeure

20.20.13 Delete and substitute:

'any other occurrence or circumstances amounting to Force Majeure.'

Delay caused by Contractor's default

2.20A Add as clause 2.20A:

'Notwithstanding any other provision, the Contractor shall not become entitled to any extension of time for the completion of the Works or any part of the Works on account of any circumstance arising by reason of any error, omission, negligence or default of the Contractor or of any sub-contractor or supplier, or of any of his or their employees or agents.'

Practical completion

2.21A Add as 2.21A:

'For the purposes of the foregoing, **practical completion** means a state in which the Works are (or any Section is) complete in all respects and free from apparent defects, save for any minor items of incomplete work or minor defects the existence, completion or rectification of which would not prevent or interfere with the use and enjoyment (or the fitting out for use) of the Works (or Section); provided that where it is expressly stated in any provisions of the Contract Documents that the testing, commissioning, regulation or adjustment of any

mechanical or electrical services is to be completed, or that any other thing is to be done, before the practical completion of the Works or any Section, the Works or Section shall not be considered to be practically completed until the same is completed or done as the Contract Documents require.'

Liquidated damages for non-completion

2.23.2 Add at the end of clause 2.23.2:

'; and the Employer's notice under clause 2.23.2 may also suffice as the Employer's notification under clause 2.23.1.2 provided it is given before the date of the Final Certificate.'

2.24 In line 2, after 'pay or repay' insert 'or allow'.

Defects etc. – Relevant Part

2.27 Add at the end of clause 2.27:

'provided that the Contract Administrator shall not be required to issue such certificate any earlier than 14 days after the end of the Rectification Period applicable to such Relevant Part'.

Defects – rectification

2.30 In line 4 after 'Contractor' insert:

'within a reasonable time after notification by the Contract Administrator'.

Defects requiring urgent attention

2.30A Add as clause 2.30A:

'In cases of urgency the Contract Administrator may require any matter notified under clause 2.30 to be made good within such period of time specified by the Contract Administrator as the circumstances require.'

Defects etc. at Practical Completion

2.30B Add as clause 2.30B:

'The foregoing provisions of this clause 2.30 apply mutatis mutandis to any defects, shrinkages or other faults and to any items of incomplete work remaining at practical completion.'

Certificate of making good

2.31 Add to the end of clause 2.31:

'Provided that the Contract Administrator shall not be required to issue any certificate to that effect any earlier than 14 days after the end of the relevant Rectification Period.'

CDP Design Work – copyright

2.33.1 Delete line 1 and change 'the' in line 2 to 'The'.

2.33.4 Add as clause 2.33.4:

'The Contractor warrants that the use of the Contractor's Design Documents will not infringe the rights of any third person.'

Design liability

2.34 Delete and substitute:

'The Contractor warrants that there has been exercised and will be exercised in the design of the Contractor's Designed Portion and each and every part of the same all the skill and care reasonably to be expected of duly qualified and experienced designers undertaking the design of works similar in scope and character to the Contractor's Designed Portion or such part of the Contractor's Designed Portion.'

Person-in-Charge

3.2 Delete clause 3.2 and substitute:

'3.2.1 Before commencing the Works on Site, the Contractor shall appoint a Person-in-Charge whose identity is to be approved in advance of appointment by the Contract Administrator in writing (such approval not to be unreasonably withheld or delayed). The Person-in-Charge shall be employed to act as the full time representative of the Contractor on the Site throughout the construction period. The Contractor shall not (save in circumstances which render it unavoidable) remove the Person-in-Charge without the written consent of the Contract Administrator, which consent shall not be unreasonably withheld or delayed. Any vacancy in the office of Person-in-Charge shall be filled by a person to the approval of the Contract Administrator as aforesaid.

3.2.2 Any instructions given to the Person-in-Charge by the Contract Administrator shall be deemed to have been issued to the Contractor.'

Replacement of Contract Administrator etc.

3.4.1 Delete the second sentence of clause 3.4.1.

Conditions of sub-contracting

3.6.5.3 Delete from 'clause 2.18' until the end of the clause. Substitute: 'clause A2'.

Named Sub-Contractors

3.7 In lines 3 and 4 delete 'not later than 21 days' and replace with 'forthwith'.

Instructions on Provisional Sums

3.13 In line 1, delete 'The'. Substitute:

'If and as required by the Employer, the'.

Work not in accordance with the Contract

3.15.2 In the last two lines of clause 3.15.2, delete 'shall be referred to person appointed under the dispute resolution procedures of this Contract.' Substitute:

'may be referred to an Adjudicator appointed under clause 9.2 (**Adjudication**) whose decision shall be final and not subject to review by the court or any arbitrator save in respect of any irregularity or alleged irregularity in the appointment of the Adjudicator or in the conduct of the Adjudication.'

Instructions as to removal of work etc.

3.16.1 In lines 1 and 2, after 'removal from the site', insert 'or rectification'.

CDM Regulations

3.18.1 Add at the end of clause 3.18.1:

'The Contractor shall promptly on the written request of the Principal Designer provide, and shall ensure that any sub-contractor, through the Contractor, provides, to the Principal Designer (or, if the Contractor is not the Principal Contractor, to the Principal Contractor) such information Principal Designer reasonably requires for the preparation of the health and safety file.'

Payment for goods on Site – passing of property

4.9.1.2 Add before the semi-colon at the end:

'and provided the Contractor has supplied to the Contract Administrator reasonable evidence that property in such materials and goods will pass to the Employer after the value of such materials and goods included in an Interim Certificate has been discharged by the Employer, pursuant to clause 2.17'.

Contractor's Payment Applications and Payment Notices

4.11.1 In line 1, delete 'may' and insert 'shall'.

4.11.2.2 In line 2, after 'Payment notice to' insert 'the Employer, with a copy to'.

Interim payments – final date and amount

4.12.1 Delete '14 days'. Substitute 30 days'.

4.12.5 Delete the last sentence and substitute:

'Where a Pay Less Notice is given, the sum to be paid by the Employer on or before the final date for payment shall be the sum stated as due in the notice.'

Pay Less Notices and general provisions

4.13.3 Delete and substitute:

'The Employer shall be under no fiduciary obligation with regard to the percentage of the total value not included in the amounts of the interim payments to be certified under

clauses 4.8.2 (**Retention**); and any right of the Employer to deduct or to set off any amount (whether arising under any express term or under any rule of law or of equity) shall be exercisable against any monies due or to become due to the Contractor, whether or not such monies consist of or include any Retention.'

Loss and expense: Relevant Matters

4.17A Add as clause 4.17A:

'Notwithstanding any other provision, the Contractor shall not become entitled to the addition of any amount to the Contract Sum nor to any other financial adjustment under clause 4.15 in respect of any cost, loss or expense incurred by reason of any error, omission, negligence or default of the Contractor or of any sub-contractor or supplier or of any of his or their employees or agents.'

[Variations]

[5] [See footnote]¹

Contractor's liability – personal injury or death

6.1 In line 3, after 'Works', insert:

'or in the performance of the Contractor's obligations under clause 2.30 (Defects rectification).'

Contractor's liability – injury or damage to property

6.2 In line 4, after 'Works', insert:

'or in the performance of the Contractor's obligations under clause 2.30 (Defects rectification).'

Loss or damage to Existing Structures and their contents

6.3.1 Add at the end of clause 6.3.1:

'occurring while such insurance is required to be maintained'.

Joint Names Policy

6.8 In the definition of Joint Names Policy, after 'Contractor', insert:

'and any one or more third persons specified in writing by the Employer to the Contractor, being persons having or acquiring an interest in or mortgage or charge over the Site or the Works'.

¹ The Intermediate Building Contract contains no equivalent of clause 5.3 and Schedule 2 of the JCT Standard Building Contract, under which the Contractor can be required to provide a Variation Quotation in respect of any proposed variation to the Works. Equivalent provisions should be added to the Intermediate Contract in any case in which they might be required.

Government Policy of Non-Insurance

6.9A Add as clause 6.9A:

'In the event of any physical loss or damage being caused which would be covered by a policy of All Risks Insurance, the Contractor shall with due diligence restore the damaged work, replace or repair any lost or damaged Site Materials, remove and dispose of any debris and proceed with the carrying out and completion of the Works. The Employer shall pay the Contractor the reasonable and properly incurred costs of the restoration, replacement or repair of such loss or damage and the removal and disposal of debris and such amounts shall be paid to the Contractor under certificates of the Contract Administrator at the intervals stated in clause 4.7.'

Loss or damage to Existing Structures – right of termination

6.14 In line 2 delete 'either Party'. Substitute 'the Employer'.

In line 3 delete 'given to the other'

6.14.1 Delete 'the Party to whom it is given'. Substitute 'the Contractor'.

Assignment

7.1 Delete clause 7 and substitute:

'Assignment

7.1 The Employer's rights under this Contract may be assigned:

- (a) as security to any Mortgagee (and such rights may be re-assigned on redemption);
- (b) by absolute assignment to any Group Company;
- (c) by absolute assignment on two other occasions only.

7.2 The Contractor may not assign or charge the benefit of this Contract or any right arising under it without the written consent of the Employer.

Collateral Warranties

Delete clauses 7.3, 7.4, 7.5, 7.6, 7.7 and 7.8

Termination – default by Contractor

8.4.1.3 In line 2, after 'remove', insert 'or rectify'.

Termination – assignment by Contractor

8.4.1.4 Delete '7.1' and substitute '7.2'.

Termination – insolvency of Contractor

8.5.1 Delete. Substitute:

'If the Contractor is or becomes Insolvent, the Contractor shall so notify the Employer forthwith and either Party may at any time by notice to the other, terminate the Contractor's employment under this Contract.'

8.5.3 In line 1, delete 'the Employer'. Substitute:

'either Party'.

Termination – Contractor to vacate Site

8.6A Add as clause 8.6A:

'Upon the termination of the Contractor's employment under this Contract (and any purported termination by notice given by the Employer) the Contractor shall forthwith vacate the Site.'

Consequences of termination

8.7.4 Add at the end of clause 8.7.4:

'provided that if the Employer procures the completion of the outstanding Works for less than the Employer would have had to pay the Contractor to complete the outstanding Works, then for the purposes of this clause 8.7.4 the Employer shall be deemed to have paid the same amount to procure the completion of the outstanding Works under clause 8.7.1 as the Employer would have had to pay the Contractor to complete the outstanding Works under this Contract.'

Payments on account

8.8A Add as clause 8.8A:

'If the Contractor's employment is terminated under clause 8.4, 8.5 or 8.6 the following provisions shall apply:

- .1 At any time before service of the Employer's Statement under clause 8.7.4 or 8.8, the Employer may serve on the Contractor a particularised forecast of the amount of the debt for which the Contractor will become liable under clause 8.7.5 or 8.8.2, or if it is not practicable to forecast the full amount of such debt, the Employer may forecast an amount below which such debt could not fall in any foreseeable circumstances, and in either case the Employer may thereafter from time to time serve a revised forecast whenever it is practicable to make such revised forecast.
- .2 The Contractor may agree any forecast provided under clause 8.8A.1 or may propose any lesser forecast and in that case the amount agreed or proposed shall be payable by the Contractor to the Employer as an on-account payment in respect of the Contractor's liability under clauses 8.7.5 or 8.8.2.
- .3 Any Employer's forecast under clause 8.8A.1 if not agreed, may be referred for determination by an expert (Expert) under clauses 8.8A.4–8.8A.9.

- .4 The Expert, if not agreed between the Parties, may be appointed on the application of either Party by the nominating body specified for the purposes of clause 9.2.1 in Part 1 of the Contract Particulars, but the Expert shall act as an Expert and not as an arbitrator, nor as an adjudicator.
- .5 In respect of any Employer's forecast, the Expert may order the Contractor to make an on-account payment to the Employer of such amount (if any) as he sees fit and in respect of any Employer's revised forecast (or in respect of any application to him made by the Contractor) may order the payment of such further amount (or may order the repayment of all or any part of any previous on-account payment) as he sees fit.
- .6 The Parties shall provide to the Expert and to each other such information and documentation as is in their possession or command and as the Expert requires, to enable him to determine any matter referred to him for decision (other than any information or documentation that would enjoy privilege from disclosure in legal proceedings).
- .7 The Parties are jointly and severally liable to the Expert for his fees and expenses, provided that, as between the Parties, the Expert may make such order or orders as he sees fit as to liability for any costs in and of the expert determination.
- .8 In the absence of fraud, the Expert shall have no liability to either Party for any act or omission in connection with the discharge of his functions as Expert.

.9 The Parties shall be bound by and shall comply with any order or direction of the Expert until the discharge of the Contractor's liability to the Employer (or of the Employer's liability to the Contractor) under clause 8.7.5 or 8.8.2, provided that any orders of the Expert as to the costs in and of the expert determination shall be final. Any on-account payments or repayments made pursuant to this clause 8.8A shall be taken into account in the determination of the amount of any debt due by either Party to the other, pursuant to clause 8.7.5 or 8.8.2.'

Termination by Contractor – Default by Employer

8.9.1.1A Add as clause 8.9.1.1A:

'fails to comply with the decision of an adjudicator appointed under clause 9.2 requiring the Employer to pay any amount to the Contractor (except to the extent that the court has granted relief from enforcement of the adjudicator's decision, subject to the Employer's compliance with any condition attaching to such relief); or'.

Insolvency of Employer

8.10.1 In line 1, after 'notice to the Employer', insert:

'or the Employer may by notice to the Contractor'.

8.10.3 Add at the end of clause 8.10.3:

'and an extension of time for completion shall be given under clause 2.19 equal to the period of suspension'.

Termination by either Party and regulations 73(1)(a) and 73(1)(c) of the PC Regulations²

8.11.1.3 Delete everything after 'damage to the Works' until the end of the clause.

Adjudication

9.2 Add at the end of clause 9.2:

'Provided that:

.3 the Adjudicator shall have power to determine more than one dispute under this Contract at the same time, and if requested to do so by either Party shall determine any matter raised by such Party in the nature of set-off, abatement or counterclaim at the same time as he determines any other matter referred to him; and

.4 at the same time as he gives any decision, the Adjudicator shall give reasons for the decision in writing.'

Arbitration

9.3–9.8 Delete clauses 9.3–9.8 inclusive.

Schedule 2 – Named Sub-Contractors

2 Delete paragraph 2.

3 Delete paragraph 3.

4 Delete paragraph 4.

5 Delete paragraph 5.

9 Delete paragraph 9.

10 In clause 10.1 on line 3, delete “, 8.2 or 9” and replace with “or 8.2”.

In clause 10.2.1 on line 4 delete “, 8.2 or 9” and replace with “or 8.2”.

In clause 10.2.4 on line 2 delete “, 8.2 or 9” and replace with “or 8.2”.

11 In clause 11.2 on line 3 delete “or paragraph 5.3”.

Schedule 4 – Fluctuations

9.2.1 Delete.

² Consider whether it is necessary to reserve for the Employer and unqualified right of elective termination under clause 8.11, e.g. if the business case for developments is dependent upon some other specific transaction which is capable of becoming abortive.

Part 2
Additional Conditions

The following additional conditions shall have effect:

A1. Contractor's warranty

The Contractor shall whenever required to do so by the Employer promptly execute and deliver a deed or deeds of warranty in favour of any Mortgagee and/or Purchaser and/or Tenant in the terms of the draft Contractor's warranty contained in Appendix 1.³

A2. Sub-Contractors

A2.1 Forthwith upon entering into this Contract, the Contractor shall enter into a sub-contract with [Sub-Contractor] of [address] (company number [] (the "Named Sub-Contractor") using the JCT Intermediate Named Sub-Contract Tender & Agreement 2016 and incorporating the JCT Intermediate Named Sub-Contract Conditions 2016 as amended.

A2.2 Within 7 days after the appointment of the Named Sub-Contractor the Contractor shall supply a complete certified copy of the sub-contract to the Employer.

A2.3 The Contractor shall ensure that the Named Sub-Contractor, upon his appointment, executes and delivers a deed of warranty in favour of the Employer in the form of the draft contained in Appendix 2, mutatis mutandis, with such modifications (if any) as the Contractor or sub-contractor shall propose and the Employer shall approve.

A2.4 In the event that the Contractor appoints any sub-contractor(s) with a material design responsibility (each a "Specified Sub-Contractor"), each Specified Sub-Contractor shall be appointed by deed on terms to be approved by the Employer, and within 7 days after the appointment of a Specified Sub-Contractor the Contractor shall supply a complete certified copy of the sub-contract to the Employer.

A2.5 The Contractor shall ensure that each Specified Sub-Contractor, upon his appointment, executes and delivers a deed of warranty in favour of the Employer in the form of the draft contained in Appendix 4, with such modifications (if any) as the Contractor or sub-contractor may propose and the Employer may approve.

A2.6 Whenever the Employer from time to time requires, the Contractor shall ensure that the Named Sub-Contractor and/or any Specified Sub-Contractor executes and delivers a deed or deeds of warranty in favour of any Mortgagee and/or Purchaser and/or Tenant in the form of the draft contained in Appendix 2 or Appendix 4 as appropriate, with such modifications (if any) as the Contractor or sub-contractor may propose and the Employer may approve.

³ Clause A1 to be reviewed on a case-by-case basis. In the case of any residential scheme, exclude Purchasers/Tenants of individual units.

A3. Site conditions

- A3.1 The Employer gives no warranty or representation as to the condition of the Site or any adjoining property or any services in or under the site or as to the accuracy or sufficiency of any soils or survey data or other data contained in any document made available to the Contractor by the Employer, or as to any recommendations or conclusions made or reached in any such document.
- A3.2 Clause A3.1 shall not affect the application or interpretation of clause 2.12 of the Conditions (Contract Bills).

A4. Project meetings

From time to time on reasonable written notice the Contract Administrator may convene such periodic or ad hoc site meetings as are reasonably necessary for the conduct and management of any matters relating to the Works. Such meetings shall be attended by the Person-in-Charge and by such other representatives of the Contractor and/or its sub-contractors or suppliers as are appropriate in the circumstances, and may be attended by representatives of the Employer and/or any of the Employer's consultants.

A5. Operations on Site

- A5.1 The Contractor shall provide to the Contract Administrator if and as the Contract Administrator requests in writing, details of the Contractor's proposals for the means of access to the Site during the construction period, vehicle parking facilities on Site, loading and unloading areas for materials, site compounds, temporary warning and direction signs on adjacent highways and any other similar information as to the Contractor's working arrangements. If necessary the Contractor shall amend such details to obtain the approval of the local planning authority or other relevant public authority having jurisdiction with respect to the Works.
- A5.2 The Contractor shall be wholly responsible for the design, adequacy, stability and safety of all temporary works required in and about the construction of the Works, save insofar as it is provided in any Contract Document that the design of any temporary works is to be provided by any member of the Employer's design team, in which case the Contractor shall not be responsible for the production or the adequacy of such design.
- A5.3 In and about the execution of the Works the Contractor shall maintain and not cause any interference to any support enjoyed by any adjoining land or any structures, other than any structures which are to be demolished as part of the Works.
- A5.4 The Contractor shall:
- (a) keep all enclosures around the Site clear of graffiti, posters and other unauthorised attachments, so far as is practicable;
 - (b) implement measures for the regulation of traffic to and from the Site including wheel-washing procedures and street cleaning and comply with any requirements of the police or highway authorities with regard to local traffic arriving at and departing from the Site;

- (c) carry out the Works in such a manner as not to cause any trespass or actionable nuisance and as to cause as little noise, interference, inconvenience or disturbance to the public or to the owners and occupiers of adjoining property as is reasonably practicable;
- (d) obtain for itself any licences required to oversail any land outside the Site boundaries; and
- (e) make good or meet the cost of making good of all damage caused to roads, footpaths and property adjoining the Site and to any services, arising from the carrying out of the Works.

A6. As-built data and energy performance

- A6.1 At or before practical completion of the Works or any Section, the Contractor shall provide to the Employer an energy performance certificate and a recommendation report for the Works or Section, in conformity with regulation 29, Building Regulations 2010.
- A6.2 At or before practical completion of the Works or any Section, the Contractor shall without charge provide to the Contract Administrator such draft as-built or final issue drawings, specifications and other details (in 3 copies) and draft service manuals (in 3 copies) as are specified in the Contract Documents, containing sufficient information to enable the Works or such Section to be properly maintained and operated.
- A6.3 Within 4 weeks after practical completion of the whole of the Works, the Contractor shall without charge provide to the Contract Administrator 3 copies of all such as-built or final issue drawings, specifications and other details and service manuals as are specified in the Contract Documents.

A7. Confidentiality

- A7.1 Save with the Employer's prior written approval or as is reasonably necessary to enable the Contractor to perform its obligations under this Contract, the Contractor shall treat all information relating to this Contract and/or the Works as confidential.
- A7.2 The Contractor may not without the prior written approval of the Employer use or authorise the use of any photograph or drawing or other depiction of the Works or any part of the Works for publicity purposes or in any annual report or accounts or otherwise for any purpose other than in connection with the performance of the Contractor's obligations under this Contract.
- A7.3 The Contractor shall ensure that any sub-contract and any appointment of a consultant entered into by the Contractor for the purposes of the Works contains the provisions in clauses A7.1 and A7.2 (*mutatis mutandis*) and shall take all reasonable steps to ensure that such provisions are enforced.

A8. Approvals

- A8.1 No inspection, testing, approval or review and no omission to inspect, test, approve or review on the part of the Employer shall diminish any duty or liability hereunder of the Contractor.

A8.2 Whenever in these Special Conditions there is a reference to any approval by the Employer, such approval shall not be withheld or delayed without reasonable cause.

A9. Set-off

Nothing contained in this Contract (other than as to the giving of notices) shall oust or limit any right of the Employer under any statute or rule of law or of equity in the nature of set-off or abatement of price.

A10. Interpretation

In the case of any inconsistency between these Special Conditions and any other term of this Contract the Special Conditions shall prevail. In the case of any inconsistency between the Conditions and any other term of this Contract (except these Special Conditions) the Conditions shall prevail.

APPENDIX 1
Contractor's Warranty

APPENDIX 2

Sub-Contractors' Warranty

APPENDIX 3

Specified Sub-Contractor Warranty

APPENDIX 4

Change Control Process