



Department
for Environment
Food & Rural Affairs

London Procurement Partnership

Commercial advantage for the NHS by the NHS



Estates, Facilities & Professional Services

National Framework for Medium Value Construction Works

Framework Reference Number: LPP/2016/017

And

Defra – Engineering Delivery Framework

Reference Number: 24132

Document 6 – Terms and Conditions

May 2019

Execution of this Agreement is carried out in accordance with EU Directive 99/93 (Community framework for electronic signatures) and the Electronic Communications Act 2000. The Agreement is formed on the date on which both Parties communicate acceptance of its terms on the Employer's electronic contract management system ("**Bravo**").

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In this contract the core clauses are the ECC core clauses and the clauses set out in the ECC as main Option clauses; Option A. The latter are included in sequence and are printed in **bold type** in this contract.

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SCHEDULE OF OPTIONS

One of the following dispute resolution Options must be selected to complete the chosen main Option.

Option W1 Dispute resolution procedure (used unless the United Kingdom Housing Grants, Construction and Regeneration Act 1996 applies).

Option W2 Dispute resolution procedure (used in the United Kingdom when the Housing Grants, Construction and Regeneration Act 1996 applies).

The following secondary Options should then be considered. It is not necessary to use any of them. Any combination other than those stated may be used.

Option X1 Price adjustment for inflation

Option X2 Changes in the law

Option X3 Multiple currencies

Option X4 Parent company guarantee

Option X5 Sectional Completion

Option X6 Bonus for early Completion

Option X7 Delay damages

Option X12 Partnering

Option X13 Performance bond

Option X14 Advanced payment to the *Contractor*

Option X15 Limitation of the *Contractor's* liability for his design to reasonable skill and care

Option X16 Retention

Option X17 Low performance damages

Option X18 Limitation of liability

Option X20 Key Performance Indicators (not used with Option X12)

The following Options dealing with national legislation should be included if required.

Option Y(UK)1 Project Bank Account

Option Y(UK)2 The Housing Grants, Construction and Regeneration Act 1996

Option Y(UK)3 The Contracts (Rights of Third Parties) Act 1999

Option Z *Additional conditions of contract*



Engineering and Construction Contract

CORE CLAUSES

1 General

Actions	1	
	0	The <i>Employer</i> , the <i>Contractor</i> , the <i>Project Manager</i> and the <i>Supervisor</i> shall act as stated in this contract and in a spirit of mutual trust and co-operation.
	1	
	0	
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	1	
Identified and defined terms	1	
	1	In these conditions of contract, terms identified in the Contract Data are in italics and defined terms have capital initials.
	1	
	.	
	1	
	1	(1) The Accepted Programme is the programme identified in the Contract Data or is the latest programme accepted by the <i>Project Manager</i> . The latest programme accepted by the <i>Project Manager</i> supersedes previous Accepted Programmes.
	1	
	2	(2) Completion is when the <i>Contractor</i> has <ul style="list-style-type: none">done all the work which the Works Information states he is to do by the Completion Date andcorrected notified Defects which would have prevented the <i>Employer</i> from using the <i>works</i> and Others from doing their work. If the work which the <i>Contractor</i> is to do by the Completion Date is not stated in the Works Information, Completion is when the <i>Contractor</i> has done all the work necessary for the <i>Employer</i> to use the <i>works</i> and for Others to do their work.
	1	(3) The Completion Date is the <i>completion date</i> unless later changed in accordance with this contract.
	1	(4) The Contract Date is the date when this contract came into existence.
	1	(5) A Defect is <ul style="list-style-type: none">a part of the <i>works</i> which is not in accordance with the Works Information ora part of the <i>works</i> designed by the <i>Contractor</i> which is not in accordance with the applicable law or the <i>Contractor's</i> design which the <i>Project Manager</i> has accepted.
	1	(6) The Defects Certificate is either a list of Defects that the <i>Supervisor</i> has notified before the <i>defects date</i> which the <i>Contractor</i> has not corrected or, if there are no such Defects, a statement that there are none.
	1	(7) Equipment is items provided by the <i>Contractor</i> and used by him to Provide the Works and which the Works Information does not require him to include in the <i>works</i> .
	1	(8) The Fee is the sum of the amounts calculated by applying the <i>subcontracted fee percentage</i> to the Defined Cost of subcontracted work and the <i>direct fee percentage</i> to the Defined Cost of other work.
	1	(9) A Key Date is the date by which work is to meet the Condition stated. The Key Date is the <i>key date</i> stated in the Contract Data and the Condition is the <i>condition</i> stated in the Contract Data unless later changed in accordance with this contract.

(10) Others are people or organisations who are not the *Employer*, the *Project Manager*, the *Supervisor*, the *Adjudicator*, the *Contractor* or any employee, Subcontractor or supplier of the *Contractor*.

(11) The Parties are the *Employer* and the *Contractor*.

(12) Plant and Materials are items intended to be included in the *works*.

(13) To Provide the Works means to do the work necessary to complete the *works* in accordance with this contract and all incidental work, services and actions which this contract requires.

(14) The Risk Register is a register of the risks which are listed in the Contract Data and the risks which the *Project Manager* or the *Contractor* has notified as an early warning matter. It includes a description of the risk and a description of the actions which are to be taken to avoid or reduce the risk.

(15) The Site is the area within the *boundaries of the site* and the volumes above and below it which are affected by work included in this contract.

(16) Site Information is information which

- describes the Site and its surroundings and
- is in the documents which the Contract Data states it is in.

(17) A Subcontractor is a person or organisation who has a contract with the *Contractor* to

- construct or install part of the *works*,
- provide a service necessary to Provide the Works or
- supply Plant and Materials which the person or organisation has wholly or partly designed specifically for the *works*.

(18) The Working Areas are those parts of the *working areas* which are

- necessary for Providing the Works and
- used only for work in this contract

unless later changed in accordance with this contract.

(19) Works Information is information which either

- specifies and describes the *works* or
- states any constraints on how the *Contractor* Provides the Works

and is either

- in the documents which the Contract Data states it is in or
- in an instruction given in accordance with this contract.

(20) The Activity Schedule is the *activity schedule* unless later changed in accordance with this contract.

(22) Defined Cost is the cost of the components in the Shorter Schedule of Cost Components whether work is subcontracted or not excluding the cost of preparing quotations for compensation events.

(27) The Price for Work Done to Date is the total of the Prices for

- each group of completed activities and
- each completed activity which is not in a group.

A completed activity is one which is without Defects which would either delay or be covered by immediately following work.

(30) The Prices are the lump sum prices for each of the activities on the Activity Schedule unless later changed in accordance with this contract.

Interpretation and the law 1

- 2 In this contract, except where the context shows otherwise, words in the singular also
1 mean in the plural and the other way round and words in the masculine also mean in the
2 feminine and neuter.

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1

1 This contract is governed by the *law of the contract*.

2

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2

1 No change to this contract, unless provided for by the *conditions of contract*, has effect
2 unless it has been agreed, confirmed in writing and signed by the Parties.

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3

1 This contract is the entire agreement between the Parties.

2

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4

Communications

1

3 Each instruction, certificate, submission, proposal, record, acceptance, notification,
1 reply and other communication which this contract requires is communicated in a form
3 which can be read, copied and recorded. Writing is in the *language of this contract*.

.

1

1 A communication has effect when it is received at the last address notified by the
3 recipient for receiving communications or, if none is notified, at the address of the
. recipient stated in the Contract Data.

2

1 If this contract requires the *Project Manager*, the *Supervisor* or the *Contractor* to reply to
3 a communication, unless otherwise stated in this contract, he replies within the *period*
. *for reply*.

3

1 The *Project Manager* replies to a communication submitted or resubmitted to him by
3 the *Contractor* for acceptance. If his reply is not acceptance, the *Project Manager* states
. his reasons and the *Contractor* resubmits the communication within the *period for reply*
4 taking account of these reasons. A reason for withholding acceptance is that more
information is needed in order to assess the *Contractor's* submission fully.

1

3 The *Project Manager* may extend the *period for reply* to a communication if the *Project*
3 *Manager* and the *Contractor* agree to the extension before the reply is due. The *Project*
. *Manager* notifies the *Contractor* of the extension which has been agreed.

5

1 The *Project Manager* issues his certificates to the *Employer* and the *Contractor*. The
3 *Supervisor* issues his certificates to the *Project Manager* and the *Contractor*.

.

6

1 A notification which this contract requires is communicated separately from other
3 communications.

.

7

1 The *Project Manager* may withhold acceptance of a submission by the *Contractor*.
3 Withholding acceptance for a reason stated in this contract is not a compensation
. event.

8

**The Project Manager and
the Supervisor**

1

4 The *Project Manager's* or the *Supervisor's* acceptance of a communication from the
1 *Contractor* or of his work does not change the *Contractor's* responsibility to Provide the
4 Works or his liability for his design.

		.
		1
		1 The <i>Project Manager</i> and the <i>Supervisor</i> , after notifying the <i>Contractor</i> , may delegate
		4 any of their actions and may cancel any delegation. A reference to an action of the
		. <i>Project Manager</i> or the <i>Supervisor</i> in this contract includes an action by his delegate.
		2
		1 The <i>Project Manager</i> may give an instruction to the <i>Contractor</i> which changes the Works
		4 Information or a Key Date.
		.
		3
		1 The <i>Employer</i> may replace the <i>Project Manager</i> or the <i>Supervisor</i> after he has notified
		4 the <i>Contractor</i> of the name of the replacement.
		.
		4
Adding to the Working	1	
Areas	5	The <i>Contractor</i> may submit a proposal for adding an area to the Working Areas to the
	1	<i>Project Manager</i> for acceptance. A reason for not accepting is that the proposed area is
	5	either not necessary for Providing the Works or used for work not in this contract.
		.
		1
		1
Early warning	1	
	6	The <i>Contractor</i> and the <i>Project Manager</i> give an early warning by notifying the other as
	1	soon as either becomes aware of any matter which could
	6	<ul style="list-style-type: none"> • increase the total of the Prices,
		.
	1	<ul style="list-style-type: none"> • delay Completion, • delay meeting a Key Date or • impair the performance of the <i>works</i> in use.
		The <i>Contractor</i> may give an early warning by notifying the <i>Project Manager</i> of any other
		matter which could increase his total cost. The <i>Project Manager</i> enters early warning
		matters in the Risk Register. Early warning of a matter for which a compensation event
		has previously been notified is not required.
	1	Either the <i>Project Manager</i> or the <i>Contractor</i> may instruct the other to attend a risk
	6	reduction meeting. Each may instruct other people to attend if the other agrees.
		.
		2
	1	At a risk reduction meeting, those who attend co-operate in
	6	<ul style="list-style-type: none"> • making and considering proposals for how the effect of the registered risks can be
		avoided or reduced,
	3	<ul style="list-style-type: none"> • seeking solutions that will bring advantage to all those who will be affected, • deciding on the actions which will be taken and who, in accordance with this
		contract, will take them and
		<ul style="list-style-type: none"> • deciding which risks have now been avoided or have passed and can be removed
		from the Risk Register.
	1	The <i>Project Manager</i> revises the Risk Register to record the decisions made at each risk
	6	reduction meeting and issues the revised Risk Register to the <i>Contractor</i> . If a decision
		needs a change to the Works Information, the <i>Project Manager</i> instructs the change at
	4	the same time as he issues the revised Risk Register.
		.
		4
Ambiguities and	1	
inconsistencies	7	The <i>Project Manager</i> or the <i>Contractor</i> notifies the other as soon as either becomes
	1	aware of an ambiguity or inconsistency in or between the documents which are part of
	7	

. this contract. The *Project Manager* gives an instruction resolving the ambiguity or
1 inconsistency.

**Illegal and impossible
requirements**

1
8 The *Contractor* notifies the *Project Manager* as soon as he considers that the Works
1 Information requires him to do anything which is illegal or impossible. If the *Project*
8 *Manager* agrees, he gives an instruction to change the Works Information
. appropriately.
1

Prevention

1
9 If an event occurs which
1
9
. • stops the *Contractor* completing the *works* or
1 • stops the *Contractor* completing the *works* by the date shown on the Accepted
1 Programme,
and which
• neither Party could prevent and
• an experienced contractor would have judged at the Contract Date to have such a
small chance of occurring that it would have been unreasonable for him to have
allowed for it,
the *Project Manager* gives an instruction to the *Contractor* stating how he is to deal with
the event.

2 The *Contractor's* main responsibilities

Providing the Works	2	
	0	The <i>Contractor</i> Provides the Works in accordance with the Works Information.
	2	
	0.	
	1	
The <i>Contractor's</i> design	2	
	1	The <i>Contractor</i> designs the parts of the <i>works</i> which the Works Information states he is to design.
	2	
	1.	
	1	
	2	The <i>Contractor</i> submits the particulars of his design as the Works Information requires to the <i>Project Manager</i> for acceptance. A reason for not accepting the <i>Contractor's</i> design is that it does not comply with either the Works Information or the applicable law.
	1.	
	2	The <i>Contractor</i> does not proceed with the relevant work until the <i>Project Manager</i> has accepted his design.
	2	
	1.	The <i>Contractor</i> may submit his design for acceptance in parts if the design of each part can be assessed fully.
	3	
Using the <i>Contractor's</i> design	2	
	2	The <i>Employer</i> may use and copy the <i>Contractor's</i> design for any purpose connected with construction, use, alteration or demolition of the <i>works</i> unless otherwise stated in the Works Information and for other purposes as stated in the Works Information.
	2.	
	2.	
	1	
Design of Equipment	2	
	3	
	2	The <i>Contractor</i> submits particulars of the design of an item of Equipment to the <i>Project Manager</i> for acceptance if the <i>Project Manager</i> instructs him to. A reason for not accepting is that the design of the item will not allow the <i>Contractor</i> to Provide the Works in accordance with
	3.	
	3.	
	1	<ul style="list-style-type: none">• the Works Information,• the <i>Contractor's</i> design which the <i>Project Manager</i> has accepted or• the applicable law.
People	2	
	4	
	2	The <i>Contractor</i> either employs each key person named to do the job stated in the Contract Data or employs a replacement person who has been accepted by the <i>Project Manager</i> . The <i>Contractor</i> submits the name, relevant qualifications and experience of a proposed replacement person to the <i>Project Manager</i> for acceptance. A reason for not accepting the person is that his relevant qualifications and experience are not as good as those of the person who is to be replaced.
	4.	
	1	
	2	The <i>Project Manager</i> may, having stated his reasons, instruct the <i>Contractor</i> to remove an employee. The <i>Contractor</i> then arranges that, after one day, the employee has no further connection with the work included in this contract.
	4.	
	2	
Working with the <i>Employer</i> and Others	2	
	5	
	2	The <i>Contractor</i> co-operates with Others in obtaining and providing information which they need in connection with the <i>works</i> . He co-operates with Others and shares the Working Areas with them as stated in the Works Information.
	5.	
	1	

2 The *Employer* and the *Contractor* provide services and other things as stated in the
5. Works Information. Any cost incurred by the *Employer* as a result of the *Contractor* not
2 providing the services and other things which he is to provide is assessed by the
Project Manager and paid by the *Contractor*.

2 If the *Project Manager* decides that the work does not meet the Condition stated for a
5. Key Date by the date stated and, as a result, the *Employer* incurs additional cost either
3

- in carrying out work or
- by paying an additional amount to Others in carrying out work

on the same project, the additional cost which the *Employer* has paid or will incur is
paid by the *Contractor*. The *Project Manager* assesses the additional cost within four
weeks of the date when the Condition for the Key Date is met. The *Employer's* right to
recover the additional cost is his only right in these circumstances.

Subcontracting 2

6 If the *Contractor* subcontracts work, he is responsible for Providing the Works as if he
2 had not subcontracted. This contract applies as if a Subcontractor's employees and
6. equipment were the *Contractor's*.

1
2 The *Contractor* submits the name of each proposed Subcontractor to the *Project*
6. *Manager* for acceptance. A reason for not accepting the Subcontractor is that his
2 appointment will not allow the *Contractor* to Provide the Works. The *Contractor* does
not appoint a proposed Subcontractor until the *Project Manager* has accepted him.

2 The *Contractor* submits the proposed conditions of contract for each subcontract to
6. the *Project Manager* for acceptance unless

- 3
 - an NEC contract is proposed or
 - the *Project Manager* has agreed that no submission is required.

The *Contractor* does not appoint a Subcontractor on the proposed subcontract
conditions submitted until the *Project Manager* has accepted them. A reason for not
accepting them is that

- they will not allow the *Contractor* to Provide the Works or
- they do not include a statement that the parties to the subcontract shall act in a
spirit of mutual trust and co-operation.

Other responsibilities 2

7 The *Contractor* obtains approval of his design from Others where necessary.
2
7.
1

2 The *Contractor* provides access to work being done and to Plant and Materials being
7. stored for this contract for

- 2
 - the *Project Manager*,
 - the *Supervisor* and
 - Others notified to him by the *Project Manager*.

2 The *Contractor* obeys an instruction which is in accordance with this contract and is
7. given to him by the *Project Manager* or the *Supervisor*.

3
2 The *Contractor* acts in accordance with the health and safety requirements stated in
7. the Works Information.

4

3 Time

Starting, Completion and Key Dates	30	
	30.	The <i>Contractor</i> does not start work on the Site until the first <i>access date</i> and does the work so that Completion is on or before the Completion Date.
	1	
	30.	The <i>Project Manager</i> decides the date of Completion. The <i>Project Manager</i> certifies Completion within one week of Completion.
	2	
	30.	The <i>Contractor</i> does the work so that the Condition stated for each Key Date is met by the Key Date.
	3	
The programme	31	
	31.	If a programme is not identified in the Contract Data, the <i>Contractor</i> submits a first programme to the <i>Project Manager</i> for acceptance within the period stated in the Contract Data.
	1	
	31.	The <i>Contractor</i> shows on each programme which he submits for acceptance
	2	
		<ul style="list-style-type: none">• the <i>starting date, access dates, Key Dates</i> and Completion Date,• planned Completion,• the order and timing of the operations which the <i>Contractor</i> plans to do in order to Provide the Works,• the order and timing of the work of the <i>Employer</i> and Others as last agreed with them by the <i>Contractor</i> or, if not so agreed, as stated in the Works Information,• the dates when the <i>Contractor</i> plans to meet each Condition stated for the Key Dates and to complete other work needed to allow the <i>Employer</i> and Others to do their work,• provisions for<ul style="list-style-type: none">• float,• time risk allowances,• health and safety requirements and• the procedures set out in this contract,• the dates when, in order to Provide the Works in accordance with his programme, the <i>Contractor</i> will need<ul style="list-style-type: none">• access to a part of the Site if later than its <i>access date</i>,• acceptances,• Plant and Materials and other things to be provided by the <i>Employer</i> and• information from Others,• for each operation, a statement of how the <i>Contractor</i> plans to do the work identifying the principal Equipment and other resources which he plans to use and• other information which the Works Information requires the <i>Contractor</i> to show on a programme submitted for acceptance.
	31.	Within two weeks of the <i>Contractor</i> submitting a programme to him for acceptance, the <i>Project Manager</i> either accepts the programme or notifies the <i>Contractor</i> of his reasons for not accepting it. A reason for not accepting a programme is that
	3	
		<ul style="list-style-type: none">• the <i>Contractor's</i> plans which it shows are not practicable,• it does not show the information which this contract requires,• it does not represent the <i>Contractor's</i> plans realistically or• it does not comply with the Works Information.

The programme	31 31. 4	The <i>Contractor</i> provides information which shows how each activity on the Activity Schedule relates to the operations on each programme which he submits for acceptance.
Revising the programme	32 32. 1	<p>The <i>Contractor</i> shows on each revised programme</p> <ul style="list-style-type: none"> • the actual progress achieved on each operation and its effect upon the timing of the remaining work, • the effects of implemented compensation events, • how the <i>Contractor</i> plans to deal with any delays and to correct notified Defects and <p>any other changes which the <i>Contractor</i> proposes to make to the Accepted Programme.</p>
	32. 2	<p>The <i>Contractor</i> submits a revised programme to the <i>Project Manager</i> for acceptance</p> <ul style="list-style-type: none"> • within the <i>period for reply</i> after the <i>Project Manager</i> has instructed him to, • when the <i>Contractor</i> chooses to and, in any case, • at no longer interval than the interval stated in the Contract Data from the <i>starting date</i> until Completion of the whole of the <i>works</i>.
Access to and use of the Site	33 33. 1	The <i>Employer</i> allows access to and use of each part of the Site to the <i>Contractor</i> which is necessary for the work included in this contract. Access and use is allowed on or before the later of its <i>access date</i> and the date for access shown on the Accepted Programme.
Instructions to stop or not to start work	34 34. 1	The <i>Project Manager</i> may instruct the <i>Contractor</i> to stop or not to start any work and may later instruct him that he may re-start or start it.
Take over	35 35. 1	The <i>Employer</i> need not take over the <i>works</i> before the Completion Date if it is stated in the Contract Data that he is not willing to do so. Otherwise the <i>Employer</i> takes over the <i>works</i> not later than two weeks after Completion.
	35. 2	<p>The <i>Employer</i> may use any part of the <i>works</i> before Completion has been certified. If he does so, he takes over the part of the <i>works</i> when he begins to use it except if the use is</p> <ul style="list-style-type: none"> • for a reason stated in the Works Information or to suit the <i>Contractor's</i> method of working.
	35. 3	The <i>Project Manager</i> certifies the date upon which the <i>Employer</i> takes over any part of the <i>works</i> and its extent within one week of the date.
Acceleration	36 36. 1	The <i>Project Manager</i> may instruct the <i>Contractor</i> to submit a quotation for an acceleration to achieve Completion before the Completion Date. The <i>Project Manager</i> states changes to the Key Dates to be included in the quotation. A quotation for an acceleration comprises proposed changes to the Prices and a revised programme showing the earlier Completion Date and the changed Key Dates. The <i>Contractor</i> submits details of his assessment with each quotation.
	36. 2	The <i>Contractor</i> submits a quotation or gives his reasons for not doing so within the <i>period for reply</i> .
	36. 3	When the <i>Project Manager</i> accepts a quotation for an acceleration, he changes the Prices, the Completion Date and the Key Dates accordingly and accepts the revised programme

4 Testing and Defects

Tests and inspections	40	
	40.	This clause only applies to tests and inspections required by the Works Information or the applicable law.
	1	
	40.	The <i>Contractor</i> and the <i>Employer</i> provide materials, facilities and samples for tests and inspections as stated in the Works Information.
	2	
	40.	The <i>Contractor</i> and the <i>Supervisor</i> each notifies the other of each of his tests and inspections before it starts and afterwards notifies the other of its results. The <i>Contractor</i> notifies the <i>Supervisor</i> in time for a test or inspection to be arranged and done before doing work which would obstruct the test or inspection. The <i>Supervisor</i> may watch any test done by the <i>Contractor</i> .
	3	
	40.	If a test or inspection shows that any work has a Defect, the <i>Contractor</i> corrects the Defect and the test or inspection is repeated.
	4	
	40.	The <i>Supervisor</i> does his tests and inspections without causing unnecessary delay to the work or to a payment which is conditional upon a test or inspection being successful. A payment which is conditional upon a <i>Supervisor's</i> test or inspection being successful becomes due at the later of the <i>defects date</i> and the end of the last <i>defect correction period</i> if
	5	
		<ul style="list-style-type: none">• the <i>Supervisor</i> has not done the test or inspection and• the delay to the test or inspection is not the <i>Contractor's</i> fault.
	40.	The <i>Project Manager</i> assesses the cost incurred by the <i>Employer</i> in repeating a test or inspection after a Defect is found. The <i>Contractor</i> pays the amount assessed.
	6	
Testing and inspection before delivery	41	
	41.	The <i>Contractor</i> does not bring to the Working Areas those Plant and Materials which the Works Information states are to be tested or inspected before delivery until the <i>Supervisor</i> has notified the <i>Contractor</i> that they have passed the test or inspection.
	1	
Searching for and notifying Defects	42	
	42.	Until the <i>defects date</i> , the <i>Supervisor</i> may instruct the <i>Contractor</i> to search for a Defect. He gives his reason for the search with his instruction. Searching may include
	1	
		<ul style="list-style-type: none">• uncovering, dismantling, re-covering and re-erecting work,• providing facilities, materials and samples for tests and inspections done by the <i>Supervisor</i> and• doing tests and inspections which the Works Information does not require.
	42.	Until the <i>defects date</i> , the <i>Supervisor</i> notifies the <i>Contractor</i> of each Defect as soon as he finds it and the <i>Contractor</i> notifies the <i>Supervisor</i> of each Defect as soon as he finds it.
	2	
	2	
Correcting Defects	43	
	43.	The <i>Contractor</i> corrects a Defect whether or not the <i>Supervisor</i> notifies him of it.
	1	
	43.	The <i>Contractor</i> corrects a notified Defect before the end of the <i>defect correction period</i> . The <i>defect correction period</i> begins at Completion for Defects notified before Completion and when the Defect is notified for other Defects.
	2	
	43.	The <i>Supervisor</i> issues the Defects Certificate at the later of the <i>defects date</i> and the end of the last <i>defect correction period</i> . The <i>Employer's</i> rights in respect of a Defect which the <i>Supervisor</i> has not found or notified are not affected by the issue of the Defects Certificate.
	3	
	3	

43. The *Project Manager* arranges for the *Employer* to allow the *Contractor* access to and use of a part of the *works* which he has taken over if they are needed for correcting a Defect. In this case the *defect correction period* begins when the necessary access and use have been provided.
- Accepting Defects** 44
44. The *Contractor* and the *Project Manager* may each propose to the other that the Works Information should be changed so that a Defect does not have to be corrected
- 1
44. If the *Contractor* and the *Project Manager* are prepared to consider the change, the *Contractor* submits a quotation for reduced Prices or an earlier Completion Date or both to the *Project Manager* for acceptance. If the *Project Manager* accepts the quotation, he gives an instruction to change the Works Information, the Prices and the Completion Date accordingly.
- 2
- Uncorrected Defects** 45
45. If the *Contractor* is given access in order to correct a notified Defect but he has not corrected it within its *defect correction period*, the *Project Manager* assesses the cost to the *Employer* of having the Defect corrected by other people and the *Contractor* pays this amount. The Works Information is treated as having been changed to accept the Defect.
- 1
45. If the *Contractor* is not given access in order to correct a notified Defect before the *defects date*, the *Project Manager* assesses the cost to the *Contractor* of correcting the Defect and the *Contractor* pays this amount. The Works Information is treated as having been changed to accept the Defect.
- 2

5 Payment

Assessing the amount due 50

50. The *Project Manager* assesses the amount due at each assessment date. The first assessment date is decided by the *Project Manager* to suit the procedures of the Parties and is not later than the *assessment interval* after the *starting date*. Later assessment dates occur
- at the end of each *assessment interval* until four weeks after the *Supervisor* issues the Defects Certificate and
 - at Completion of the whole of the *works*.
50. The amount due is
- the Price for Work Done to Date,
 - plus other amounts to be paid to the *Contractor*,
 - less amounts to be paid by or retained from the *Contractor*.
- Any tax which the law requires the *Employer* to pay to the *Contractor* is included in the amount due.
50. If no programme is identified in the Contract Data, one quarter of the Price for Work Done to Date is retained in assessments of the amount due until the *Contractor* has submitted a first programme to the *Project Manager* for acceptance showing the information which this contract requires.
50. In assessing the amount due, the *Project Manager* considers any application for payment the *Contractor* has submitted on or before the assessment date. The *Project Manager* gives the *Contractor* details of how the amount due has been assessed.
50. The *Project Manager* corrects any wrongly assessed amount due in a later payment certificate.

Payment 51

51. The *Project Manager* certifies a payment within one week of each assessment date. The first payment is the amount due. Other payments are the change in the amount due since the last payment certificate. A payment is made by the *Contractor* to the *Employer* if the change reduces the amount due. Other payments are made by the *Employer* to the *Contractor*. Payments are in the *currency of this contract* unless otherwise stated in this contract.
51. Each certified payment is made within three weeks of the assessment date or, if a different period is stated in the Contract Data, within the period stated. If a certified payment is late, or if a payment is late because the *Project Manager* does not issue a certificate which he should issue, interest is paid on the late payment. Interest is assessed from the date by which the late payment should have been made until the date when the late payment is made, and is included in the first assessment after the late payment is made.
51. If an amount due is corrected in a later certificate either
- by the *Project Manager* in relation to a mistake or a compensation event or
 - following a decision of the *Adjudicator* or the *tribunal*,
- interest on the correcting amount is paid. Interest is assessed from the date when the incorrect amount was certified until the date when the correcting amount is certified and is included in the assessment which includes the correcting amount.
51. Interest is calculated on a daily basis at the *interest rate* and is compounded annually.

Defined Cost 52

52. All the *Contractor's* costs which are not included in the Defined Cost are treated as included in the Fee. Defined Cost includes only amounts calculated using rates and percentages stated in the Contract Data and other amounts at open market or competitively tendered prices with deductions for all discounts, rebates and taxes which can be recovered.

The Activity Schedule 54

54. **Information in the Activity Schedule is not Works Information or Site Information.**

1

54. **If the *Contractor* changes a planned method of working at his discretion so that the activities on the Activity Schedule do not relate to the operations on the Accepted Programme, he submits a revision of the Activity Schedule to the *Project Manager* for acceptance.**

2

54. **A reason for not accepting a revision of the Activity Schedule is that**

3

- it does not comply with the Accepted Programme,
- any changed Prices are not reasonably distributed between the activities or
- the total of the Prices is changed.

6 Compensation events

Compensation events 60

60.

The following are compensation events.

¹

(1) The *Project Manager* gives an instruction changing the Works Information except

- a change made in order to accept a Defect or
- a change to the Works Information provided by the *Contractor* for his design which is made either at his request or to comply with other Works Information provided by the *Employer*.

(2) The *Employer* does not allow access to and use of a part of the Site by the later of its *access date* and the date shown on the Accepted Programme.

(3) The *Employer* does not provide something which he is to provide by the date for providing it shown on the Accepted Programme.

(4) The *Project Manager* gives an instruction to stop or not to start any work or to change a Key Date.

(5) The *Employer* or Others

- do not work within the times shown on the Accepted Programme,
- do not work within the conditions stated in the Works Information or
- carry out work on the Site that is not stated in the Works Information.

(6) The *Project Manager* or the *Supervisor* does not reply to a communication from the *Contractor* within the period required by this contract.

(7) The *Project Manager* gives an instruction for dealing with an object of value or of historical or other interest found within the Site.

(8) The *Project Manager* or the *Supervisor* changes a decision which he has previously communicated to the *Contractor*.

(9) The *Project Manager* withholds an acceptance (other than acceptance of a quotation for acceleration or for not correcting a Defect) for a reason not stated in this contract.

(10) The *Supervisor* instructs the *Contractor* to search for a Defect and no Defect is found unless the search is needed only because the *Contractor* gave insufficient notice of doing work obstructing a required test or inspection.

(11) A test or inspection done by the *Supervisor* causes unnecessary delay.

(12) The *Contractor* encounters physical conditions which

- are within the Site,
- are not weather conditions and
- an experienced contractor would have judged at the Contract Date to have such a small chance of occurring that it would have been unreasonable for him to have allowed for them.

Only the difference between the physical conditions encountered and those for which it would have been reasonable to have allowed is taken into account in assessing a compensation event.

(13) A *weather measurement* is recorded

- within a calendar month,
- before the Completion Date for the whole of the *works* and
- at the place stated in the Contract Data

the value of which, by comparison with the *weather data*, is shown to occur on average less frequently than once in ten years.

Only the difference between the *weather measurement* and the weather which the *weather data* show to occur on average less frequently than once in ten years is taken into account in assessing a compensation event.

(14) An event which is an *Employer's* risk stated in this contract.

(15) The *Project Manager* certifies take over of a part of the *works* before both Completion and the Completion Date.

(16) The *Employer* does not provide materials, facilities and samples for tests and inspections as stated in the Works Information.

(17) The *Project Manager* notifies a correction to an assumption which he has stated about a compensation event.

(18) A breach of contract by the *Employer* which is not one of the other compensation events in this contract.

(19) An event which

- stops the *Contractor* completing the *works* or
- stops the *Contractor* completing the *works* by the date shown on the Accepted Programme,

and which

- neither Party could prevent,
- an experienced contractor would have judged at the Contract Date to have such a small chance of occurring that it would have been unreasonable for him to have allowed for it and
- is not one of the other compensation events stated in this contract.

60. In judging the physical conditions for the purpose of assessing a compensation event, the *Contractor* is assumed to have taken into account

- the Site Information,
- publicly available information referred to in the Site Information,
- information obtainable from a visual inspection of the Site and
- other information which an experienced contractor could reasonably be expected to have or to obtain.

60. If there is an ambiguity or inconsistency within the Site Information (including the information referred to in it), the *Contractor* is assumed to have taken into account the physical conditions more favourable to doing the work.

Notifying compensation events

61

61. For compensation events which arise from the *Project Manager* or the *Supervisor* giving an instruction, issuing a certificate, changing an earlier decision or correcting an assumption, the *Project Manager* notifies the *Contractor* of the compensation event at the time of that communication. He also instructs the *Contractor* to submit quotations, unless the event arises from a fault of the *Contractor* or quotations have already been submitted. The *Contractor* puts the instruction or changed decision into effect.

61.

61. The *Project Manager* may instruct the *Contractor* to submit quotations for a proposed instruction or a proposed changed decision. The *Contractor* does not put a proposed instruction or a proposed changed decision into effect.

61.

61. The *Contractor* notifies the *Project Manager* of an event which has happened or which he expects to happen as a compensation event if

3

- the *Contractor* believes that the event is a compensation event and
- the *Project Manager* has not notified the event to the *Contractor*.

If the *Contractor* does not notify a compensation event within eight weeks of becoming aware of the event, he is not entitled to a change in the Prices, the Completion Date or a Key Date unless the event arises from the *Project Manager* or

the *Supervisor* giving an instruction, issuing a certificate, changing an earlier decision or correcting an assumption.

61. If the *Project Manager* decides that an event notified by the *Contractor*

- 4
- arises from a fault of the *Contractor*,
 - has not happened and is not expected to happen,
 - has no effect upon Defined Cost, Completion or meeting a Key Date or
 - is not one of the compensation events stated in this contract

he notifies the *Contractor* of his decision that the Prices, the Completion Date and the Key Dates are not to be changed. If the *Project Manager* decides otherwise, he notifies the *Contractor* accordingly and instructs him to submit quotations.

The *Project Manager* notifies his decision to the *Contractor* and, if his decision is that the Prices, the Completion Date or the Key Dates are to be changed, instructs him to submit quotations before the end of either

- one week after the *Contractor's* notification or
- a longer period to which the *Contractor* has agreed.

If the *Project Manager* does not notify his decision, the *Contractor* may notify the *Project Manager* of his failure. A failure by the *Project Manager* to reply within two weeks of this notification is treated as acceptance by the *Project Manager* that the event is a compensation event and an instruction to submit quotations.

61. If the *Project Manager* decides that the *Contractor* did not give an early warning of the event which an experienced contractor could have given, he notifies this decision to the *Contractor* when he instructs him to submit quotations.

61. If the *Project Manager* decides that the effects of a compensation event are too uncertain to be forecast reasonably, he states assumptions about the event in his instruction to the *Contractor* to submit quotations. Assessment of the event is based on these assumptions. If any of them is later found to have been wrong, the *Project Manager* notifies a correction.

61. A compensation event is not notified after the *defects date*.

7

Quotations for compensation events

62

62. After discussing with the *Contractor* different ways of dealing with the compensation event which are practicable, the *Project Manager* may instruct the *Contractor* to submit alternative quotations. The *Contractor* submits the required quotations to the *Project Manager* and may submit quotations for other methods of dealing with the compensation event which he considers practicable.

62. Quotations for compensation events comprise proposed changes to the Prices and any delay to the Completion Date and Key Dates assessed by the *Contractor*. The *Contractor* submits details of his assessment with each quotation. If the programme for remaining work is altered by the compensation event, the *Contractor* includes the alterations to the Accepted Programme in his quotation.

62. The *Contractor* submits quotations within three weeks of being instructed to do so by the *Project Manager*. The *Project Manager* replies within two weeks of the submission. His reply is

- an instruction to submit a revised quotation,
- an acceptance of a quotation,
- a notification that a proposed instruction will not be given or a proposed changed decision will not be made or
- a notification that he will be making his own assessment.

62. The *Project Manager* instructs the *Contractor* to submit a revised quotation only after explaining his reasons for doing so to the *Contractor*. The *Contractor* submits the revised quotation within three weeks of being instructed to do so.

4

62. The *Project Manager* extends the time allowed for
5

- the *Contractor* to submit quotations for a compensation event and
- the *Project Manager* to reply to a quotation

if the *Project Manager* and the *Contractor* agree to the extension before the submission or reply is due. The *Project Manager* notifies the extension that has been agreed to the *Contractor*.

62. If the *Project Manager* does not reply to a quotation within the time allowed, the
6 *Contractor* may notify the *Project Manager* of his failure. If the *Contractor* submitted more than one quotation for the compensation event, he states in his notification which quotation he proposes is to be accepted. If the *Project Manager* does not reply to the notification within two weeks, and unless the quotation is for a proposed instruction or a proposed changed decision, the *Contractor's* notification is treated as acceptance of the quotation by the *Project Manager*.

Assessing compensation events

63
63. The changes to the Prices are assessed as the effect of the compensation event upon
1

- the actual Defined Cost of the work already done,
- the forecast Defined Cost of the work not yet done and
- the resulting Fee.

If the compensation event arose from the *Project Manager* or the *Supervisor* giving an instruction, issuing a certificate, changing an earlier decision or correcting an assumption, the date which divides the work already done from the work not yet done is the date of that communication. In all other cases, the date is the date of the notification of the compensation event.

63. If the effect of a compensation event is to reduce the total Defined Cost, the Prices are
2 not reduced except as stated in this contract.

63. A delay to the Completion Date is assessed as the length of time that, due to the
3 compensation event, planned Completion is later than planned Completion as shown on the Accepted Programme. A delay to a Key Date is assessed as the length of time that, due to the compensation event, the planned date when the Condition stated for a Key Date will be met is later than the date shown on the Accepted Programme.

63. The rights of the *Employer* and the *Contractor* to changes to the Prices, the
4 Completion Date and the Key Dates are their only rights in respect of a compensation event.

63. If the *Project Manager* has notified the *Contractor* of his decision that the *Contractor*
5 did not give an early warning of a compensation event which an experienced contractor could have given, the event is assessed as if the *Contractor* had given early warning.

63. Assessment of the effect of a compensation event includes risk allowances for cost
6 and time for matters which have a significant chance of occurring and are at the *Contractor's* risk under this contract.

63. Assessments are based upon the assumptions that the *Contractor* reacts competently
7 and promptly to the compensation event, that any Defined Cost and time due to the event are reasonably incurred and that the Accepted Programme can be changed.

63. A compensation event which is an instruction to change the Works Information in
8 order to resolve an ambiguity or inconsistency is assessed as if the Prices, the Completion Date and the Key Dates were for the interpretation most favourable to the Party which did not provide the Works Information.

63. If a change to the Works Information makes the description of the Condition for a Key
9 Date incorrect, the *Project Manager* corrects the description. This correction is taken into account in assessing the compensation event for the change to the Works Information.

	63.	10	<p>If the effect of a compensation event is to reduce the total Defined Cost and the event is</p> <ul style="list-style-type: none"> • a change to the Works Information or • a correction of an assumption stated by the <i>Project Manager</i> for assessing an earlier compensation event, <p>the Prices are reduced.</p>
	63.	12	<p>Assessments for changed Prices for compensation events are in the form of changes to the Activity Schedule.</p>
	63.	14	<p>If the <i>Project Manager</i> and the <i>Contractor</i> agree, rates and lump sums may be used to assess a compensation event.</p>
The <i>Project Manager's</i> assessments	64.	1	<p>The <i>Project Manager</i> assesses a compensation event</p> <ul style="list-style-type: none"> • if the <i>Contractor</i> has not submitted a quotation and details of his assessment within the time allowed, • if the <i>Project Manager</i> decides that the <i>Contractor</i> has not assessed the compensation event correctly in a quotation and he does not instruct the <i>Contractor</i> to submit a revised quotation, • if, when the <i>Contractor</i> submits quotations for a compensation event, he has not submitted a programme or alterations to a programme which this contract requires him to submit or • if, when the <i>Contractor</i> submits quotations for a compensation event, the <i>Project Manager</i> has not accepted the <i>Contractor's</i> latest programme for one of the reasons stated in this contract.
	64.	2	<p>The <i>Project Manager</i> assesses a compensation event using his own assessment of the programme for the remaining work if</p> <ul style="list-style-type: none"> • there is no Accepted Programme or • the <i>Contractor</i> has not submitted a programme or alterations to a programme for acceptance as required by this contract.
	64.	3	<p>The <i>Project Manager</i> notifies the <i>Contractor</i> of his assessment of a compensation event and gives him details of it within the period allowed for the <i>Contractor's</i> submission of his quotation for the same event. This period starts when the need for the <i>Project Manager's</i> assessment becomes apparent.</p>
	64.	4	<p>If the <i>Project Manager</i> does not assess a compensation event within the time allowed, the <i>Contractor</i> may notify the <i>Project Manager</i> of his failure. If the <i>Contractor</i> submitted more than one quotation for the compensation event, he states in his notification which quotation he proposes is to be accepted. If the <i>Project Manager</i> does not reply within two weeks of this notification the notification is treated as acceptance of the <i>Contractor's</i> quotation by the <i>Project Manager</i>.</p>
		64.	
Implementing compensation events	65.	1	<p>A compensation event is implemented when</p> <ul style="list-style-type: none"> • the <i>Project Manager</i> notifies his acceptance of the <i>Contractor's</i> quotation, • the <i>Project Manager</i> notifies the <i>Contractor</i> of his own assessment or • a <i>Contractor's</i> quotation is treated as having been accepted by the <i>Project Manager</i>.
	65.	2	<p>The assessment of a compensation event is not revised if a forecast upon which it is based is shown by later recorded information to have been wrong.</p>
	65.	4	<p>The changes to the Prices, the Completion Date and the Key Dates are included in the notification implementing a compensation event.</p>

7 Title

The Employer's title to Plant and Materials	70	
	70.1	Whatever title the <i>Contractor</i> has to Plant and Materials which is outside the Working Areas passes to the <i>Employer</i> if the <i>Supervisor</i> has marked it as for this contract.
	70.2	Whatever title the <i>Contractor</i> has to Plant and Materials passes to the <i>Employer</i> if it has been brought within the Working Areas. The title to Plant and Materials passes back to the <i>Contractor</i> if it is removed from the Working Areas with the <i>Project Manager's</i> permission.
Marking Equipment, Plant and Materials outside the Working Areas	71	
	71.1	The <i>Supervisor</i> marks Equipment, Plant and Materials which are outside the Working Areas if <ul style="list-style-type: none">• this contract identifies them for payment and• the <i>Contractor</i> has prepared them for marking as the Works Information requires.
Removing Equipment	72	
	72.1	The <i>Contractor</i> removes Equipment from the Site when it is no longer needed unless the <i>Project Manager</i> allows it to be left in the works.
Objects and materials within the Site	73	
	73.1	The <i>Contractor</i> has no title to an object of value or of historical or other interest within the Site. The <i>Contractor</i> notifies the <i>Project Manager</i> when such an object is found and the <i>Project Manager</i> instructs the <i>Contractor</i> how to deal with it. The <i>Contractor</i> does not move the object without instructions.
	73.2	The <i>Contractor</i> has title to materials from excavation and demolition only as stated in the Works Information.

8 Risks and insurance

Employer's risks 80

80.1 The following are *Employer's* risks.

- Claims, proceedings, compensation and costs payable which are due to
- use or occupation of the Site by the *works* or for the purpose of the *works* which is the unavoidable result of the *works*,
- negligence, breach of statutory duty or interference with any legal right by the *Employer* or by any person employed by or contracted to him except the *Contractor* or
- a fault of the *Employer* or a fault in his design.
- Loss of or damage to Plant and Materials supplied to the *Contractor* by the *Employer*, or by Others on the *Employer's* behalf, until the *Contractor* has received and accepted them.
- Loss of or damage to the *works*, Plant and Materials due to
 - war, civil war, rebellion, revolution, insurrection, military or usurped power,
 - strikes, riots and civil commotion not confined to the *Contractor's* employees or
 - radioactive contamination.
- Loss of or wear or damage to the parts of the *works* taken over by the *Employer*, except loss, wear or damage occurring before the issue of the Defects Certificate which is due to
 - a Defect which existed at take over,
 - an event occurring before take over which was not itself an *Employer's* risk or
 - the activities of the *Contractor* on the Site after take over.
- Loss of or wear or damage to the *works* and any Equipment, Plant and Materials retained on the Site by the *Employer* after a termination, except loss, wear or damage due to the activities of the *Contractor* on the Site after the termination.
- Additional *Employer's* risks stated in the Contract Data.

The Contractor's risks 81

81.1 From the *starting date* until the Defects Certificate has been issued, the risks which are not carried by the *Employer* are carried by the *Contractor*.

Repairs 82

82.1 Until the Defects Certificate has been issued and unless otherwise instructed by the *Project Manager*, the *Contractor* promptly replaces loss of and repairs damage to the *works*, Plant and Materials.

Indemnity 83

83.1 Each Party indemnifies the other against claims, proceedings, compensation and costs due to an event which is at his risk.

83.2 The liability of each Party to indemnify the other is reduced if events at the other Party's risk contributed to the claims, proceedings, compensation and costs. The reduction is in proportion to the extent that events which were at the other Party's risk contributed, taking into account each Party's responsibilities under this contract.

Insurance cover 84

84.1 The *Contractor* provides the insurances stated in the Insurance Table except any

insurance which the *Employer* is to provide as stated in the Contract Data. The *Contractor* provides additional insurances as stated in the Contract Data.

84. The insurances are in the joint names of the Parties and provide cover for events which
2 are at the *Contractor's* risk from the *starting date* until the Defects Certificate or a termination certificate has been issued.

INSURANCE TABLE

Insurance against	Minimum amount of cover or minimum limit of indemnity
Loss of or damage to the <i>works</i> , Plant and Materials	The replacement cost, including the amount stated in the Contract Data for the replacement of any Plant and Materials provided by the <i>Employer</i>
Loss of or damage to Equipment	The replacement cost
Liability for loss of or damage to property (except the <i>works</i> , Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) caused by activity in connection with this contract	The amount stated in the Contract Data for any one event with cross liability so that the insurance applies to the Parties separately
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract	The greater of the amount required by the applicable law and the amount stated in the Contract Data for any one event

Insurance policies 85

- 85.1 Before the *starting date* and on each renewal of the insurance policy until the *defects date*, the *Contractor* submits to the *Project Manager* for acceptance certificates which state that the insurance required by this contract is in force. The certificates are signed by the *Contractor's* insurer or insurance broker. A reason for not accepting the certificates is that they do not comply with this contract.
- 85.2 Insurance policies include a waiver by the insurers of their subrogation rights against directors and other employees of every insured except where there is fraud.
- 85.3 The Parties comply with the terms and conditions of the insurance policies.
- 85.4 Any amount not recovered from an insurer is borne by the *Employer* for events which are at his risk and by the *Contractor* for events which are at his risk.

If the *Contractor* does not insure 86

- 86.1 The *Employer* may insure a risk which this contract requires the *Contractor* to insure if the *Contractor* does not submit a required certificate. The cost of this insurance to the *Employer* is paid by the *Contractor*.

Insurance by the *Employer* 87

- 87.1 The *Project Manager* submits policies and certificates for insurances provided by the *Employer* to the *Contractor* for acceptance before the *starting date* and afterwards as the *Contractor* instructs. The *Contractor* accepts the policies and certificates if they comply with this contract.
- 87.2 The *Contractor's* acceptance of an insurance policy or certificate provided by the *Employer* does not change the responsibility of the *Employer* to provide the insurances stated in the Contract Data.
- 87.3 The *Contractor* may insure a risk which this contract requires the *Employer* to insure if the *Employer* does not submit a required policy or certificate. The cost of this insurance to the *Contractor* is paid by the *Employer*.

9 Termination

Termination 90

- 90.1 If either Party wishes to terminate the *Contractor's* obligation to Provide the Works he notifies the *Project Manager* and the other Party giving details of his reason for terminating. The *Project Manager* issues a termination certificate to both Parties promptly if the reason complies with this contract.
- 90.2 The *Contractor* may terminate only for a reason identified in the Termination Table. The *Employer* may terminate for any reason. The procedures followed and the amounts due on termination are in accordance with the Termination Table.

TERMINATION TABLE

Terminating Party	Reason	Procedure	Amount due
The <i>Employer</i>	A reason other than R1–R21	P1 and P2	A1, A2 and A4
	R1–R15 or R18	P1, P2 and P3	A1 and A3
	R17 or R20	P1 and P3	A1 and A2
	R21	P1 and P4	A1 and A2
The <i>Contractor</i>	R1–R10, R16 or R19	P1 and P4	A1, A2 and A4
	R17 or R20	P1 and P4	A1 and A2

- 90.3 The procedures for termination are implemented immediately after the *Project Manager* has issued a termination certificate.
- 90.4 Within thirteen weeks of termination, the *Project Manager* certifies a final payment to or from the *Contractor* which is the *Project Manager's* assessment of the amount due on termination less the total of previous payments. Payment is made within three weeks of the *Project Manager's* certificate.
- 90.5 After a termination certificate has been issued, the *Contractor* does no further work necessary to Provide the Works.

Reasons for termination 91

- 91.1 Either Party may terminate if the other Party has done one of the following or its equivalent.
- If the other Party is an individual and has
 - presented his petition for bankruptcy (R1),
 - had a bankruptcy order made against him (R2),
 - had a receiver appointed over his assets (R3) or
 - made an arrangement with his creditors (R4).
 - If the other Party is a company or partnership and has
 - had a winding-up order made against it (R5),
 - had a provisional liquidator appointed to it (R6),
 - passed a resolution for winding-up (other than in order to amalgamate or reconstruct) (R7),
 - had an administration order made against it (R8),
 - had a receiver, receiver and manager, or administrative receiver appointed over the whole or a substantial part of its undertaking or assets (R9) or
 - made an arrangement with its creditors (R10).

- 91.2 The *Employer* may terminate if the *Project Manager* has notified that the *Contractor* has defaulted in one of the following ways and not put the default right within four weeks of the notification.
- Substantially failed to comply with his obligations (R11).
 - Not provided a bond or guarantee which this contract requires (R12).
 - Appointed a Subcontractor for substantial work before the *Project Manager* has accepted the Subcontractor (R13).
- 91.3 The *Employer* may terminate if the *Project Manager* has notified that the *Contractor* has defaulted in one of the following ways and not stopped defaulting within four weeks of the notification.
- Substantially hindered the *Employer* or Others (R14).
 - Substantially broken a health or safety regulation (R15).
- 91.4 The *Contractor* may terminate if the *Employer* has not paid an amount due under the contract within eleven weeks of the date that it should have been paid (R16).
- 91.5 Either Party may terminate if the Parties have been released under the law from further performance of the whole of this contract (R17).
- 91.6 If the *Project Manager* has instructed the *Contractor* to stop or not to start any substantial work or all work and an instruction allowing the work to re-start or start has not been given within thirteen weeks,
- the *Employer* may terminate if the instruction was due to a default by the *Contractor* (R18),
 - the *Contractor* may terminate if the instruction was due to a default by the *Employer* (R19) and
 - either Party may terminate if the instruction was due to any other reason (R20).
- 91.7 The *Employer* may terminate if an event occurs which
- stops the *Contractor* completing the *works* or
 - stops the *Contractor* completing the *works* by the date shown on the Accepted Programme and is forecast to delay Completion by more than 13 weeks,
- and which
- neither Party could prevent and
 - an experienced contractor would have judged at the Contract Date to have such a small chance of occurring that it would have been unreasonable for him to have allowed for it (R21).

Procedures on termination 92

- 92.1 On termination, the *Employer* may complete the *works* and may use any Plant and Materials to which he has title (P1).
- 92.2 The procedure on termination also includes one or more of the following as set out in the Termination Table.
- P2 The *Employer* may instruct the *Contractor* to leave the Site, remove any Equipment, Plant and Materials from the Site and assign the benefit of any subcontract or other contract related to performance of this contract to the *Employer*.
- P3 The *Employer* may use any Equipment to which the *Contractor* has title to complete the *works*. The *Contractor* promptly removes the Equipment from Site when the *Project Manager* notifies him that the *Employer* no longer requires it to complete the *works*.
- P4 The *Contractor* leaves the Working Areas and removes the Equipment.

Payment on termination 93

- 93.1 The amount due on termination includes (A1)
- an amount due assessed as for normal payments,

- the Defined Cost for Plant and Materials
 - within the Working Areas or
 - to which the *Employer* has title and of which the *Contractor* has to accept delivery,
- other Defined Cost reasonably incurred in expectation of completing the whole of the *works*,
- any amounts retained by the *Employer* and
- a deduction of any un-repaid balance of an advanced payment.

93.2 The amount due on termination also includes one or more of the following as set out in the Termination Table.

A2 The forecast Defined Cost of removing the Equipment.

A3 A deduction of the forecast of the additional cost to the *Employer* of completing the whole of the *works*.

A4 The *direct fee percentage* applied to any excess of the total of the Prices at the Contract Date over the Price for Work Done to Date.

93.3 The amount due on termination is assessed without taking grouping of activities into account.

DISPUTE RESOLUTION

Option W1

Dispute resolution procedure (used unless the United Kingdom Housing Grants, Construction and Regeneration Act 1996 applies).

- Dispute resolution** **W1**
- w1.1 A dispute arising under or in connection with this contract is referred to and decided by the *Adjudicator*.
- The Adjudicator** W1.2
- (1) The Parties appoint the *Adjudicator* under the NEC Adjudicator’s Contract current at the *starting date*.
- (2) The *Adjudicator* acts impartially and decides the dispute as an independent adjudicator and not as an arbitrator.
- (3) If the *Adjudicator* is not identified in the Contract Data or if the *Adjudicator* resigns or is unable to act, the Parties choose a new adjudicator jointly. If the Parties have not chosen an adjudicator, either Party may ask the *Adjudicator nominating body* to choose one. The *Adjudicator nominating body* chooses an adjudicator within four days of the request. The chosen adjudicator becomes the *Adjudicator*.
- (4) A replacement *Adjudicator* has the power to decide a dispute referred to his predecessor but not decided at the time when the predecessor resigned or became unable to act. He deals with an undecided dispute as if it had been referred to him on the date he was appointed.
- (5) The *Adjudicator*, his employees and agents are not liable to the Parties for any action or failure to take action in an adjudication unless the action or failure to take action was in bad faith.
- The adjudication** W1.3
- (1) Disputes are notified and referred to the *Adjudicator* in accordance with the Adjudication Table.

ADJUDICATION TABLE

Dispute about	Which Party may refer it to the <i>Adjudicator</i> ?	When may it be referred to the <i>Adjudicator</i> ?
An action of the <i>Project Manager</i> or the <i>Supervisor</i>	The <i>Contractor</i>	Between two and four weeks after the <i>Contractor</i> ’s notification of the dispute to the <i>Employer</i> and the <i>Project Manager</i> , the notification itself being made not more than four weeks after the <i>Contractor</i> becomes aware of the action
The <i>Project Manager</i> or <i>Supervisor</i> not having taken an action	The <i>Contractor</i>	Between two and four weeks after the <i>Contractor</i> ’s notification of the dispute to the <i>Employer</i> and the <i>Project Manager</i> , the notification itself being made not more than four weeks after the <i>Contractor</i> becomes aware that the action was not taken

A quotation for a compensation event which is treated as having been accepted	The <i>Employer</i>	Between two and four weeks after the <i>Project Manager's</i> notification of the dispute to the <i>Employer</i> and the <i>Contractor</i> , the notification itself being made not more than four weeks after the quotation was treated as accepted
Any other matter	Either Party	Between two and four weeks after notification of the dispute to the other Party and the <i>Project Manager</i>

(2) The times for notifying and referring a dispute may be extended by the *Project Manager* if the *Contractor* and the *Project Manager* agree to the extension before the notice or referral is due. The *Project Manager* notifies the extension that has been agreed to the *Contractor*. If a disputed matter is not notified and referred within the times set out in this contract, neither Party may subsequently refer it to the *Adjudicator* or the *tribunal*.

(3) The Party referring the dispute to the *Adjudicator* includes with his referral information to be considered by the *Adjudicator*. Any more information from a Party to be considered by the *Adjudicator* is provided within four weeks of the referral. This period may be extended if the *Adjudicator* and the Parties agree.

(4) If a matter disputed by the *Contractor* under or in connection with a subcontract is also a matter disputed under or in connection with this contract and if the subcontract allows, the *Contractor* may refer the subcontract dispute to the *Adjudicator* at the same time as the main contract referral. The *Adjudicator* then decides the disputes together and references to the Parties for the purposes of the dispute are interpreted as including the Subcontractor.

(5) The *Adjudicator* may

- review and revise any action or inaction of the *Project Manager* or *Supervisor* related to the dispute and alter a quotation which has been treated as having been accepted,
- take the initiative in ascertaining the facts and the law related to the dispute,
- instruct a Party to provide further information related to the dispute within a stated time and
- instruct a Party to take any other action which he considers necessary to reach his decision and to do so within a stated time.

(6) A communication between a Party and the *Adjudicator* is communicated to the other Party at the same time.

(7) If the *Adjudicator's* decision includes assessment of additional cost or delay caused to the *Contractor*, he makes his assessment in the same way as a compensation event is assessed.

(8) The *Adjudicator* decides the dispute and notifies the Parties and the *Project Manager* of his decision and his reasons within four weeks of the end of the period for receiving information. This four week period may be extended if the Parties agree.

(9) Unless and until the *Adjudicator* has notified the Parties of his decision, the Parties, the *Project Manager* and the *Supervisor* proceed as if the matter disputed was not disputed.

(10) The *Adjudicator's* decision is binding on the Parties unless and until revised by the *tribunal* and is enforceable as a matter of contractual obligation between the Parties and not as an arbitral award. The *Adjudicator's* decision is final and binding if neither Party has notified the other within the times required by this contract that he is dissatisfied with a decision of the *Adjudicator* and intends to refer the matter to the *tribunal*.

(11) The *Adjudicator* may, within two weeks of giving his decision to the Parties, correct any clerical mistake or ambiguity.

Review by the *tribunal* W1.4

(1) A Party does not refer any dispute under or in connection with this contract to the *tribunal* unless it has first been referred to the *Adjudicator* in accordance with this contract.

(2) If, after the *Adjudicator* notifies his decision a Party is dissatisfied, he may notify the other Party that he intends to refer it to the *tribunal*. A Party may not refer a dispute to the *tribunal* unless this notification is given within four weeks of notification of the *Adjudicator's* decision.

(3) If the *Adjudicator* does not notify his decision within the time provided by this contract, a Party may notify the other Party that he intends to refer the dispute to the *tribunal*. A Party may not refer a dispute to the *tribunal* unless this notification is given within four weeks of the date by which the *Adjudicator* should have notified his decision.

(4) The *tribunal* settles the dispute referred to it. The *tribunal* has the powers to reconsider any decision of the *Adjudicator* and review and revise any action or inaction of the *Project Manager* or the *Supervisor* related to the dispute. A Party is not limited in the *tribunal* proceedings to the information, evidence or arguments put to the *Adjudicator*.

(5) If the *tribunal* is arbitration, the *arbitration procedure*, the place where the arbitration is to be held and the method of choosing the arbitrator are those stated in the Contract Data.

(6) A Party does not call the *Adjudicator* as a witness in *tribunal* proceedings.

Option W2

Dispute resolution procedure (used in the United Kingdom when the Housing Grants, Construction and Regeneration Act 1996 applies).

Dispute resolution	W2	
	w2.1	<p>(1) A dispute arising under or in connection with this contract is referred to and decided by the <i>Adjudicator</i>. A Party may refer a dispute to the <i>Adjudicator</i> at any time.</p> <p>(2) In this Option, time periods stated in days exclude Christmas Day, Good Friday and bank holidays.</p>
The <i>Adjudicator</i>	W2.2	<p>(1) The Parties appoint the <i>Adjudicator</i> under the NEC Adjudicator's Contract current at the <i>starting date</i>.</p> <p>(2) The <i>Adjudicator</i> acts impartially and decides the dispute as an independent adjudicator and not as an arbitrator.</p> <p>(3) If the <i>Adjudicator</i> is not identified in the Contract Data or if the <i>Adjudicator</i> resigns or becomes unable to act</p> <ul style="list-style-type: none">• the Parties may choose an adjudicator jointly or• a Party may ask the <i>Adjudicator nominating body</i> to choose an adjudicator. <p>The <i>Adjudicator nominating body</i> chooses an adjudicator within four days of the request. The chosen adjudicator becomes the <i>Adjudicator</i>.</p> <p>(4) A replacement <i>Adjudicator</i> has the power to decide a dispute referred to his predecessor but not decided at the time when his predecessor resigned or became unable to act. He deals with an undecided dispute as if it had been referred to him on the date he was appointed.</p> <p>(5) The <i>Adjudicator</i>, his employees and agents are not liable to the Parties for any action or failure to take action in an adjudication unless the action or failure to take action was in bad faith.</p>
The adjudication	W2.3	<p>(1) Before a Party refers a dispute to the <i>Adjudicator</i>, he gives a notice of adjudication to the other Party with a brief description of the dispute and the decision which he wishes the <i>Adjudicator</i> to make. If the <i>Adjudicator</i> is named in the Contract Data, the Party sends a copy of the notice of adjudication to the <i>Adjudicator</i> when it is issued. Within three days of the receipt of the notice of adjudication, the <i>Adjudicator</i> notifies the Parties</p> <ul style="list-style-type: none">• that he is able to decide the dispute in accordance with the contract or• that he is unable to decide the dispute and has resigned. <p>If the <i>Adjudicator</i> does not so notify within three days of the issue of the notice of adjudication, either Party may act as if he has resigned.</p> <p>(2) Within seven days of a Party giving a notice of adjudication he</p> <ul style="list-style-type: none">• refers the dispute to the <i>Adjudicator</i>,• provides the <i>Adjudicator</i> with the information on which he relies, including any supporting documents and• provides a copy of the information and supporting documents he has provided to the <i>Adjudicator</i> to the other Party. <p>Any further information from a Party to be considered by the <i>Adjudicator</i> is provided within fourteen days of the referral. This period may be extended if the <i>Adjudicator</i> and the Parties agree.</p> <p>(3) If a matter disputed by the <i>Contractor</i> under or in connection with a subcontract is also a matter disputed under or in connection with this contract, the <i>Contractor</i> may, with the consent of the Subcontractor, refer the subcontract dispute to the</p>

Adjudicator at the same time as the main contract referral. The *Adjudicator* then decides the disputes together and references to the Parties for the purposes of the dispute are interpreted as including the Subcontractor.

(4) The *Adjudicator* may

- review and revise any action or inaction of the *Project Manager* or *Supervisor* related to the dispute and alter a quotation which has been treated as having been accepted,
- take the initiative in ascertaining the facts and the law related to the dispute,
- instruct a Party to provide further information related to the dispute within a stated time and
- instruct a Party to take any other action which he considers necessary to reach his decision and to do so within a stated time.

(5) If a Party does not comply with any instruction within the time stated by the *Adjudicator*, the *Adjudicator* may continue the adjudication and make his decision based upon the information and evidence he has received.

(6) A communication between a Party and the *Adjudicator* is communicated to the other Party at the same time.

(7) If the *Adjudicator's* decision includes assessment of additional cost or delay caused to the *Contractor*, he makes his assessment in the same way as a compensation event is assessed. If the *Adjudicator's* decision changes an amount notified as due, payment of the sum decided by the *Adjudicator* is due not later than seven days from the date the decision or the final date for payment of the notified amount, whichever is the later.

(8) The *Adjudicator* decides the dispute and notifies the Parties and the *Project Manager* of his decision and his reasons within twenty-eight days of the dispute being referred to him. This period may be extended by up to fourteen days with the consent of the referring Party or by any other period agreed by the Parties. The *Adjudicator* may in his decision allocate his fees and expenses between the Parties.

(9) Unless and until the *Adjudicator* has notified the Parties of his decision, the Parties, the *Project Manager* and the *Supervisor* proceed as if the matter disputed was not disputed.

(10) If the *Adjudicator* does not make his decision and notify it to the Parties within the time provided by this contract, the Parties and the *Adjudicator* may agree to extend the period for making his decision. If they do not agree to an extension, either Party may act as if the *Adjudicator* has resigned.

(11) The *Adjudicator's* decision is binding on the Parties unless and until revised by the *tribunal* and is enforceable as a matter of contractual obligation between the Parties and not as an arbitral award. The *Adjudicator's* decision is final and binding if neither Party has notified the other within the times required by this contract that he is dissatisfied with a matter decided by the *Adjudicator* and intends to refer the matter to the *tribunal*.

(12) The *Adjudicator* may, within five days of giving his decision to the Parties, correct the decision to remove a clerical or typographical error arising by accident or omission.

Review by the *tribunal* W2.4

(1) A Party does not refer any dispute under or in connection with this contract to the *tribunal* unless it has first been decided by the *Adjudicator* in accordance with this contract.

(2) If, after the *Adjudicator* notifies his decision a Party is dissatisfied, that Party may notify the other Party of the matter which he disputes and state that he intends to refer it to the *tribunal*. The dispute may not be referred to the *tribunal* unless this notification is given within four weeks of the notification of the *Adjudicator's* decision.

(3) The *tribunal* settles the dispute referred to it. The *tribunal* has the powers to reconsider any decision of the *Adjudicator* and to review and revise any action or inaction of the *Project Manager* or the *Supervisor* related to the dispute. A Party is not limited in *tribunal* proceedings to the information or evidence put to the *Adjudicator*.

(4) If the *tribunal* is arbitration, the *arbitration procedure*, the place where the arbitration is to be held and the method of choosing the arbitrator are those stated in the Contract Data.

(5) A Party does not call the *Adjudicator* as a witness in *tribunal* proceedings.

SECONDARY OPTION CLAUSES

Option X1: Price adjustment for inflation

Defined terms	X1	
	X1.1	<p>(a) The Base Date Index (B) is the latest available index before the <i>base date</i>.</p> <p>(b) The Latest Index (L) is the latest available index before the date of assessment of an amount due.</p> <p>(c) The Price Adjustment Factor is the total of the products of each of the proportions stated in the Contract Data multiplied by $(L - B)/B$ for the index linked to it.</p>
Price Adjustment Factor	X1.2	<p>If an index is changed after it has been used in calculating a Price Adjustment Factor, the calculation is repeated and a correction included in the next assessment of the amount due.</p> <p>The Price Adjustment Factor calculated at the Completion Date for the whole of the <i>works</i> is used for calculating price adjustment after this date.</p>
Compensation events	X1.3	<p>The Defined Cost for compensation events is assessed using the</p> <ul style="list-style-type: none">• Defined Cost current at the time of assessing the compensation event adjusted to <i>base date</i> by dividing by one plus the Price Adjustment Factor for the last assessment of the amount due and• Defined Cost at <i>base date</i> levels for amounts calculated from rates stated in the Contract Data for employees and Equipment.
Price adjustment	X1.4	<p>Each amount due includes an amount for price adjustment which is the sum of</p> <ul style="list-style-type: none">• the change in the Price for Work Done to Date since the last assessment of the amount due multiplied by the Price Adjustment Factor for the date of the current assessment,• the amount for price adjustment included in the previous amount due and• correcting amounts, not included elsewhere, which arise from changes to indices used for assessing previous amounts for price adjustment.

Option X2: Changes in the law

Changes in the law X2
X2.1

A change in the law of the country in which the Site is located is a compensation event if it occurs after the Contract Date. The *Project Manager* may notify the *Contractor* of a compensation event for a change in the law and instruct him to submit quotations. If the effect of a compensation event which is a change in the law is to reduce the total Defined Cost, the Prices are reduced.

Option X3: Multiple currencies

Multiple currencies X3
X3.1

The *Contractor* is paid in currencies other than the *currency of this contract* for the items or activities listed in the Contract Data. The *exchange rates* are used to convert from the *currency of this contract* to other currencies.

X3.2

Payments to the *Contractor* in currencies other than the *currency of this contract* do not exceed the maximum amounts stated in the Contract Data. Any excess is paid in the *currency of this contract*.

Option X4: Parent company guarantee

Parent company X4
guarantee X4.1

If a parent company owns the *Contractor*, the *Contractor* gives to the *Employer* a guarantee by the parent company of the *Contractor's* performance in the form set out in the Works Information. If the guarantee was not given by the Contract Date, it is given to the *Employer* within four weeks of the Contract Date.

Option X5: Sectional Completion

Sectional Completion X5
X5.1

In these *conditions of contract*, unless stated as the whole of the *works*, each reference and clause relevant to

- the *works*,
- Completion and

- Completion Date

applies, as the case may be, to either the whole of the *works* or any *section* of the *works*.

Option X6: Bonus for early Completion

Bonus for early Completion X6
X6.1

The *Contractor* is paid a bonus calculated at the rate stated in the Contract Data for each day from the earlier of

- Completion and
- the date on which the *Employer* takes over the *works*

until the Completion Date.

Option X7: Delay damages

Delay damages X7
X7.1

The *Contractor* pays delay damages at the rate stated in the Contract Data from the Completion Date for each day until the earlier of

- Completion and
- the date on which the *Employer* takes over the *works*.

X7.2

If the Completion Date is changed to a later date after delay damages have been paid, the *Employer* repays the overpayment of damages with interest. Interest is assessed from the date of payment to the date of repayment and the date of repayment is an assessment date.

X7.3

If the *Employer* takes over a part of the *works* before Completion, the delay damages are reduced from the date on which the part is taken over. The *Project Manager* assesses the benefit to the *Employer* of taking over the part of the *works* as a proportion of the benefit to the *Employer* of taking over the whole of the *works* not previously taken over. The delay damages are reduced in this proportion.

Option X12: Partnering

Identified and defined terms X12
X12.1

- (1) The Partners are those named in the Schedule of Partners. The *Client* is a Partner.
- (2) An Own Contract is a contract between two Partners which includes this Option.
- (3) The Core Group comprises the Partners listed in the Schedule of Core Group Members.

(4) Partnering Information is information which specifies how the Partners work together and is either in the documents which the Contract Data states it is in or in an instruction given in accordance with this contract.

(5) A Key Performance Indicator is an aspect of performance for which a target is stated in the Schedule of Partners.

Actions X12.2

(1) Each Partner works with the other Partners to achieve the *Client's objective* stated in the Contract Data and the objectives of every other Partner stated in the Schedule of Partners.

(2) Each Partner nominates a representative to act for it in dealings with other Partners.

(3) The Core Group acts and takes decisions on behalf of the Partners on those matters stated in the Partnering Information.

(4) The Partners select the members of the Core Group. The Core Group decides how they will work and decides the dates when each member joins and leaves the Core Group. The *Client's* representative leads the Core Group unless stated otherwise in the Partnering Information.

(5) The Core Group keeps the Schedule of Core Group Members and the Schedule of Partners up to date and issues copies of them to the Partners each time either is revised.

(6) This Option does not create a legal partnership between Partners who are not one of the Parties in this contract.

Working together X12.3

(1) The Partners work together as stated in the Partnering Information and in a spirit of mutual trust and co-operation.

(2) A Partner may ask another Partner to provide information which he needs to carry out the work in his Own Contract and the other Partner provides it.

(3) Each Partner gives an early warning to the other Partners when he becomes aware of any matter that could affect the achievement of another Partner's objectives stated in the Schedule of Partners.

(4) The Partners use common information systems as set out in the Partnering Information.

(5) A Partner implements a decision of the Core Group by issuing instructions in accordance with its Own Contracts.

(6) The Core Group may give an instruction to the Partners to change the Partnering Information. Each such change to the Partnering Information is a compensation event which may lead to reduced Prices.

(7) The Core Group prepares and maintains a timetable showing the proposed timing of the contributions of the Partners. The Core Group issues a copy of the timetable to the Partners each time it is revised. The *Contractor* changes his programme if it is necessary to do so in order to comply with the revised timetable. Each such change is a compensation event which may lead to reduced Prices.

(8) A Partner gives advice, information and opinion to the Core Group and to other Partners when asked to do so by the Core Group. This advice, information and opinion relates to work that another Partner is to carry out under its Own Contract and is given fully, openly and objectively. The Partners show contingency and risk allowances in information about costs, prices and timing for future work.

(9) A Partner notifies the Core Group before subcontracting any work.

Incentives X12.4

(1) A Partner is paid the amount stated in the Schedule of Partners if the target stated for a Key Performance Indicator is improved upon or achieved. Payment of the amount is due when the target has been improved upon or achieved and is made as part of the amount due in the Partner's Own Contract.

(2) The *Client* may add a Key Performance Indicator and associated payment to the Schedule of Partners but may not delete or reduce a payment stated in the Schedule of Partners.

Option X13: Performance bond

Performance bond X13
X13.1

The *Contractor* gives the *Employer* a performance bond, provided by a bank or insurer which the *Project Manager* has accepted, for the amount stated in the Contract Data and in the form set out in the Works Information. A reason for not accepting the bank or insurer is that its commercial position is not strong enough to carry the bond. If the bond was not given by the Contract Date, it is given to the *Employer* within four weeks of the Contract Date.

Option X14: Advanced payment to the *Contractor*

Advanced payment X14
X14.1

The *Employer* makes an advanced payment to the *Contractor* of the amount stated in the Contract Data.

X14.2

The advanced payment is made either within four weeks of the Contract Date or, if an advanced payment bond is required, within four weeks of the later of

- the Contract Date and
- the date when the *Employer* receives the advanced payment bond.

The advanced payment bond is issued by a bank or insurer which the *Project Manager* has accepted. A reason for not accepting the proposed bank or insurer is that its commercial position is not strong enough to carry the bond. The bond is for the amount of the advanced payment which the *Contractor* has not repaid and is in the form set out in the Works Information. Delay in making the advanced payment is a compensation event.

X14.3

The advanced payment is repaid to the *Employer* by the *Contractor* in instalments of the amount stated in the Contract Data. An instalment is included in each amount due assessed after the period stated in the Contract Data has passed until the advanced payment has been repaid.

Option X15: Limitation of the *Contractor's* liability for his design to reasonable skill and care

The *Contractor's* design X15
X15.1

The *Contractor* is not liable for Defects in the *works* due to his design so far as he proves that he used reasonable skill and care to ensure that his design complied with the Works Information.

X15.2 If the *Contractor* corrects a Defect for which he is not liable under this contract it is a compensation event.

Option X16: Retention

Retention	X16	
	X16.1	After the Price for Work Done to Date has reached the <i>retention free amount</i> , an amount is retained in each amount due. Until the earlier of <ul style="list-style-type: none">• Completion of the whole of the <i>works</i> and• the date on which the <i>Employer</i> takes over the whole of the <i>works</i> the amount retained is the <i>retention percentage</i> applied to the excess of the Price for Work Done to Date above the <i>retention free amount</i> .
	X16.2	The amount retained is halved <ul style="list-style-type: none">• in the assessment made at Completion of the whole of the <i>works</i> or• in the next assessment after the <i>Employer</i> has taken over the whole of the <i>works</i> if this is before Completion of the whole of the <i>works</i>. The amount retained remains at this amount until the Defects Certificate is issued. No amount is retained in the assessments made after the Defects Certificate has been issued.

Option X17: Low performance damages

Low performance damages	X17	
	X17.1	If a Defect included in the Defects Certificate shows low performance with respect to performance level stated in the Contract Data, the <i>Contractor</i> pays the amount of low performance damages stated in the Contract Data.

Option X18: Limitation of liability

Limitation of liability	X18	
	X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for the <i>Employer's</i> indirect or consequential loss is limited to the amount stated in the Contract Data.

- X18.2 For any one event, the liability of the *Contractor* to the *Employer* for loss of or damage to the *Employer's* property is limited to the amount stated in the Contract Data.
- X18.3 The *Contractor's* liability to the *Employer* for Defects due to his design which are not listed on the Defects Certificate is limited to the amount stated in the Contract Data.
- X18.4 The *Contractor's* total liability to the *Employer* for all matters arising under or in connection with this contract, other than the excluded matters, is limited to the amount stated in the Contract Data and applies in contract, tort or delict and otherwise to the extent allowed under the law of the contract.
- The excluded matters are amounts payable by the *Contractor* as stated in this contract for
- loss of or damage to the *Employer's* property,
 - delay damages if Option X7 applies and
 - low performance damages if Option X17 applies.
- X18.5 The *Contractor* is not liable to the *Employer* for a matter unless it is notified to the *Contractor* before the *end of liability date*.

Option X20: Key Performance Indicators (not used with Option X12)

- Incentives** X20.1 A Key Performance Indicator is an aspect of performance by the *Contractor* for which target is stated in the Incentive Schedule. The Incentive Schedule is the *incentive schedule* unless later changed in accordance with this contract.
- X20.2 From the *starting date* until the Defects Certificate has been issued, the *Contractor* reports to the *Project Manager* his performance against each of the Key Performance Indicators. Reports are provided at the intervals stated in the Contract Data and include the forecast final measurement against each indicator.
- X20.3 If the *Contractor's* forecast final measurement against a Key Performance Indicator will not achieve the target stated in the Incentive Schedule, he submits to the *Project Manager* his proposals for improving performance.
- X20.4 The *Contractor* is paid the amount stated in the Incentive Schedule if the target stated for a Key Performance Indicator is improved upon or achieved. Payment of the amount is due when the target has been improved upon or achieved.
- X20.5 The *Employer* may add a Key Performance Indicator and associated payment to the Incentive Schedule but may not delete or reduce a payment stated in the Incentive Schedule.

OPTION Y

Option Y(UK)₁: Project Bank Account

Definitions	Y(UK) ₁
	<p>Y1.1 (1) The Authorisation is a document authorising the <i>project bank</i> to make payments to the <i>Contractor</i> and Named Suppliers.</p> <p>(2) Named Suppliers are <i>named suppliers</i> and other Suppliers who have signed the Joining Deed.</p> <p>(3) Project Bank Account is the account used to receive payments from the <i>Employer</i> and the <i>Contractor</i> and make payments to the <i>Contractor</i> and Named Suppliers.</p> <p>(4) A Supplier is a person or organisation who has a contract to</p> <ul style="list-style-type: none">• construct or install part of the <i>works</i>,• provide a service necessary to Provide the Works or• supply Plant and Materials for the <i>works</i>. <p>(5) Trust Deed is an agreement in the form set out in the contract which contains provisions for administering the Project Bank Account.</p> <p>(6) Joining Deed is an agreement in the form set out in the contract under which the Supplier joins the Trust Deed.</p>
Project Bank Account	Y1.2 The <i>Contractor</i> establishes the Project Bank Account with the <i>project bank</i> within three weeks of the Contract Date.
	Y1.3 Unless stated otherwise in the Contract Data, the <i>Contractor</i> pays any charges made and is paid any interest paid by the <i>project bank</i> . The charges and interest by the <i>project bank</i> are not included in Defined Cost.
	Y1.4 The <i>Contractor</i> submits to the <i>Project Manager</i> for acceptance details of the banking arrangements for the Project Bank Account. A reason for not accepting the banking arrangements is that they do not provide for payments to be made in accordance with this contract. The <i>Contractor</i> provides to the <i>Project Manager</i> copies of communications with the <i>project bank</i> in connection with the Project Bank Account.
Named Suppliers	Y1.5 The <i>Contractor</i> includes in his contracts with Named Suppliers the arrangements in this contract for the operation of the Project Bank Account and Trust Deed. The <i>Contractor</i> notifies the Named Suppliers of the details of the Project Bank Account and the arrangements for payment of amounts due under their contracts.
	Y1.6 The <i>Contractor</i> submits proposals for adding a Supplier to the Named Suppliers to the <i>Project Manager</i> for acceptance. A reason for not accepting is that the addition of the Supplier does not comply with the Works Information. The <i>Employer</i> , the <i>Contractor</i> and the Supplier sign the Joining Deed after acceptance.
Payments	Y1.7 On or before each assessment date, the <i>Contractor</i> submits to the <i>Project Manager</i> an application for payment, and shows in the application the amounts due to Named Suppliers in accordance with their contracts.
	Y1.8 Within the time set out in the banking arrangements to allow the <i>project bank</i> to make payment to the <i>Contractor</i> and Named Suppliers in accordance with the contract,

		<ul style="list-style-type: none"> • the <i>Employer</i> makes payment to the Project Bank Account of the amount which is due to be paid under the contract and • the <i>Contractor</i> makes payment to the Project Bank Account of any amount which the <i>Employer</i> has notified the <i>Contractor</i> he intends to withhold from the certified amount and which is required to make payment to Named Suppliers.
	Y1.9	The <i>Contractor</i> prepares the Authorisation, setting out the sums due to Named Suppliers as assessed by the <i>Contractor</i> and to the <i>Contractor</i> for the balance of the payment due under the contract. After signing the Authorisation, the <i>Contractor</i> submits it to the <i>Project Manager</i> no later than four days before the final date for payment. The <i>Employer</i> signs the Authorisation and submits it to the <i>project bank</i> no later than one day before the final date for payment.
	Y1.10	The <i>Contractor</i> and Named Suppliers receive payment from the Project Bank Account of the sums set out in the Authorisation as soon as practicable after the Project Bank Account receives payment.
	Y1.11	A payment which is due from the <i>Contractor</i> to the <i>Employer</i> is not made through the Project Bank Account.
Effect of payment	Y1.12	Payments made from the Project Bank Account are treated as payments from the <i>Employer</i> to the <i>Contractor</i> in accordance with this contract or from the <i>Contractor</i> or <i>Subcontractor</i> to Named Suppliers in accordance with their contracts as applicable. A delay in payment due to a failure of the <i>Contractor</i> to comply with the requirements of this clause is not treated as late payment under this contract.
Trust Deed	Y1.13	The <i>Employer</i> , the <i>Contractor</i> and <i>named suppliers</i> sign the Trust Deed before the first assessment date.
Termination	Y1.14	If the <i>Project Manager</i> issues a termination certificate, no further payment is made into the Project Bank Account.

Trust Deed

This agreement is made between the *Employer*, the *Contractor* and the Named Suppliers.

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

Background

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

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

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

Agreement

The parties to this deed agree that

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

Executed as a deed on

by

. (*Employer*)

. (*Contractor*)

.

.

.

.

(Named Suppliers)

Joining Deed

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

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

Background

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

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

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

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

Agreement

The Parties to this deed agree that

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

Executed as a deed on

by

. (*Employer*)

. (*Contractor*)

. (Additional Supplier)

Option Y(UK)2: The Housing Grants, Construction and Regeneration Act 1996

Definitions	Y(UK)2	
	Y2.1	(1) The Act is the Housing Grants, Construction and Regeneration Act 1996 as amended by the Local Democracy, Economic Development and Construction Act 2009. (2) A period of time stated in days is a period calculated in accordance with Section 116 of the Act.
Dates for payment	Y2.2	The date on which a payment becomes due is seven days after the assessment date. The final date for payment is fourteen days or a different period for payment if stated in the Contract Data after the date on which payment becomes due. The <i>Project Manager's</i> certificate is the notice of payment to the <i>Contractor</i> specifying the amount due at the payment due date (the notified sum) and stating the basis on which the amount was calculated.
Notice of intention to pay less	Y2.3	If either Party intends to pay less than the notified sum, he notifies the other Party no later than seven days (the prescribed period) before the final date for payment by stating the amount considered to be due and the basis on which that sum is calculated. A Party does not withhold payment of an amount due under this contract unless he has notified his intention to pay less than the notified sum as required by the contract.
Suspension of performance	Y2.4	If the <i>Contractor</i> exercises his right under the Act to suspend performance, it is a compensation event.

Option Y(UK)3: The Contracts (Rights of Third Parties) Act 1999

Third party rights	Y(UK)3	
	Y3.1	A person or organisation who is not one of the Parties may enforce a term of this contract under the Contracts (Rights of Third Parties) Act 1999 only if the term and the person or organisation are stated in the Contract Data.

Option Z: *Additional conditions of contract*

Additional conditions of contract	Z1	
	Z1.1	The <i>additional conditions of contract</i> stated in the Contract Data are part of this contract.

SHORTER SCHEDULE OF COST COMPONENTS

An amount is included only in one cost component and only if it is incurred in order to Provide the Works.

People	1	<p>The following components of the cost of</p> <ul style="list-style-type: none"> • people who are directly employed by the <i>Contractor</i> and whose normal place of working is within the Working Areas, • people who are directly employed by the <i>Contractor</i> and whose normal place of working is not within the Working Areas but who are working in the Working Areas and • people who are not directly employed by the <i>Contractor</i> but are paid for by him according to the time worked while they are within the Working Areas.
	11	Amounts paid by the <i>Contractor</i> including those for meeting the requirements of the law and for pension provision.
Equipment	2	The following components of the cost of Equipment which is used within the Working Areas (including the cost of accommodation but excluding Equipment cost covered by the percentage for people overheads).
	21	Amounts for Equipment which is in the published list stated in the Contract Data. These amounts are calculated by applying the percentage adjustment for listed Equipment stated in the Contract Data to the rates in the published list and by multiplying the resulting rate by the time for which the Equipment is required.
	22	Amounts for Equipment listed in the Contract Data which is not in the published list stated in the Contract Data. These amounts are the rates stated in the Contract Data multiplied by the time for which the Equipment is required.
	23	The time required is expressed in hours, days, weeks or months consistently with the list of items of Equipment in the Contract Data or with the published list stated in the Contract Data.
	24	Unless the item is in the published list and the rate includes the cost component, payments for <ul style="list-style-type: none"> • transporting Equipment to and from the Working Areas other than for repair and maintenance, • erecting and dismantling Equipment and • constructing, fabricating or modifying Equipment as a result of a compensation event.
	25	Unless the item is in the published list and the rate includes the cost component, the purchase price of Equipment which is consumed.
	26	Unless included in the rate in the published list, the cost of operatives is included in the cost of people.
	27	Amounts for Equipment which is neither in the published list stated in the Contract Data nor listed in the Contract Data, at competitively tendered or open market rates, multiplied by the time for which the Equipment is required.
Plant and Materials	3	The following components of the cost of Plant and Materials.
	31	Payments for <ul style="list-style-type: none"> • purchasing Plant and Materials, • delivery to and removal from the Working Areas, • providing and removing packaging and

		<ul style="list-style-type: none"> • samples and tests.
	32	Cost is credited with payments received for disposal of Plant and Materials unless the cost is disallowed.
Charges	4	The following components of the cost of charges paid by the <i>Contractor</i> .
	41	A charge calculated by applying the percentage for people overheads stated in the Contract Data to people item 11 to cover the costs of <ul style="list-style-type: none"> • payments for the provision and use in the Working Areas of water, gas and electricity, • payments for buying or leasing land, compensation for loss of crops or building royalties, inspection certificates, charges for access to the Working Areas, facilities for visits to the Working Areas by Others and • payments for the provision and use of equipment, supplies and services (excluding accommodation) for catering, medical facilities and first aid, recreation, sanitation, security, copying, telephones, telex, fax, radio, CCTV, surveying, setting out, computing and hand tools not powered by compressed air.
	42	Payments for cancellation charges arising from a compensation event.
	43	Payments to public authorities and other properly constituted authorities of charges which they are authorised to make in respect of the <i>works</i> .
	44	Consumables and equipment provided by the <i>Contractor</i> for the <i>Project Manager's</i> and <i>Supervisor's</i> office.
	45	Specialist services.
Manufacture and fabrication	5	The following components of the cost of manufacture and fabrication of Plant and Materials, which are <ul style="list-style-type: none"> • wholly or partly designed specifically for the <i>works</i> and • manufactured or fabricated outside the Working Areas.
	51	Amounts paid by the <i>Contractor</i> .
Design	6	The following components of the cost of design of the <i>works</i> and Equipment done outside the Working Areas.
	61	The total of the hours worked by employees multiplied by the hourly rates stated in the Contract Data for the categories of employees listed.
	62	An amount for overheads calculated by multiplying this total by the percentage for design overheads stated in the Contract Data.
	63	The cost of travel to and from the Working Areas for the categories of design employees listed in the Contract Data.
Insurance	7	The following are deducted from cost <ul style="list-style-type: none"> • costs against which this contract required the <i>Contractor</i> to insure and • other costs paid to the <i>Contractor</i> by insurers.

CONTRACT DATA

Part one – Data provided by the *Employer*

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

Statements given in all contracts
1 General

- The *conditions of contract* are the core clauses and the clauses for main Option A, dispute resolution Option. W2 and secondary Options X4, X7, X15, X18 and Z1 – Z7 of the NEC3 Engineering and Construction Contract April 2013.
- The *works* are
Incinerator Building Extension at Animal & Plant Heath Agency, Woodham Lane, New Haw, Surrey, Kt15 3NB. As more particularly described in the project information.

- The *Employer* is
Name The Secretary of State for Environment, Food and Rural Affairs, acting through the Department for Environment Food and Rural Affairs, (DEFRA) and its executive agencies
Address .Nobel House, 17 Smith Square, London Sw1P 3JR
.....
- The *Project Manager* is
Name
Address
.....
- The *Supervisor* is
Name
Address
.....
- The *Adjudicator* is
Name The Technology and Construction Solicitors Association
.....
Address
.....
- The Works Information is in
eTendering Portal – Bravo (<http://defra.bravosolution.co.uk/>).
.....
.....
- The Site Information is in
.eTendering Portal – Bravo (<http://defra.bravosolution.co.uk/>).
.....
.....

- The *boundaries of the site* are in drawing APHAWB-ALLP-ZZ-XX-DR-A-1001.(folder H&S and Survey Information/02 – Existing Site)
- The *language of this contract* is English.
- The *law of the contract* is the law of England and Wales
- The *period for reply* is .Two (2) weeks.
- The *Adjudicator nominating body* is
- The *tribunal* is the Courts of England and Wales
- The following matters will be included in the Risk Register
.....
.....
.....

3 Time

- The *starting date* is 18 November 2019.
 - The *access dates* are 13 January 2020
- | Part of the Site | Date |
|------------------|-------|
| 1..... | |
| 2..... | |
| 3..... | |

4 Testing and Defects

- The *Contractor* submits revised programmes at intervals no longer than Four (4)..... weeks.
- The *defects date* is 52 weeks after Completion of the whole of the *works*.
- The *defect correction period* is 52..... weeks except that
 - The *defect correction period* for is weeks
 - The *defect correction period* for is weeks.

5 Payment

- The *currency of this contract* is Pounds Sterling.
- The *assessment interval* is .Four (4) weeks (not more than five).
- The *interest rate* is 2 % per annum (not less than 2) above the base rate of the Bank of England.

6 Compensation events

- The place where weather is to be recorded is New Haw, Surrey.
- The *weather measurements* to be recorded for each calendar month are
 - the cumulative rainfall (mm)
 - the number of days with rainfall more than 5 mm
 - the number of days with minimum air temperature less than 0 degrees Celsius
 - the number of days with snow lying at hours GMT
 - and these measurements:
.....
.....
.....
- The *weather measurements* are supplied by Met Office.
- The *weather data* are the records of past *weather measurements* for each calendar month which were recorded at .New Haw, Surrey and which are available from Met Office.

.....
Where no recorded data are available

- Assumed values for the ten year return *weather data* for each *weather measurement* for each calendar month are

.....
.....
.....

8 Risks and insurance

- The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the *works*, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) caused by activity in connection with this contract for any one event is
£10m in respect of each claim, without limit to the number of claims.
- The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with this contract for any one event is
£10m in respect of each claim, without limit to the number of claims.

Optional statements

If the *tribunal* is arbitration

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

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

- The *completion date* for the whole of the *works* is .11 January 2021.

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

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

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

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

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

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

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

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

- The period within which payments are made is

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

- The period for payment is four (4) weeks

If there are additional *Employer's* risks

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

- 2.
- 3.

If the *Employer* is to provide Plant and Materials

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

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

- The *Employer* provides these insurances from the Insurance Table
 - 1. Insurance against
Cover/indemnity is
The deductibles are
 - 2. Insurance against
Cover/indemnity is
The deductibles are
 - 3. Insurance against
Cover/indemnity is
The deductibles are

If additional insurances are to be provided

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

If Option X1 is used

- The proportions used to calculate the Price Adjustment Factor are
 - o linked to the index for
 - o non-adjustable

1.00

- The *base date* for indices is
- The indices are those prepared by

If Option X3 is used

- The *Employer* will pay for the items or activities listed below in the currencies stated
- | items and activities | other currency | total maximum payment in the currency |
|----------------------|----------------|---------------------------------------|
| | | |
| | | |
| | | |

- The *exchange rates* are those published in on (date).

If Option X5 is used

- The *completion date* for each section of the works is

section	description	completion date
1
2
3
4

If Options X5 and X6 are used together

- The bonus for each *section* of the works is

section	description	amount per day
1
2
3
4
Remainder of the works.....	

If Options X5 and X7 are used together

- Delay damages for each *section* of the works are

section	description	amount per day
1
2
3
4
Remainder of the works.....	

If Option X6 is used (but not if Option X5 is also used)

- The bonus for the whole of the works is per day.

If Option X7 is used (but not if Option X5 is also used)

- Delay damages for Completion of the whole of the works are . . Months 1 and 2 £6000 per month or pro-rata for part thereof. All subsequent months £12,000 or pro-rata thereof.

If Option X12 is used

- The *Client* is

Name

Address

- The *Client's* objective is

.....

- The Partnering Information is in

.....

If Option X13 is used

- The amount of the performance bond is

If Option X14 is used

- The amount of the advanced payment is
- The *Contractor* repays the instalments in assessments starting not less than weeks after the Contract Date.
- The instalments are

(either an amount or a percentage of the payment otherwise due)

- An advanced payment bond is/is not required.

If Option X16 is used

- The *retention free amount* is
- The *retention percentage* is %.

If Option X17 is used

- The amounts for low performance damages are

amount	performance level
.....	for

If Option X18 is used

- The *Contractor's* liability to the *Employer* for indirect or consequential loss is limited to an amount equal to the sum paid or to be paid by the *Employer* to the *Contractor* under this contract.
- For any one event, the *Contractor's* liability to the *Employer* for loss of or damage to the *Employer's* property is limited to .N/A
- The *Contractor's* liability for Defects due to his design which are not listed on the Defects Certificate is limited to .N/A
- The *Contractor's* total liability to the *Employer* for all matters arising under or in connection with this contract, other than excluded matters, is limited to an amount equal to the sum paid or to be paid by the *Employer* to the *Contractor* under this contract

- The *end of liability date* is six (6) years after the Completion of the whole of the work

If Option X2o is used (but not if Option X12 is also used)

- The *incentive schedule* for Key Performance Indicators is in
- A report of performance against each Key Performance Indicator is provided at intervals of months.

If Option Y(UK)1 is used and the *Employer* is to pay any charges made and is paid any interest paid by the *project bank*

- The *Employer* is to pay any charges made and is paid any interest paid by the *project bank*.

If Option Y(UK)3 is used

- term person or organisation

If Options Y(UK)1 and Y(UK)3 are both used

- term person or organisation
 The provisions of Option Y(UK)1 Named Suppliers

If Option Z is used

- The *additional conditions of contract* are .Z1 – Z76

Data for the Shorter
Schedule of Cost
Components

- The *activity schedule* is not applicable. Valuations based on % of work completed measured against the pricing document "5.+Pricing+Document+Rev+C"
- The tendered total of the Prices is. £4,700,161.29
- The percentage for people overheads is 7.5 %.
- The published list of Equipment is the last edition of the list published by
- The percentage for adjustment for Equipment in the published list is % (state plus or minus).
- The rates for other Equipment are

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

category of employee	hourly rate
██████████	██████
██████████	██████
██████	██████
██████████	██████
- The percentage for design overheads is 7.5 %.
- The categories of design employees whose travelling expenses to and from the Working Areas are included in Defined Cost are

.....

.....

.....

.....

**NEC 3 OPTION A: PRICED CONTRACT WITH ACTIVITY SCHEDULE
SCHEDULE OF AMENDMENTS
BUILDING WORKS**

Core Clauses	Z1	<p>Clause 10.1</p> <p>At the end of the clause INSERT “and to provide best value. Best value includes, but is not limited to at least whole life cost.”.</p>
	Z2	<p>Clause 11.2(11)</p> <p>After ‘the <i>Employer</i>’ INSERT “(which expression includes its successors in title and permitted assigns).”.</p> <p>After ‘the <i>Contractor</i>’ INSERT “and the term “Party” means the <i>Employer</i> or the <i>Contractor</i> as the case may be.”.</p>
	Z3	<p>Clause 11.2(13)</p> <p>After ‘contract’ INSERT “, applicable law and statutory requirements”.</p> <p>After ‘requires’ INSERT “and the expression “Providing the Works” shall be construed accordingly.”.</p>
	Z4	<p>Clause 11.2</p> <p>INSERT additional identified/defined terms as follows:</p> <p>“(31) The Access Regime is the access regime as set out in the Works Information¹.</p> <p>(32) Affiliate means any entity that directly or indirectly controls, is controlled by, or is under common control with another entity and, for the purposes of this definition, control means having the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the general management of the company, and ‘controls’ and ‘controlled by’ shall be construed accordingly.</p> <p>(33) CDM Regulations are the Construction (Design and Management) Regulations 2015.</p> <p>(34) Confidential Information is any information including technical and commercial information in any form, however it is conveyed, that is obtained directly or indirectly from the <i>Employer</i> by the <i>Contractor</i> or directly or indirectly from the <i>Contractor</i> by the <i>Employer</i> or which is generated by the <i>Contractor</i> or any Subcontractor in connection with this contract, whether before or after the date of this contract.</p> <p>(35) Contracting Authority means any contracting authority as defined in Regulation 2 of the Public Contracts Regulations 2015.</p>

¹ NB: Works Information to include the information referred to in this contract including requirements for the Access Regime, the Employment and Skills Strategy, the ESP, the Method Statement, details of the Protocol, details on submission of Contractor’s Design Documents for approval, details on subcontractor PI levels, details of who the principal design and principal contractor are, Site Information, copies of Third Party Agreements, details of area of the Site where passes are needed, security information for the Site, details of information the Programme must show, details regarding access, information to be included in the O&M manuals.

		<p>(36) Contractor’s Design Documents are documents, design details and specifications of work, Plant and Materials prepared by the <i>Contractor</i> for the <i>works</i> in relation to the parts of the <i>works</i> which the <i>Contractor</i> is to design.</p> <p>(37) Disclosure Request means a request for information relating to this contract received by the <i>Employer</i> pursuant to the FOIA, the Environmental Information Regulations 2004 or otherwise.</p> <p>(38) The Employment and Skills Strategy is the <i>Employer’s</i> employment and skills strategy forming part of the Works Information.</p> <p>(39) The ESP is the <i>works</i>-specific employment and skills plan produced by the <i>Contractor</i> and forming part of the Works Information to be complied with and implemented by the <i>Contractor</i> in order to execute the Employment and Skills Strategy.</p> <p>(40) FOIA is the Freedom of Information Act 2000.</p> <p>(41) Material is all existing and future designs, drawings, models, plans, specifications, design details and BIM models and databases (to the extent the <i>Contractor</i> has responsibility for design under this contract), all costings, budgets, estimates and valuations, any photographs, brochures, reports, notes of meetings, CAD materials and any other materials provided by or prepared on behalf of the <i>Contractor</i> in connection with this contract and/or the <i>works</i> and all amendments and additions to them and any <i>works</i>, designs or inventions of the <i>Contractor</i> incorporated or referred to in them.</p> <p>(42) The Method Statement is the <i>works</i> specific method statement produced by the <i>Contractor</i> and forming part of the Works Information which sets out in detail how the <i>Contractor</i> shall implement the ESP.</p> <p>(43) Protocol is defined in Clause 19A.</p> <p>(44) Relevant Conviction is a conviction that is relevant to the <i>Contractor</i> Providing the Works and/or the work and/or operations of the <i>Employer</i>.</p> <p>(45) Vetting Procedures are the <i>Employer’s</i> procedures for the vetting of the <i>Contractor’s</i> personnel, as may be advised to the <i>Contractor</i> by the <i>Employer</i> from time to time.”</p>
<p>Interpretation and the law</p>	<p>Z5</p>	<p>Clause 12.2</p> <p>DELETE the words “is governed by” from the first line.</p> <p>And after “This contract” INSERT “and any dispute or claim arising out of or in connection with this contract or the subject matter or formation of this contract (including non-contractual disputes or claims) is governed by and shall be construed in accordance with”.</p>
	<p>Z6</p>	<p>Clause 12.4</p>

		<p>After this contract on the first line DELETE “is the entire agreement between the Parties”.</p> <p>And INSERT after ‘contract’ on the first line “supersedes any previous agreement, arrangement or understanding between the <i>Employer</i> and <i>Contractor</i> in relation to the matters dealt with in this contract, and this contract represents the entire understanding and agreement between the <i>Employer</i> and <i>Contractor</i> in relation to such matters. Each Party acknowledge and agree that no Party has relied upon any prior representation by the other Party in entering into this contract and the Parties acknowledge that they have not been induced to enter into this contract by any representation, and that except in the case of any fraud or deliberate misrepresentation no Party shall not be entitled to bring a claim for misrepresentation against the other Party arising out of or in connection with this contract.”</p>
	<p>Z7</p>	<p>INSERT new clauses 12.5 to 12.11 as follows:</p> <p>“12.5 Without prejudice to Clause 12.2, the Parties submit to the non-exclusive jurisdiction of the courts of England provided that the <i>Employer</i> has the right in its absolute discretion to enforce a judgment and/or take proceedings in any other jurisdiction in which the <i>Contractor</i> is incorporated or in which any assets of the <i>Contractor</i> are or may be situated.</p> <p>12.6 The headings to the sections, clauses and sub-clauses of the conditions of this contract are for convenience only and do not affect the construction or interpretation of the <i>conditions of contract</i>.</p> <p>12.7 Where an act is required to be done within a specified period after or from a specified date, the period begins immediately after that date. Where the period includes Christmas Day, Good Friday or a day which under the Banking and Financial Dealings Act 1971 is a Bank Holiday in England and Wales, that day is excluded.</p> <p>12.8A reference in the <i>conditions of contract</i> to any applicable law includes</p> <ul style="list-style-type: none"> • that law or statutory requirement as from time to time amended, re-enacted or substituted and • any orders, rules, regulations, schemes, warrants, bye-laws, directives or codes of practice raised under any such law or statutory requirement. <p>12.9(1) If any provision or clause of this contract is held to be invalid, illegal or unenforceable by any court, such provision shall be severed and the remainder of the provisions of this contract shall continue in full force and effect as if this contract had executed without the provision or clause in question.</p>

		<p>(2) In the event that a court holds a provision or condition to be invalid, illegal and unenforceable and the provision is so fundamental that its removal would prevent the accomplishment of the purpose of this contract, the Parties shall immediately commence negotiations in good faith to ensure that the purpose of this contract is achieved in the absence of the provision or clause in question.</p> <p>12.10(1) Failure by a Party at any time to enforce any provision of this contract or to require performance by the other Party of any of the provisions of this contract is not construed as a waiver of any such provision and does not affect the validity of this contract or any part of this contract or create any estoppel or in any other way affect the right of such Party to enforce any provision in accordance with the terms of this contract.</p> <p>(2) No waiver is effective unless it is expressly stated to be a waiver and communicated to the other Party in writing.</p> <p>(3) A waiver of any right or remedy arising from a breach of this contract does not constitute a waiver of any right or remedy arising from any other or subsequent breach of this contract.</p> <p>12.11 The words “include”, “includes” and “including” are construed as if they were immediately followed by the words “without limitation”.”</p>
The Project Manager and the Supervisor	Z8	<p>Clause 14.3</p> <p>After ‘Key Date’ INSERT “or any of the <i>access dates</i>. The Works Information may be changed to omit any work. The <i>Employer</i> may instruct Others to carry out such omitted work in which event the <i>Employer</i> shall have no liability to the <i>Contractor</i> for loss of profit, loss of opportunity or other losses or damages arising from the omission of any work.”</p>
	Z9	<p>INSERT a new clause 14.5</p> <p>“No communication from the <i>Employer</i>, the <i>Project Manager</i> or the <i>Supervisor</i> given in accordance with this contract, including comments on the <i>Contractor’s</i> design, drawings, specifications and method statements, instructions, notices or approvals removes, amends or varies any of the <i>Contractor’s</i> obligations, responsibilities or liabilities under this contract, including its responsibility to Provide the Works and its liability for Defects and defective design.”</p>
Early Warning	Z10	<p>Clause 16.1</p> <p>After “Key Date” DELETE “or”</p> <p>In the list, after “impair the performance of the <i>works</i> in use” INSERT</p> <p>“• change the Accepted Programme,</p>

		<ul style="list-style-type: none"> • affect or interfere with the work of the <i>Employer</i> and/or Others or adversely affect the <i>Employer</i> (including by increasing the monies payable by the <i>Employer</i> to Others), • constitute a Defect, • constitute a compensation event which has not been previously notified, • result in a breach of this contract, or • cause a breach of any applicable law or statutory requirements.”
	Z11	<p>Clause 16.4</p> <p>After ‘Risk Register’ on the final line INSERT:</p> <p>“For the avoidance of doubt, the issuing of a revised Risk Register is not to be treated as an instruction changing the Works Information. If the <i>Contractor</i> believes that the issue of any Risk Register or any other instruction from the <i>Project Manager</i> (not expressed to be a change to the Works Information) should be treated as an instruction changing the Works Information (or otherwise gives rise to a compensation event), the <i>Contractor</i> (save in circumstances of emergency), before acting on the revised Risk Register or instruction, notifies the <i>Project Manager</i> of the <i>Contractor’s</i> belief that the Risk Register or instruction gives rise to a change in the Works Information or other compensation event and allow the <i>Project Manager</i> time to consider the impact of the revised Risk Register or instruction in relation to the <i>Contractor’s</i> notice.”</p>
	Z12	<p>INSERT a new clause 16.5 as follows:</p> <p>“The risks in the Risk Register shall not affect the risk allocation between the Parties as set out in the <i>conditions of contract</i>. Unless otherwise stated in the <i>conditions to contract</i>, the Prices, the Completion Date and the Key Dates are not to be changed for any risks entered into the Risk Register or for any matter notified as an early warning. The <i>Employer</i> has no liability to the <i>Contractor</i> for any risks entered into the Risk Register or for any matter notified as an early warning unless the risks are carried by the <i>Employer</i> as stated in the <i>conditions to contract</i>.”</p>
Ambiguities and inconsistencies	Z13	<p>INSERT new clause 17.2 as follows:</p> <p>“17.2 The <i>Contractor</i> warrants that it has, using all skill, care and diligence to be expected of a properly qualified, competent contractor experienced in providing <i>works</i> of a similar size, scope, nature, complexity and value to the <i>works</i>, reviewed and scrutinised the Works Information, the Site Information and the other documents forming this contract and that it has notified to the <i>Employer</i> prior to the Contract Date any mistake, ambiguity, inconsistency, inaccuracy, discrepancy and/or omission in or between the Works Information, the Site Information and any other document forming this contract.”</p>

Prevention	Z14	<p>Clause 19.1</p> <p>DELETE clause and INSERT “Not Used”</p>
	Z15	<p>INSERT new clauses 19A to 19C as follows:</p> <p>“19A – CIC BIM Protocol</p> <p>19A.1 In this clause and Clause 60.1, the Protocol is the CIC Building Information Modelling Protocol, first edition 2013. Terms used in this clause are those defined in the Protocol.</p> <p>19A.2 Clauses 1, 2, 5, 6 and 7 of the Protocol are <i>additional conditions of contract</i>. Clauses 2 and 4 and Appendices 1 and 2 of the Protocol are Works Information.</p> <p>19B – Employment Skills Plan</p> <p>19B.1</p> <p>(1) The <i>Contractor</i> complies with and implements the ESP and Method Statement in accordance with the Employment and Skills Strategy.</p> <p>(2) The <i>Contractor</i> nominates an individual to liaise with the <i>Project Manager</i> and provides the <i>Project Manager</i> with information as required to demonstrate the <i>Contractor’s</i> compliance with the ESP and Method Statement.</p> <p>(3) The <i>Project Manager</i> provides to the <i>Contractor</i> information it has available to enable the <i>Contractor</i> to comply with and implement the ESP and Method Statement, including the details listed in the Employment and Skills Strategy.</p> <p>(4) The <i>Contractor</i> provides to the <i>Project Manager</i> on a monthly basis, in accordance with the relevant Key Dates, a report outlining the achievements during the previous month against the ESP and Method Statement and provides details of the various employment and skills activities delivered in the month. The <i>Project Manager</i> is responsible for monitoring the <i>Contractor’s</i> compliance with and implementation of the ESP and Method Statement.</p> <p>(5) The <i>Contractor</i> and the <i>Project Manager</i> attend a meeting (convened by the <i>Project Manager</i>) after Completion to review the completed <i>works</i> and the <i>Contractor’s</i> compliance with and implementation of the ESP and</p>

		<p>Method Statement, and to consider the scope for further improvement on future projects.</p> <p>(6) Any and all costs relating to compliance with and implementation of the ESP Method Statement by the <i>Contractor</i> are included in the Price for Work Done to Date.</p> <p>(7) Where a compensation event set out in Clause 60.1 and agreed or established in accordance with Clauses 60 to 65 substantially increases or decreases the Prices, the <i>Contractor</i> may propose a corresponding and proportionate amendment to the employment and skills output figures contained in the ESP and the Method Statement. The <i>Employer</i> and the <i>Project Manager</i> consider any such proposal made by the <i>Contractor</i> and seek to agree any amendments with the <i>Contractor</i>.</p> <p>19C – Financial Information and Audit</p> <p>The Contractor complies with clause Z27 of the framework agreement between the Parties dated 01 August 2017 as if this contract was awarded pursuant to such framework agreement.”</p>
Providing the Works	Z16	<p>Clause 20.1</p> <p>After ‘the Works Information’ INSERT “the applicable law and the other requirements of this contract.”</p>
The Contractor’s design	Z17	<p>DELETE clauses 21.2 and 21.3 and INSERT new clauses 21.2 to 21.9 as follows:</p> <p>“21.2 The <i>Contractor</i> submits the Contractor’s Design Documents to the <i>Project Manager</i> for acceptance at the times and in the manner and format stated in the Works Information.</p> <p>21.3 The <i>Project Manager</i> returns each Contractor’s Design Document to the <i>Contractor</i> marked either ‘A’ (accepted), ‘B’ (accepted with comments) or ‘C’ (rejected). If the <i>Project Manager</i> marks a Contractor’s Design Document ‘B’ or ‘C’, he states his reasons. A reason for not accepting a Contractor’s Design Document is that it does not comply with</p> <ul style="list-style-type: none"> • the Works Information, • any previous Contractor’s Design Documents which <ul style="list-style-type: none"> • the <i>Project Manager</i> has returned marked ‘A’; or • the <i>Project Manager</i> has returned marked ‘B’ and the <i>Contractor</i> has amended to incorporate the <i>Project Manager’s</i> comments, • the applicable law; or • any other provision of this contract.

		<p>21.4 If the <i>Project Manager</i> does not return a Contractor’s Design Document within the period for reply, it is treated as having been returned marked ‘C’.</p> <p>21.5 Where a Contractor’s Design Document is returned marked ‘A’, the <i>Contractor</i> proceeds with the relevant work in accordance with the Contractor’s Design Document.</p> <p>21.6 Where a Contractor’s Design Document is returned marked ‘B’, the <i>Contractor</i></p> <ul style="list-style-type: none"> • amends the Contractor’s Design Document to incorporate the <i>Project Manager’s</i> comments, • submits the Contractor’s Design Document as so amended to the <i>Project Manager</i> and • proceeds with the relevant work in accordance with the Contractor’s Design Document as so amended. <p>21.7 Where a Contractor’s Design Document is returned marked ‘C’, the <i>Contractor</i> amends the Contractor’s Design Document to incorporate the <i>Project Manager’s</i> comments, re-submit it to the <i>Project Manager</i> for acceptance and does not proceed with the relevant work until the <i>Project Manager</i> has returned it marked ‘A’ or ‘B’ and, where it is marked ‘B’, has complied with Clause 21.6.</p> <p>21.8 If the <i>Contractor</i> disagrees with a comment of the <i>Project Manager</i> on a Contractor’s Design Document marked ‘B’ or ‘C’, he notifies the <i>Project Manager</i> within one week of receipt stating his reasons and that in his reasonable opinion compliance with the comment will give rise to a change in the Works Information. The <i>Project Manager</i> replies within one week of receipt of the <i>Contractor’s</i> notice either confirming or withdrawing his comment. A confirmation or withdrawal by the <i>Project Manager</i> is not an acceptance of the <i>Contractor’s</i> opinion.</p> <p>21.9 If the <i>Contractor</i> does not notify the <i>Project Manager</i> within one week that he disagrees with a comment of the <i>Project Manager</i>, compliance with the comment does not give rise to a change in the Works Information.”</p>
<p>Using the Contractor’s design</p>	<p>Z18</p>	<p>Clause 22.1</p> <p>DELETE the existing text and INSERT:</p> <p>“21.2 The copyright in the Material remains vested in the <i>Contractor</i> but the <i>Contractor</i> hereby grants to the <i>Employer</i> an irrevocable, royalty-free, non-exclusive licence to copy and use the same and to reproduce the designs contained in it for any and all purposes relating to or in connection with this contract, the <i>works</i> and/or the Site. The licence includes the right to grant sub-licences in the terms of this licence and is assignable and transferable to any third party. The <i>Contractor</i> obtains from its</p>

		<p>Subcontractors equivalent rights for the <i>Employer</i> to use Material prepared by the Subcontractors.</p> <p>22.2 The <i>Contractor</i> unconditionally and irrevocably waives and procures that Subcontractors unconditionally and irrevocably waive such moral rights as may be conferred by Chapter IV of Part I of the Copyright Designs & Patents Act 1988 or other laws in force from time to time enacted conferring analogous rights.</p> <p>22.3 The <i>Contractor</i> warrants that</p> <ul style="list-style-type: none"> • he has the capacity and authority to grant the licence set out in Clause 22.1 • the rights licensed are free from all liens, charges, options, encumbrances and adverse interests of any and • he has not infringed any third party’s intellectual property rights in Providing the Works. <p>22.4 The <i>Contractor</i> indemnifies the <i>Employer</i> against any and all claims, liability, losses, damages, costs and expenses (including legal costs) arising out of a breach of the warranty in Clause 22.3.</p> <p>22.5 The <i>Contractor</i> is not responsible for any loss resulting from use of the Material for any purpose other than that for which the same were prepared.</p>
<p>People</p>	<p>Z19</p>	<p>INSERT new clauses 24.3 to 24.9 as follows:</p> <p>“24.3 If the <i>Contractor</i> wishes to replace any key person or appoint a new key person the <i>Contractor</i></p> <ul style="list-style-type: none"> • gives at least one month’s written notice to the <i>Project Manager</i>, • seeks the <i>Project Manager’s</i> acceptance to and consults with the <i>Project Manager</i> concerning the proposed key person and • if requested provides the <i>Project Manager</i> with the curriculum vitae of the proposed key person. <p>24.4 The <i>Employer</i> or the <i>Project Manager</i> may interview the proposed key person.</p> <p>24.5 The <i>Project Manager</i> notifies the <i>Contractor</i> in writing of any objections to the proposed key person within two weeks of receipt of the <i>Contractor’s</i> notice given under Clause 24.3 failing which the <i>Project Manager’s</i> acceptance will be deemed to have been given. If the <i>Project Manager</i> notifies the <i>Contractor</i> of objections the <i>Contractor</i> does not engage the proposed key person and puts forward a different proposed key person for the acceptance of the <i>Project Manager</i>.</p> <p>24.6 The <i>Contractor</i> uses all reasonable endeavours to ensure that a process of skill and knowledge transfer occurs prior to replacement of any key person to ensure continuity in Providing the Works. The <i>Contractor</i> ensures that</p>

		<p>there is a handover period of not less than four weeks from the outgoing key person to his replacement.</p> <p>24.7 The <i>Contractor</i>, at all relevant times, engages an adequate number of competent, suitably qualified and experienced personnel to Provide the Works</p> <p>24.8 The <i>Employer</i> (provided that it shall not do so unreasonably or vexatiously) may require the <i>Contractor</i> to appoint additional personnel at no additional cost to the <i>Employer</i> in order to Provide the Works.</p> <p>24.9 For the duration of this contract, the <i>Contractor</i> his agents or any Subcontractor does not engage any employee of the <i>Employer</i> in connection with this contract. The <i>Contractor</i> includes a similar provision in any subcontract the <i>Contractor</i> enters into in connection with the works.”</p>
Employer and Others	Z20	<p>Clause 25.1</p> <p>After “the works” INSERT “and/or the Site”.</p>
	Z21	<p>Clause 25.3</p> <p>After ‘the <i>Employer</i> incurs additional’ DELETE “cost” and in its place INSERT “costs, losses and/or expenses”.</p> <p>On the second bullet point after ‘carrying out work’ INSERT “(including the costs of acceleration measures under other contracts)”.</p> <p>After “on the same project, the additional” DELETE “cost” and INSERT “costs, losses and/or expenses”</p> <p>After ‘the <i>Employer</i> has paid’ INSERT “, has incurred”.</p> <p>After ‘assesses the additional’ DELETE “cost” and INSERT “costs, losses and/or expenses”.</p> <p>After ‘the Key Date is met’ INSERT “These costs, losses and/or expenses have been excluded from the calculation and do not form any part of the delay damages for late Completion of the whole of the <i>works</i> or any section of the <i>works</i>, and the <i>Employer</i> is entitled to recover them from the <i>Contractor</i>.”</p>
Subcontracting	Z22	<p>Clause 26.1</p> <p>After ‘If the <i>Contractor</i> subcontracts work’ INSERT “(including design)”.</p>
	Z23	<p>Clause 26.2</p> <p>After “<i>Contractor</i> to Provide the Works” INSERT “and/or the <i>Employer</i> has reasonable grounds for concern in relation to the Subcontractor’s experience, performance on other projects, financial stability, insurance cover or status.”</p>

		<p>After “<i>Project Manager</i> has accepted him.” INSERT “No sum due under a subcontract is eligible for treatment as the Price for Work Done to Date under this contract if and for so long as the requirements of this Clause 26.2 are not satisfied in relation to that subcontract.”</p>
	<p>Z24</p>	<p>Clause 26.3</p> <p>After “<i>Project Manager</i> for acceptance” DELETE “unless an NEC contract is proposed or the <i>Project Manager</i> has agreed that no submission is required.”</p> <p>After “A reason for not accepting them is that” INSERT at the first bullet point “the <i>Contractor</i> has not complied with the requirements of Clause 26.2”.</p> <p>Before “will not allow the <i>Contractor</i>” DELETE “they” and in its place INSERT “the appointment of the proposed Subcontractor and/or the proposed conditions of contract”.</p> <p>After “Provide the Works” DELETE “or”.</p> <p>Then INSERT the following bullet points after the first two above</p> <ul style="list-style-type: none"> • the terms of the proposed conditions of contract do not, in the <i>Project Manager’s</i> reasonable opinion, adequately reflect the terms of this contract or are inconsistent with the terms of this contract, • the proposed conditions of contract do not include provisions <ul style="list-style-type: none"> • requiring the Subcontractor to provide <ul style="list-style-type: none"> • rights for the <i>Employer</i> to use material prepared by the Subcontractor in accordance with Clause 22 and/or • any collateral warranty that is required by this contract and/or • imposing equivalent obligations of confidentiality on the proposed Subcontractor to those required by this contract,” <p>On the next bullet point after “mutual trust and co-operation” INSERT “and/or”</p> <p>Then as the next bullet point INSERT:</p> <ul style="list-style-type: none"> • they do not provide the required cover and amount of professional indemnity or product liability insurance stated in the Works Information.” <p>Then INSERT the following:</p> <p>“No sum due under a subcontract is eligible for treatment as the Price for Work Done to Date under this contract if and for so long as the requirements of this Clause 26.3 are not satisfied in relation to that subcontract.”</p>
	<p>Z25</p>	<p>INSERT new clauses 26A and 26B as follows:</p> <p>“26A – Fair Payment</p> <p>26A.1 The <i>Contractor</i> assesses the amount due to a Subcontractor without taking into account the amount certified by the <i>Project Manager</i>.</p>

		<p>26A.2 The <i>Contractor</i> includes in the contract with each Subcontractor</p> <ul style="list-style-type: none"> • a period for payment of the amount due to the Subcontractor not greater than 19 days after the due date in this contract. The amount due includes but is not limited to, work which the subcontractor has completed from the previous assessment date up to the current assessment date in this contract, • a provision requiring the Subcontractor to include in each subsubcontract the same requirement, except that the period for payment is to be not greater than 23 days after the due date in this contract and • a provision requiring the Subcontractor to assess the amount due to a subsubcontractor without taking into account the amount paid by the <i>Contractor</i>. <p>26A.3 The due date in this contract is the date on which the <i>Project Manager</i> certifies payment.</p> <p>26A.4 The <i>Contractor</i> notifies non-compliance with the timescales for payment through the Efficiency and Reform Group Supplier Feedback Service. The <i>Contractor</i> includes this provision in each subcontract, and requires Subcontractors to include the same provision in each subsubcontract.</p> <p>26B - The Public Contracts Regulations 2015</p> <p>26B.1 The <i>Employer</i> may terminate the <i>Contractor's</i> obligation to Provide the Works if any of the provisions of paragraph 73(1) of The Public Contracts Regulations 2015 apply. If the <i>Employer</i> terminates under the provisions of paragraph 73(1)(b) of the Public Contracts Regulations 2015 as a result of information not disclosed by the <i>Contractor</i> at the Contract Date, the procedures and amounts due on termination are the same as if the <i>Contractor</i> has substantially failed to comply with his obligations. If the <i>Employer</i> otherwise terminates under the provisions of paragraph 73(1) of the Public Contracts Regulations 2015, the procedures and amounts due on termination are the same as if the Parties had been released under the law from further performance of the whole of this contract.</p> <p>26B.2 The <i>Contractor</i> does not appoint a Subcontractor or supplier if there are compulsory grounds for excluding the Subcontractor or supplier under regulation 57 of the Public Contracts Regulations 2015. If a Subcontractor has been appointed in breach of this clause, the <i>Contractor</i> shall terminate the subcontract or supply contract and appoint a new Subcontractor or supplier in compliance with this clause and this contract.</p> <p>26B.3 The <i>Contractor</i> includes in any subcontract awarded by him provisions</p> <ul style="list-style-type: none"> • requiring that payment due to the Subcontractor or supplier under the subcontract is made no later than 30 days after receipt of a valid and undisputed invoice, unless this contract
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		<p>requires the <i>Contractor</i> to make earlier payment to the Subcontractor or supplier,</p> <ul style="list-style-type: none"> • invoices for payment submitted by the Subcontractor or supplier are considered and verified by the <i>Contractor</i> in a timely fashion, • • undue delay in considering and verifying invoices is not sufficient justification for failing to regard an invoice as valid and undisputed and • any contract awarded by the Subcontractor or supplier for work included in this contract includes provisions to the same effect as these provisions.”
<p>Other responsibilities</p>	<p>Z26</p>	<p>INSERT new clauses 27.4 to 27.10 as follows:</p> <p>“27.4 Without prejudice to Clause 27.5, the <i>Contractor</i></p> <ul style="list-style-type: none"> • acts in accordance with the health and safety requirements stated in the Works Information and • Provides the <i>Works</i> having regard to the health and safety of all persons and complies with <ul style="list-style-type: none"> • any codes of practice, guidance notes and recommendations published by the Health and Safety Executive and/or approved by the Health and Safety Commission, • any safety policies produced by the <i>Employer</i> and • the Joint Code of Practice on the Protection from Fire of Construction Sites and Buildings undergoing Renovation (as amended from time to time) published by the Construction Confederation and the Fire Protection Association. <p>27.5 The <i>Contractor</i> warrants and undertakes to the <i>Employer</i> that it has complied and will comply with its statutory duties under the CDM Regulations in relation to the <i>works</i>. If the Works Information states that the <i>Contractor</i> is not the principal designer and/or the principal contractor for the <i>works</i>, the <i>Contractor</i> works with the principal designer and/or the principal contractor (as the case may be) as required by the Works Information and the CDM Regulations.</p> <p>27.6 The <i>Contractor</i> at all times Provides the Works preventing public or private nuisance (including any such nuisance caused by noxious fumes, noisy working operations or the deposit of any material or debris on the public highway) or other interference with the rights of any adjoining or neighbouring landowner, tenant or occupier or any statutory undertaker and assists the <i>Employer</i> in defending any action or proceedings which may be instituted in relation thereto. The <i>Contractor</i> is responsible for and indemnifies the <i>Employer</i> from and against any and all expenses, liabilities,</p>

		<p>losses, claims and proceedings whatsoever resulting from any such nuisance or interference, save only where such nuisance or interference is the consequence of an instruction of the <i>Project Manager</i> (which is not itself the result of any negligence, default or breach of contract by or on behalf of the <i>Contractor</i> or any Subcontractor) and could not have been avoided by the <i>Contractor</i> using all reasonable and practical means. The <i>Project Manager</i> may issue to the <i>Contractor</i> such instructions as he considers necessary if any injunction is granted or court order is made in consequence of any such nuisance or interference, but (save as aforesaid) no such instruction is a compensation event.</p> <p>27.7 The <i>Contractor</i> ensures that in Providing the Works there is no trespass on or over any adjoining or neighbouring property. If Providing the Works is likely to necessitate any interference (including the over-sailing of tower crane jibs) with the rights of adjoining or neighbouring owners or occupiers, then the <i>Contractor</i>, at no cost to the <i>Employer</i>, obtains the prior written agreement of such owners or occupiers thereto, and such agreement is subject to the approval of the <i>Employer</i> before execution. The <i>Contractor</i> complies in every respect with any conditions contained in any such agreement.</p> <p>27.8 For the purposes of this contract, material is “prohibited” if, in the context of its use or specification in the <i>works</i> (whether alone or in combination with other Plant and Materials)</p> <ul style="list-style-type: none"> • it poses a hazard to the health and safety of any person who may come into contact with the <i>works</i> (whether during its construction or after Completion of the whole of the <i>works</i>), • either by itself or as a result of its use in a particular situation or in combination with other Plant and Materials, it would or is likely to have the effect of reducing the normal life expectancy of any other Plant and Materials or structure in which the material is incorporated or to which it is affixed, • it poses a threat to the structural stability or performance or the physical integrity of any part of the <i>works</i> or any part or component of the Plant and Materials and/or • it has been prohibited for use in the publication “Good Practice in the Selection of Construction Materials” (published by the British Council for Offices) current at the time of use or specification. <p>27.9 The <i>Contractor</i> does not specify for use, approve for use or accept any Plant and Materials which at the time the <i>works</i> are being provided are generally accepted or reasonably suspected of</p> <ul style="list-style-type: none"> • being prohibited in themselves,
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		<ul style="list-style-type: none"> • becoming prohibited when used in a particular situation or in combination with other Plant and Materials, • becoming prohibited with the passage of time, • becoming prohibited without a level of maintenance which is higher than that which would normally be expected of a structure of the type under construction and/or • being damaged by or causing damage to the structure in which they are incorporated or to which they are affixed. <p>27.10</p> <p>(1) For the purposes of this contract, “Site Conditions” means the conditions of the Site including climatic, hydrological, hydro-geological, environmental, geotechnical and archaeological conditions.</p> <p>(2) Notwithstanding any other the term of this contract to the contrary, the Site Conditions are the sole responsibility of the <i>Contractor</i> and accordingly (but without prejudice to any other obligation of the <i>Contractor</i> under this contract) the <i>Contractor</i> is deemed to have</p> <ul style="list-style-type: none"> • carried out a ground physical and geophysical investigation and to have inspected and examined the Site and its surroundings and (where applicable) any existing structures or <i>works</i> on, over or under the Site, • satisfied itself as to the nature of the Site Conditions, the ground and the subsoil, the form and nature of the Site, the load-bearing and other relevant properties of the Site, the risk of injury or damage to property affecting the Site, the nature of the materials (whether natural or otherwise) to be excavated and the nature of the design, <i>works</i> and materials necessary for Providing the Works, • satisfied itself as to the adequacy of the means and rights of access to and through the Site and any accommodation it may require for the purposes of fulfilling its obligations under this contract (such as additional land or buildings outside the Site), • satisfied itself as to the possibility of interference by persons of any description whatsoever (other than the <i>Employer</i>) with access to or use of, or rights in respect of, the Site with particular regard to the owners of any land adjacent to the Site and • satisfied itself as to the precautions, times and methods of working necessary to prevent any nuisance or interference, whether public or private, being caused to Others, <p>and the <i>Contractor</i> acknowledges that it has sufficient knowledge of the Site and its surroundings (including the risks listed as bullet</p>
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		<p>points above) and the <i>Contractor</i> acknowledges that should it encounter any of the foregoing (without limitation) in Providing the Works , the Prices, the Completion Date and the Key Dates will not to be changed, the <i>Contractor</i> will not be entitled to have or make a claim for a compensation event nor entitled to have a claim against the <i>Employer</i> in law or otherwise to deal with such matters under this Clause 27.10. No failure on the part of the <i>Contractor</i> to discover or foresee any such condition, risk, contingency or circumstance relating to the Site and its surroundings entitles the <i>Contractor</i> to a compensation event or a change in the Prices, the Completion Date and/or the Key Dates, or entitles the <i>Contractor</i> to have a claim against the <i>Employer</i> in law or otherwise to deal with such matters under this Clause 27.10.</p> <p>(3) The <i>Contractor</i> does not rely upon any survey, report, information (whether contained or described in the Works Information and/or the Site Information) or any other document (whether contained in this contract or issued to the <i>Contractor</i> before or after the Contract Date or otherwise) regarding the Site and its surrounding or in relation to any such matter referred to in this Clause 27.10 (the “Site Documents”) and the <i>Employer</i> makes no representation or gives any warranty as to the accuracy, adequacy, sufficiency, suitability or completeness of the Site Documents. To the extent permitted by law, the <i>Employer</i> has no liability arising out of or in relation to the Site Documents or from any representation or statement, whether negligently or otherwise made in relation to the Site Documents.</p>
<p>Assignment</p>	<p>Z27</p>	<p>INSERT new clause 28:</p> <p>“28 - Assignment</p> <p>28.1 The <i>Contractor</i> does not assign, transfer, charge or otherwise deal with this contract (or any of his rights or obligations under it) nor grant, declare a trust of, create or dispose of any right or interest in it without the prior written consent of the <i>Employer</i>.</p> <p>28.2 The <i>Employer</i> may assign in whole or in part any benefit or right under this contract at any time to any person.”</p>
<p>Third Party Agreements</p>	<p>Z28</p>	<p>INSERT new clause 29 as follows:</p> <p>29 – Third Party Agreements</p> <p>“29.1 The <i>Contractor</i> acknowledges that the <i>Employer</i> has and will from time to time enter into agreements with Others and may be bound by decisions, consents and approvals of relevant authorities which may relate to the <i>Contractor’s</i> obligations under this contract (each a “Third Party Agreement”). The details of any Third Party Agreement entered into by the</p>

		<p><i>Employer</i> before the Contract Date are included in the Works Information or otherwise have been supplied to the <i>Contractor</i> for and on behalf of the <i>Employer</i> which the <i>Contractor</i> acknowledges it has received and which shall be treated as if it was part of the Works Information.</p> <p>29.2 Notwithstanding any other provision to the contrary, the <i>Contractor</i> complies with and performs its obligations under and arising out of this contract so that no act, omission, neglect or default on its part</p> <ul style="list-style-type: none"> • causes or contributes to any breach by the <i>Employer</i> of any of his obligations, • gives rise to any liability of the <i>Employer</i> or • leads to any diminution or loss of any rights, entitlements or other benefits of the <i>Employer</i>, <p>under any Third Party Agreement, save to the extent that the <i>Contractor</i> has not been provided with a copy.</p> <p>29.3 The <i>Contractor</i> is responsible for, and releases and indemnifies the <i>Employer</i> on demand from and against all claims, damages, losses and expenses (including legal fees and expenses) incurred by the <i>Employer</i> toward Others which is attributable to any negligence, wilful act or breach of the requirements of this Clause 29 by the <i>Contractor</i>.</p> <p>29.4 In the event the <i>Employer</i> enters into a further Third Party Agreement after the Contract Date (including any amendment agreement to a Third Party Agreement entered into before the Contract Date) the same shall constitute a change to the Works Information and be treated as a compensation event under Clause 60.1(1) save that the time the <i>Contractor</i> spends and the resource he allocates to reviewing and understanding the relevant obligations in such a Third Party Agreement are excluded and disregarded from the assessment of the effect of the compensation event.</p> <p>29.5 The <i>Contractor</i> keeps the <i>Employer</i> informed of all material correspondence and communications between the <i>Contractor</i> and Others and of the initiation of any <i>works</i> for which the <i>Contractor</i> must enter into an agreement with Others.”</p>
<p>Collateral Warranties</p>	<p>Z29</p>	<p>INSERT a new clause 29A as follows:</p> <p>“Within two weeks of receiving notification from the <i>Project Manager</i>, the <i>Contractor</i> procures that each Subcontractor (to whom the <i>Project Manager</i> has accepted under Clause 26.3) executes a collateral warranty in favour of the <i>Employer</i> substantially in the form set out in Schedule 1 to this contract and the <i>Contractor</i> acknowledges and agrees that if the <i>Contractor</i> fails to deliver any such collateral warranty under this Clause 29A within the time required, the <i>Contractor</i> is not entitled to payment of any sums relating to the services or <i>works</i> of such</p>

		Subcontractor which would otherwise be due and payable under this contract until such relevant collateral warranty is provided.”
Security and Passes	Z30	<p>INSERT a new clause 29B as follows:</p> <p>Security and Passes</p> <p>29B.1 The <i>Contractor</i> submits to the <i>Project Manager</i> details of people who are to be employed by him and his Subcontractors in connection with the <i>works</i>. The details include a list of names and addresses, the capacities in which they are employed, and other information required by the <i>Project Manager</i> and the <i>Contractor</i> ensures that each of the <i>Contractor’s</i> employees and its Subcontractor’s employees have a Disclosure and Barring Service certificate which is no more than 3 months old and have no unspent convictions.</p> <p>29B.2 The <i>Project Manager</i> instructs the <i>Contractor</i> to take measures to prevent unauthorised persons being admitted on to the Site.</p> <p>29B.3 Employees of the <i>Contractor</i> and his Subcontractors shall carry a pass whilst they are on any parts of the Site so specified in the Works Information.</p> <p>29B.4 The <i>Contractor</i> complies with any other requirements of the <i>Employer</i> in relation to the security of the Site set out in the Works Information and/or any other such requirements of the <i>Employer</i> notified to it during the <i>works</i>.”</p>
Bribery, Modern Slavery and GDPR	Z31	<p>INSERT a new clause 29C as follows:</p> <p>“29C.1 The <i>Contractor</i> complies with all applicable laws, statutes, regulations and codes relating to anti-bribery, anti-corruption and the prohibition of slavery including but not limited to the Bribery Act 2010 and the Modern Slavery Act 2015 and any anti-bribery, anti-corruption and prohibition of slavery policies of the <i>Employer</i> which the <i>Employer</i> notifies to the <i>Contractor</i> from time to time.</p> <p>29C.2 The <i>Contractor</i> maintains in place throughout the term of this contract its own policies and procedures to ensure compliance with laws, statutes, regulations and codes set out in Clause 29C.1 and enforces them as and when appropriate.</p> <p>29C.3 The <i>Contractor</i> acts in accordance with the General Data Protection Regulations (EU) 2016/279 (“GDPR”), the Data Protection Act 2018 and guidance issued by the Information Commissioner. If in or in relation to this contract, the <i>Contractor</i> records, stores, controls, uses or processes any personal data (as defined in the GDPR) it does so in a manner which is fully compliant with GDPR and any other relevant legal requirements. The <i>Contractor</i> draws this clause to the attention of any person whose personal</p>

		<p>data the <i>Contractor</i> provides to the <i>Employer</i> in connection with this contract.</p> <p>29C.4 The <i>Employer</i> may terminate in accordance with Clause 91 if the <i>Contractor</i> breaches this Clause 29C.”</p>
<p>Confidentiality and Official Secrets</p>	<p>Z32</p>	<p>INSERT a new clause 29D as follows:</p> <p>“29D - Confidentiality</p> <p>29D.1 Except where disclosure is expressly permitted elsewhere in this contract, each Party</p> <ul style="list-style-type: none"> • treats the other Party’s Confidential Information as confidential and safeguards it accordingly and • does not disclose the other Party’s Confidential Information to any other person without the owner’s prior written consent. <p>29D.2 The Parties’ obligations in relation to Confidential Information do not apply to the extent that</p> <ul style="list-style-type: none"> • the disclosure is a requirement of any applicable law placed upon the Party making the disclosure, including any requirements for disclosure under the FOIA, • the information was in the possession of the Party making the disclosure other than in breach of a duty of confidence to the other Party the information was already in the public domain at the time of disclosure otherwise than by a breach of this contract, • the disclosure is to either Party’s professional advisers • either Party gives his express consent to the other Party in writing to the disclosure. <p>29D.3 The <i>Contractor</i> only discloses the <i>Employer</i>’s Confidential Information to the <i>Contractor</i>’s personnel who are directly involved in Providing the Works and need to know, and ensures that the <i>Contractor</i>’s personnel are aware of and comply with their obligations in respect of Confidential Information.</p> <p>29D.4 The <i>Contractor</i> does not, and procures that the <i>Contractor</i>’s personnel do not, use any of the <i>Employer</i>’s Confidential Information received otherwise than for the purposes of this contract.</p> <p>29D.5 At the written request of the <i>Employer</i> and/or <i>Project Manager</i>, the <i>Contractor</i> procures that those members of the <i>Contractor</i>’s personnel identified in such written request sign a confidentiality undertaking on terms agreed by the <i>Employer</i> (acting reasonably) prior to commencing any work in accordance with this contract.</p>

		<p>29D.6 Nothing in this contract prevents the <i>Employer</i> and/or <i>Project Manager</i> from disclosing the Contractor’s Confidential Information</p> <ul style="list-style-type: none"> • to any other Contracting Authority on the understanding that they are entitled to further disclose the Confidential Information to other Contracting Authorities on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any Contracting Authority, • for the purpose of the examination and certification of the <i>Employer’s</i> accounts on the basis that the information is confidential and is not to be disclosed to a third party or • for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the <i>Employer</i> has used its resources. <p>29D.7 The Parties shall comply with this Clause 29E during the continuance of this contract and at any time after its expiry or termination.</p> <p>29D.8 The <i>Contractor</i> does not, without the prior written consent of the <i>Employer</i>, publish alone or in conjunction with any other person any articles, illustrations or videos relating to the <i>works</i> or this contract.</p> <p>29D.9 The Official Secrets Act 1989 applies to this contract from the starting date until the Defects Certificate or a termination certificate has been issued and the <i>Contractor</i> notifies his employees and his Subcontracts of their duties under such Act.</p> <p>29D.10 If the <i>Contractor</i> and its personnel fail to comply with Clause 29D.9, the <i>Employer</i> may terminate this contract in accordance with Clause 91.”</p>
<p>Interface with Other Contractors</p>	<p>Z33</p>	<p>INSERT a new clause 29E as follows:</p> <p>29E - Interface with Other Contractors</p> <p>29E.1 The <i>Contractor</i> allows other contractors access to the Site for both the execution of <i>works</i> and storage in accordance with the Access Regime. The other contractors are persons for whom the <i>Employer</i> is responsible and not Subcontractors.</p> <p>29E.2 The <i>Contractor</i> does not interfere with the <i>works</i> of other contractors and collaborates, cooperates and coordinates the <i>works</i> with the <i>works</i> of other contractors including in relation to interfaces and sequencing as set out in more detail in the Access Regime.</p> <p>29E.3 The <i>Contractor</i> shares site wide logistics with other contractors in accordance with the Access Regime.</p> <p>29E.4 The <i>Contractor</i> shall not be entitled to a compensation event in respect of any matter arising out of or in connection with this Clause 29E if the other contractors comply with the Access Regime and/or insofar as such compensation event arises out of or in connection with if the <i>Contractor’s</i></p>

		failure to comply with any obligations on its part under the Access Regime and/or this Clause 29E.
FOIA	Z34	<p>INSERT a new clause 29F as follows:</p> <p>“29F.1 The <i>Contractor</i> assists the <i>Employer</i> to respond to any Disclosure Request promptly and within any deadline set by the <i>Project Manager</i> and acknowledges that it is for the <i>Employer</i> to determine whether or not such information should be disclosed.</p> <p>29F.2 When requested to do so by the <i>Project Manager</i>, the <i>Contractor</i> promptly provides information in its possession relating to this contract and assists and co-operates with the <i>Project Manager</i> to enable the <i>Employer</i> to respond to a Disclosure Request within the time limit set out in the relevant legislation.</p> <p>29F.3 The <i>Contractor</i> or any Subcontractor does not respond directly to a Disclosure Request from any third parties unless expressly authorised to do so by the <i>Project Manager</i> or <i>Employer</i>”.</p>
Discrimination	Z35	<p>INSERT a new clause 29G as follows</p> <p>“29G.1 The <i>Contractor</i> does not discriminate directly or indirectly or by way of victimisation or harassment against any person contrary to the Race Relations Act 1976, the Sex Discrimination Act 1975, the Disability Discrimination Acts 1995 and 2005 or the Equality Act 2010 (the "Discrimination Acts").</p> <p>29G.2 The <i>Contractor</i> co-operates with and assists the <i>Employer</i> to satisfy its duty under the Discrimination Acts to eliminate unlawful discrimination and to promote equality of opportunity between persons of different racial groups and between disabled people and other people.</p> <p>29G.3 Where an employee or Subcontractor employed by the <i>Contractor</i> is required to carry out any activity alongside the <i>Employer's</i> employees in any premises, the <i>Contractor</i> ensures that each such employee or Subcontractor complies with the <i>Employer's</i> employment policies and codes of practice relating to discrimination and equal opportunities.</p> <p>29G.4 The <i>Contractor</i> notifies the <i>Project Manager</i> in writing as soon as he becomes aware of any investigation or proceedings brought against the <i>Contractor</i> under the Discrimination Acts in connection with this contract and:</p> <ul style="list-style-type: none"> • provides any information requested by the investigating body, court or tribunal in the timescale allotted, • attends (and permits a representative from the <i>Employer</i> to attend) any associated meetings,

		<ul style="list-style-type: none"> • promptly allows access to any relevant documents and information and • co-operates fully and promptly with the investigatory body, court or tribunal. <p>29G.5 The <i>Contractor</i> indemnifies the <i>Employer</i> against all costs, charges, expenses (including legal and administrative expenses) and payments made by the <i>Employer</i> arising out of or in connection with any investigation or proceedings under the Discrimination Acts resulting from any act or omission of the <i>Contractor</i>.</p> <p>29G.6 The <i>Contractor</i> includes in contract for each Subcontractor obligations substantially similar to those set out above.”</p>
Starting, Completion and Key Dates	Z36	<p>Clause 30.1</p> <p>After “The <i>Contractor</i>” DELETE the words “does not start” and INSERT “starts work on the starting date and starts”.</p> <p>After “on the Site” DELETE “until” and INSERT “on”.</p> <p>After “the first access date and” DELETE “does” and INSERT “proceeds with”</p> <p>After “the work” DELETE “so that” and INSERT “regularly, diligently and without delay in accordance with this contract so that:</p> <ul style="list-style-type: none"> • the Condition stated for each Key Date is met on or before the Key Date; and”
Starting, Completion and Key Dates	Z37	<p>Clause 30.2</p> <p>DELETE the words “The <i>Contractor</i> does the work so that the Condition stated for each Key Date is met by the Key Date” and INSERT “Not Used”.</p>
The programme	Z38	<p>Clause 31.3</p> <p>After “Works Information” INSERT “(including, but not limited to, an incompatibility of the programme with the Access Regime)”.</p>
Access to and use of the site	Z39	<p>Clause 33.1</p> <p>After “in this contract” INSERT “and in accordance with the Access Regime”.</p> <p>INSERT at the end of the clause: “The <i>Employer</i> does not guarantee uninterrupted or exclusive access to or use of the Site or any working areas.”</p>
Correcting Defects	Z40	<p>Clause 43.1</p> <p>INSERT after the full stop “The <i>Contractor</i> correct a Defect notwithstanding that the Defect was in part caused or contributed to by the action or inaction of Others.</p>

		The <i>Contractor</i> notifies the <i>Employer</i> of a compensation event if he considers that a Defect was in part caused or contributed to by the action or inaction of Others.”
Payment	Z41	<p>Clause 50.3</p> <p>After the words “information which” on the fourth line INSERT “the Works Information and”</p> <p>After the words “this contract requires” on the fourth line INSERT:</p> <p>“If the <i>Contractor</i> fails to submit a revised programme to the <i>Project Manager</i> for acceptance in accordance with this contract, 10 per cent (10%) of the amount due to the <i>Contractor</i> under Clause 50.2 not yet paid is retained by the <i>Employer</i> for so long as the <i>Contractor</i> is in default of submitting a revised programme to the <i>Project Manager</i> for acceptance in accordance with this contract.”</p>
	Z42	<p>Clause 51.4</p> <p>After the words “and is” DELETE “compounded annually” and INSERT “simple interest”.</p>
	Z43	<p>Clause 50.3</p> <p>INSERT a new clause 50.3 as follows:</p> <p>“The <i>Employer</i> may deduct from any payment due to the <i>Contractor</i>, any sum which is due from the <i>Contractor</i> to the <i>Employer</i>, whether under this contract or any other contract between the <i>Employer</i> and the <i>Contractor</i>.”</p>
Compensation Events	Z44	<p>Clause 60.1</p> <p>After the words “the following are” INSERT “compensation events, but only to the extent that:</p> <ul style="list-style-type: none"> • they are not due to any negligence, default, fault, unlawful act or omission or breach of or failure to comply with this contract by the <i>Contractor</i> or due to any acts and omissions (including tortious acts and omissions) of his Subcontractors and their employees, and • the <i>Contractor</i>, his Subcontractors and their employees take proper steps to mitigate the impact of the compensation events.” <p>Clause 60.1(1)</p> <p>After the words “accept a Defect” delete the word: or</p> <p>After the word “Defect” insert a comma “,” and also insert the following bullet point:</p> <ul style="list-style-type: none"> • a change made to take account of any mistake, ambiguity, inconsistency, inaccuracy, discrepancy or omission which the <i>Contractor</i> failed to notify to the <i>Employer</i> pursuant to Clause 17.4”

		<p>Clause 60.1(2)</p> <p>DELETE “The” and INSERT “Subject to the requirements of the Works Information regarding access and to the giving of proper and timely notice and proper coordination by the <i>Contractor</i> (including, where relevant, as set out in the Access Regime), the”.</p> <p>Clause 60.1(3)</p> <p>After “Accepted Programme” INSERT “provided that such delay in providing something is not caused or contributed to by the actions of the <i>Contractor</i>, any employee of the <i>Contractor</i> and/or any Subcontractor.”</p> <p>Clause 60.1(12)</p> <p>DELETE the text and INSERT “Not Used.”</p> <p>Clause 60.1(19)</p> <p>At the first bullet point and after the words “the <i>works</i>” INSERT “,” and DELETE “or”</p> <p>At the second bullet point and after the word “Programme,” INSERT “or</p> <ul style="list-style-type: none"> • prevents the <i>Contractor</i> from carrying out the work specified in clause 4.1.2 of the Protocol, <p>At the sixth bullet point and after the words “this contract” INSERT “and which is one of the events listed exhaustively below:</p> <ul style="list-style-type: none"> • war, hostilities (whether war be declared or not), invasion, act of foreign enemies, • rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, • riot, commotion, disorder, strike, lockout, labour or employment dispute, or difficulty or other concerted acts of workers or other disturbances, by persons other than the <i>Contractor’s</i> and/or Subcontractors’ personnel, • munitions of war, explosive materials, ionising radiation or contamination by radio-activity, except as may be attributable to the <i>Contractor’s</i> use of such munitions, explosives, radiation or radio-activity or • natural catastrophes such as earthquake, flood, hurricane, typhoon or volcanic activity. <p>(20) The <i>Employer</i> revokes a licence granted under clause 6.6 of the Protocol.”</p> <p>DELETE Clauses 60.2 and 60.3</p>
<p>Notifying Compensation Events</p>	<p>Z45</p>	<p>Clause 61.4</p> <p>At the final paragraph after the words “of his failure” DELETE “A failure by the <i>Project Manager</i> to reply within two weeks of this notification is treated as</p>

		acceptance by the <i>Project Manager</i> that the event is a compensation event and an instruction to submit quotations.”
Quotations for Compensation Events	Z46	<p>Clause 62.6</p> <p>After the words “to be accepted” DELETE “If the <i>Project Manager</i> does not reply to the notification within two weeks, and unless the quotation is for a proposed instruction or a proposed changed decision, the <i>Contractor’s</i> notification is treated as acceptance of the quotation by the <i>Project Manager</i>.”</p>
The Project Manager’s Assessments	Z47	<p>Clause 64.4</p> <p>After the words “to be accepted” DELETE “If the <i>Project Manager</i> does not reply within two weeks of this notification the notification is treated as acceptance of the <i>Contractor’s</i> quotation by the <i>Project Manager</i>.”</p>
Implementing compensation events	Z48	<p>Clause 65.1</p> <p>DELETE from “or” to the end of the clause and replace with “.”.</p>
The Employer’s title to Plant and Materials	Z49	<p>Clause 70.1</p> <p>DELETE “Whatever title the <i>Contractor</i> has to” and INSERT “The value of”.</p> <p>After “Plants and Materials” DELETE “which is”.</p> <p>After “Working Areas” DELETE “passes to the <i>Employer</i> if the Supervisor has marked it as for this contract” and INSERT:</p> <p>“is excluded from the Price for Work Done to Date unless</p> <ul style="list-style-type: none"> • the Plant and Materials are within the United Kingdom, • the <i>Contractor</i> demonstrates to the satisfaction of the <i>Project Manager</i> that the <i>Contractor</i> has unencumbered title to the Plant and Materials, • the Plant and Materials is stored separately and is clearly and visibly marked as for the <i>Employer</i> and this contract, • the Plant and Materials is adequately protected against water, theft, vandalism and other casualties, and • the Plant and Materials is insured against loss or damage while stored or in transit to the Working Areas for its full reinstatement value under a policy of insurance protecting the interests of the Parties in respect of the usual insured risks for the period until it is brought within the Working Areas.” <p>INSERT new clauses 70.2 to 70.5 as follows:</p> <p>“70.2 Where the value of Plant and Materials outside the Working Areas is included in the</p>

		<p>Price for Work Done to Date</p> <ul style="list-style-type: none"> • the <i>Contractor's</i> title in the Plant and Materials passes to the <i>Employer</i>, • the <i>Contractor</i> does not remove it from where it is stored except for use on the <i>works</i> and • the risk of loss or damage to the Plant and Materials remains with the <i>Contractor</i>. <p>70.3 Save as provided in Clause 70.2, the <i>Contractor's</i> title in Plant and Materials passes to the <i>Employer</i> when it is brought within the Working Areas, but the risk of loss or damage to the Plant and Materials remains with the <i>Contractor</i>.</p> <p>70.4 The <i>Contractor</i> does not remove Plant and Materials within the Working Areas from where it is stored except for use on the <i>works</i> or with the <i>Project Manager's</i> permission.”</p> <p>Amend that clause that was previously 70.2 to become 70.5 and DELETE “Whatever title the <i>Contractor</i> has to Plant and Materials passes to the <i>Employer</i> if it has been brought within the Working Areas.”</p>
<p>Risks and Insurance</p>	<p>Z50</p>	<p>Clause 84.2</p> <p>DELETE “Joint” on line 1.</p> <p>After “of the Parties” INSERT “as set out in the Insurance Table”</p> <p><u>In the insurance Table make the following amends:</u></p> <p>In the left column of the first line of the insurance table after “Plant and Materials” INSERT “in accordance with the <i>Contractor's</i> “All Risks” Insurance (CAR) , the details of which are set out in the Appendix to the Contract Data Part one”.</p> <p>In the right column of the first line of the table after “replacement” INSERT “or reinstatement”</p> <p>In the left column of the second line of the table after “Equipment” INSERT “in accordance with the <i>Contractor's</i> “All Risks” Insurance (CAR) as above”.</p> <p>In the right column of the second line of the table after “replacement” INSERT “or reinstatement”</p> <p>In the left column of the third line of the table after “with this contract” INSERT “in accordance with the Contractor’s Third Party Liability Insurance, the details of which are set out in the Appendix to the Contract Data Part one.”</p> <p>In the left column of the fourth line of the table after “with this contract” INSERT “in accordance with the Contractor’s Employer’s Liability Insurance, the details of which are as required by the law of this contract and to include an indemnity to principals clause.”</p>

		INSERT a final row and in the left column insert “professional indemnity insurance in accordance with the details set out in the Appendix to the Contract Data Part one” and in the right column insert “£10,000,000.00 in respect of each and every claim”.
Termination	Z51	Clause 90.2 Termination Table: On the first line under the reason heading, AMEND the numbering from “R1-21” to “R1-27” and the numbering from “R1-15” to “R1-R15, R18” and the numbering from “R18” to “R22-R27”.
	Z52	INSERT a new clause 91.8 as follows: “The <i>Employer</i> may terminate this contract by notifying the <i>Contractor</i> if <ul style="list-style-type: none"> • an act of fraud occurs or the <i>Contractor</i> is convicted under either legislation creating offences in respect of fraudulent acts or any other legislation relating to the conduct of a business or profession (R22), • the <i>Employer</i> is of the reasonable opinion that there has been a material breach of this contract by the <i>Contractor</i> (R23), • it is discovered that the <i>Contractor</i> ought to have been excluded from the tender process for the <i>works</i> pursuant to Regulation 57 of the Public Contracts Regulations 2015 (R24), • the <i>Contractor</i> breaches its obligations relating to fair payment, anti-corruption, modern slavery, GDPR, confidentiality or official secrets in Clauses 26A, 29C and 29D or is in breach of Clause X4.2 (R25), • the cap on delay damages is reached (R26); and/or • the <i>Contractor</i> fails to comply with any obligations relating to the payment of any taxes or social security contributions or fails to comply with a request from the <i>Employer</i> to provide information reasonably required to demonstrate such compliance (R27).”
Procedures on termination	Z53	INSERT new clauses 92.3 to 92.6 as follows: 92.3 Upon expiry or termination of all or any part of this contract, the <i>Contractor</i> provides all reasonable assistance and information to the <i>Employer</i> (and to any replacement contractor appointed by the <i>Employer</i>) if requested, to the extent necessary to effect an orderly assumption of the <i>works</i> by the <i>Employer</i> or the replacement contractor. 92.4 Save as otherwise expressly provided in this contract <ul style="list-style-type: none"> • termination or expiry of this contract is without prejudice to any rights, remedies or obligations accrued under this contract prior to termination or expiration and nothing in this contract

		<p>prejudices the right of either Party to recover any amount outstanding at such termination or expiry and</p> <ul style="list-style-type: none"> • termination of this contract does not affect the continuing rights, remedies or obligations of the <i>Employer</i> or the <i>Contractor</i> under Clauses 51 (Payment), 29D (Confidentiality and Official Secrets), 70 (Title), 92, (Procedures on termination), 93 (Payment on termination) and any other provision of this contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this contract. <p>92.5 On the termination of this contract for any reason, the <i>Contractor</i></p> <ul style="list-style-type: none"> • immediately returns to the <i>Employer</i> all Confidential Information, and any intellectual property materials of the <i>Employer</i> relating to this contract in its possession or in the possession or under the control of any Subcontractors, which was obtained or produced in the course of Providing the Works, • immediately delivers to the <i>Employer</i> all property (including materials, documents, information and access keys) provided to the <i>Contractor</i> for the purposes of this contract. Such property is to be handed back in good working order (allowance to be made for reasonable wear and tear), • assists and co-operates with the <i>Employer</i> and provides all reasonable assistance to ensure an orderly transition of the <i>works</i> to a replacement contractor and/or the completion of any work in progress and • promptly provides all information concerning the <i>works</i> free of charge which may reasonably be requested by the <i>Employer</i> for the purposes of adequately understanding the provision of the <i>works</i> or for the purpose of allowing the <i>Employer</i> or the replacement contractor to conduct due diligence. <p>92.6 If the <i>Contractor</i> does not immediately return all Confidential Information, and any intellectual property materials of the <i>Employer</i> relating to this contract and <i>Employer's</i> property, the <i>Employer</i> may recover possession thereof and the <i>Contractor</i> grants a licence to the <i>Employer</i> or its appointed agents to enter (for the purposes of such recovery) any premises of the <i>Contractor</i> or Subcontractors where any such items may be held.”</p>
Option W1	Z54	DELETE all the text and INSERT “Not used”.
Option W2	Z55	Clause W2.1 DELETE “is” and replace it with “may be”.

	Z56	<p>Clause W2.3</p> <p>INSERT new clause W2.3(4A) as follows:</p> <p>“The <i>Adjudicator</i> has the power to determine more than one dispute under this contract at the same time and, if requested to do so by either Party, determines 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.”</p>
	Z57	<p>Clause W2.4</p> <p>AMEND the heading from “Review by the tribunal” to “Tribunal”</p> <p>In sub clause (1) DELETE “does not” and insert “may”.</p> <p>After the word “tribunal” INSERT “unless it has first been decided by the <i>Adjudicator</i> in accordance with the contract”.</p> <p>In sub clause (2) after “may not” on the third line INSERT “then”.</p> <p>In sub clause (3) after “<i>Adjudicator</i>” on the second and fifth lines INSERT “(if applicable)”.</p> <p>In sub clause (5) after “<i>Adjudicator</i>” INSERT “(if applicable)”.</p>
	Z58	<p>INSERT a new clause W2.5 as follows:</p> <p>“W2.5 - Negotiation</p> <p>W2.5(1) Subject to each Party’s right to refer a dispute to adjudication, prior to the commencement of an adjudication, the Parties shall attempt to resolve the dispute in good faith.</p> <p>(2) Without prejudice to Clause Y2.4 of this contract, notwithstanding the existence of a dispute or any reference of a dispute to the <i>Adjudicator</i>, a tribunal or to be resolved in good faith under Clause W2.5.1 the <i>Contractor</i> continues to perform its obligations under this contract and is not relieved of his obligations to Provide the Works in accordance with this contract.”</p>
Option X1	Z59	DELETE the text and INSERT “Not used”.
Option X2	Z60	<p>Clause X2.1</p> <p>After “contract date” INSERT “provided that the <i>Contractor</i> was not aware of such change and that such a change was not capable of being reasonably foreseen by a prudent and competent contractor experienced in carrying out and completing <i>works</i> of a similar size, scope, nature, complexity and value to the <i>works</i>, in either case, as at the Contract Date.”</p> <p>After “reduced” on the final line INSERT “The <i>Contractor</i> agrees that a prudent and competent contractor in the circumstances detailed above would have</p>

		undertaken a review of proposed or pending legislation that might reasonably be expected to have an impact on the <i>works</i> .”
Option X3	Z61	DELETE the text and INSERT “Not used”.
Option X4	Z62	<p>Clause X4.1</p> <p>DELETE “If a parent company owns the <i>Contractor</i>,” and INSERT “Where the Contract Data states that Option X4 applies to this contract, at the same time as entering into this contract”</p> <p>DELETE “gives” on the third line and INSERT “provides”</p> <p>DELETE “guarantee by the” on the third line</p> <p>After the word “company” on the third line, DELETE the rest of the text and INSERT “guarantee of the <i>Contractor</i>’s performance executed by the <i>Contractor</i>’s ultimate parent company in the form set out in Schedule 3. The <i>Contractor</i> acknowledges and agrees that the <i>Employer</i> shall not be bound to make any or all payments to the <i>Contractor</i> under this contract until the <i>Contractor</i> provides such parent company guarantee to the <i>Employer</i>”.</p> <p>INSERT a new clause X4.2 as follows:</p> <p>“The <i>Contractor</i> notifies the <i>Employer</i> immediately if the company providing the guarantee under Clause X4.1 ceases to be the ultimate parent company of the <i>Contractor</i>. In such eventuality, the <i>Contractor</i> gives to the <i>Employer</i>, within 15 days of such event and in the form set out in Schedule 3, a replacement guarantee duly executed by the <i>Contractor</i>’s ultimate parent company or such other replacement guarantor as the <i>Employer</i> in its sole and absolute discretion approves. To the extent that there are no outstanding claims, the original guarantor will be released from the provisions of the original guarantee on the receipt of a replacement guarantee from the new company which meets the requirements of this contract.”</p>
Option X6	Z63	DELETE the text and INSERT “Not used”
Option X7 Delay damages	Z64	Clause X7.1 After “the <i>Contractor</i> pays” INSERT “, subject to Clause X18.6,”.
	Z65	Clause X7.2 DELETE “with” on line two and INSERT “without “ DELETE the last sentence of the clause.
	Z66	INSERT new clauses X7.4 to X7.6 as follows: “X7.4 The <i>Contractor</i> agrees that the delay damages are fair and reasonable in all respects, are proportionate to the legitimate interest of the <i>Employer</i> and

		<p>represent the <i>Employer's</i> genuine pre-estimate of all losses the <i>Employer</i> may sustain as a result of late Completion except for those losses referred to in Clause X7.7.</p> <p>X7.5 The <i>Employer</i> may at its option recover delay damages by way of deductions from any sum due to the <i>Contractor</i> under this contract and/or by inclusion in any pay less notice.</p> <p>X7.6 The delay damages</p> <ul style="list-style-type: none"> • are, subject to Clauses 25.3 and X7.7, the only damages due from the <i>Contractor</i> in respect of any failure to achieve Completion for the whole of the <i>works</i> or any section of the <i>works</i> by the Completion Date other than in the event of termination before Completion of the whole of the <i>works</i>, and • do not relieve the <i>Contractor</i> from his obligation to Provide the Works, or from any other duties, obligations or responsibilities which he may have under this contract. <p>If these delay damages are found for any reason to be void, invalid or otherwise inoperative so as to disentitle the <i>Employer</i> from claiming delay damages as liquidated damages on account of delay to Completion of the whole of the <i>works</i> or any section of the <i>works</i>, the relevant provisions are deemed to be deleted from this contract and the remainder of this contract remains in full force and effect. For the avoidance of doubt, the <i>Employer</i> is entitled to recover from the <i>Contractor</i> general damages in respect of all losses which the <i>Employer</i> will sustain as a result of any delay in reaching Completion of the whole of the <i>works</i> or any section of the <i>works</i>, provided that such general damages, except for those losses referred to in Clauses X7.7 do not exceed the delay damages which would have been due under this contract had Clause X7.1 (or the relevant part thereof) remained enforceable.”</p>
Option X12 Partnering	Z67	DELETE and replace with “Not used”.
Option X14	Z68	DELETE the text and INSERT “Not used”.
Option X15	Z69	<p>Clause X15.1</p> <p>After “his design” on the first line, INSERT “(including the preparation by him of any specifications and the selection by him of any Plant or Materials),</p> <p>On the third line DELETE from “reasonable” to the end of the clause and INSERT “in the preparation of such design, all skill, care and diligence to be expected of a properly qualified, competent designer experienced in designing <i>works</i> of a similar size, scope, nature, complexity and value to the <i>works</i> or the</p>

		<p>relevant part of the <i>works</i> and under the same or similar circumstances, and who is seeking to comply with his contractual obligations and all applicable law.”</p> <p>INSERT new clause X15.3 as follows:</p> <p>“The <i>Contractor</i> ensures that those parts of the <i>works</i> executed in accordance with the <i>Contractor’s</i> design</p> <ul style="list-style-type: none"> • comply with the Works Information, • comply with (or will allow the <i>Employer</i> to comply with) the applicable law relevant to the <i>works</i> and • comply with the requirements of the Works Information with regard to the operation and maintenance of the <i>works</i>.”
Option X17	Z70	DELETE the text and INSERT “Not used”
Option X18	Z71	<p>Clause X18.1</p> <p>DELETE “The” on line 1 and INSERT “Without prejudice to the <i>Employer’s</i> rights under Clauses X7 or where otherwise expressly stated in this contract, the”</p> <p>DELETE “the <i>Employer’s</i>” on the second line and INSERT “loss of revenue, loss of opportunity, loss of any contract, loss of profit or for any”</p> <p>After “consequential loss” INSERT “suffered or incurred in connection with this contract”.</p> <p>DELETE the text of Clauses X18.2 and X18.3 and replace with “Not Used”.</p> <p>Clause X18.4</p> <p>DELETE “as stated in this contract”</p> <p>On the bullet point list, at the end of the second bullet DELETE “and low performance damages if Option X17 applies” and INSERT: “,</p> <ul style="list-style-type: none"> • loss of or damage to the <i>Employer’s</i> property, • personal injury or death arising from negligence, • damage to the property of Others, • fraud, • gross negligence or wilful default, • amounts that are or should have been covered by any of the insurances required to be taken out and maintained under this contract, • matters for which the <i>Contractor</i> has given an indemnity and <ul style="list-style-type: none"> • direct loss arising from a termination due to reasons R22-26” <p>INSERT new clauses X18.6 to 18.7 as follows:</p>

		<p>“X18.6 The <i>Contractor’s</i> total liability for delay damages pursuant to Clause X7 (including any general damages for delay payable as a result of the operation of Clause X7.6) is limited to the amount stated in the Contract Data.</p> <p>X18.7 This Clause X18 does not limit the liability of any Party in any case of fraudulent misstatement or personal injury or death arising from negligence.”</p>
Option X20	Z72	DELETE the text and INSERT “Not used”.
Option Y(UK)1	Z73	DELETE the clauses and INSERT “Not used”.
Option Y(UK)2	Z74	<p>Clause Y2.2:</p> <p>DELETE “fourteen days or a different period for payment if stated in the Contract Data” and INSERT the “later of thirty days”</p> <p>MOVE “on which payment is due” to a bullet point under the previous sentence and INSERT ‘and</p> <ul style="list-style-type: none"> • of receipt by the <i>Employer</i> of a valid VAT invoice for the sums due.” <p>Clause Y2.3:</p> <p>DELETE “seven days” and INSERT “one day”.</p>
Option Y (UK)3	Z75	<p>INSERT at the end of Clause Y(UK)3 before the full stop:</p> <p>“provided that the <i>Contractor</i> agrees that an Affiliate of the <i>Employer</i> may enforce the terms of this contract from the date of this contract.”</p> <p>INSERT new Clauses Y(UK) 3.2 and 3.3 as follows:</p> <p>“Y(UK)3.2 Any right of the <i>Employer</i> and the <i>Contractor</i> to agree any amendment, variation, waiver or settlement in respect of this contract or its terms or to terminate the <i>Contractor’s</i> obligation to Provide the Works under this contract shall not require the consent of any person or organisation who has acquired rights under Clause Y3.1.</p> <p>Y(UK)3.3 Save as otherwise provided in Clause Y(UK)3 .1, nothing contained in this contract shall confer on any person or organisation any benefit or right to enforce any term of this contract whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise.”</p>

Contract Data	Z76	<p>In the section headed “If Option X18 is used”,</p> <ul style="list-style-type: none">• In bullet point 1, DELETE “indirect or consequential loss” and replace with “the matters referred to in Option X18.1”.• DELETE bullet point 2• DELETE bullet point 3 <p>INSERT a new bullet point at the end as follows:</p> <p>“The Contractor’s liability for the matters referred to in Option X18.6 (delay damages under Option X7 is [insert]).</p>
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SCHEDULE 1
FORM OF SUB-CONTRACTOR COLLATERAL WARRANTY

SCHEDULE 2
NOT USED

SCHEDULE 3
PARENT COMPANY GUARANTEE

SCHEDULE 4
NOT USED

APPENDIX

	Insurance against	Policy Details
<p>Details of Insurances referred to in the Insurance Table and the additional insurances in Contract Data Part one</p>	<p>Loss of or damage to the works, Plant and Materials</p>	<p>Contractors “All Risks” Insurance (CAR)</p> <p>Insureds</p> <p style="padding-left: 40px;"><i>Contractor</i></p> <p style="padding-left: 40px;"><i>Employer</i></p> <p style="padding-left: 40px;">as appropriate, each for their respective rights and interests in this contract.</p> <p>Insured property</p> <p style="padding-left: 40px;">The permanent and temporary works, materials, goods, plant and equipment for incorporation in the <i>works</i> (plus constructional plant, tools, accommodation and equipment belonging to or the responsibility of the <i>Contractor</i> or its Subcontractors) and all other property used or for use in connection with <i>works</i> associated with this contract.</p> <p>Coverage</p> <p style="padding-left: 40px;">“All Risks” of physical loss, damage or destruction to the Insured Property unless otherwise excluded.</p> <p>Cover features and extensions</p> <p style="padding-left: 40px;">Terrorism.</p> <p style="padding-left: 40px;">Additional costs of completion clause.</p> <p style="padding-left: 40px;">Professional fees clause.</p> <p style="padding-left: 40px;">Debris removal clause.</p> <p style="padding-left: 40px;">Seventy two (72) hour clause.</p> <p style="padding-left: 40px;">European Union local authorities clause.</p> <p style="padding-left: 40px;">Free issue materials clause.</p> <p style="padding-left: 40px;">Ten per cent (10%) escalation clause.</p> <p style="padding-left: 40px;">Automatic reinstatement of sum insured clause.</p> <p style="padding-left: 40px;">Loss minimisation.</p> <p style="padding-left: 40px;">Plans and specifications clause.</p>

		<p>Guarantee maintenance or extended maintenance to the extent available.</p> <p>Payments on account.</p> <p>Temporary repairs.</p> <p>Offsite storage and repairs.</p> <p>Fire Joint Code of Practice.</p> <p>Multiple insured clause incorporating the Employer as a co-insured party with attendant non vitiation, waiver of subrogation and notice of cancellation provisions.</p> <p>Principal exclusions</p> <p>War and related perils.</p> <p>Nuclear/radioactive risks.</p> <p>Pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.</p> <p>Wear, tear and gradual deterioration.</p> <p>Consequential financial losses.</p> <p>Cyber risks.</p> <p>Inventory losses, fraud and employee dishonesty.</p> <p>Faulty design, workmanship and materials DE5 or LEG3/06</p>
	<p>Liability for loss of or damage to property (except the <i>works</i>, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) caused by activity in connection with this contract</p>	<p>Construction Third Party Liability Insurance</p> <p>Insured</p> <p><i>Contractor</i></p> <p><i>Employer</i></p> <p>as appropriate, each for their respective rights and interests in this contract.</p> <p>Interest</p> <p>To indemnify the insured in respect of all sums which the Insured may become legally liable to pay, whether contractually or otherwise, (including claimant's costs and expenses) as damages in respect of accidental; death or</p>

		<p>bodily injury, illness or disease contracted by any person;</p> <p>loss or damage to property;</p> <p>happening during the period of insurance and arising out of or in connection with this contract.</p> <p>Cover features and extensions</p> <p>Cross liability clause.</p> <p>Contingent motor vehicle liability.</p> <p>Legal defence costs.</p> <p>Multiple insured clause incorporating the Employer as a co-insured party with attendant non vitiation, waiver of subrogation and notice of cancellation provisions.</p> <p>Health & Safety at Work Act(s) clause.</p> <p>Data Protection Act clause.</p> <p>Defence appeal and prosecution costs relating to the Corporate Manslaughter and Corporate Homicide Act 2007.</p> <p>Principal exclusions</p> <p>War and related perils.</p> <p>Nuclear/radioactive risks.</p> <p>Liability for death, illness, disease or bodily injury sustained by employees of the insured arising out of the course of their employment.</p> <p>Liability arising out of the use of mechanically propelled vehicles whilst required to be compulsorily insured by legislation in respect of such vehicles.</p> <p>Liability in respect of predetermined penalties or liquidated damages imposed under any contract entered into by the insured.</p> <p>Liability in respect of loss or damage to property in the care, custody and control of the insured.</p> <p>Events more properly covered under a professional indemnity insurance policy.</p>
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		<p>Liability arising from the ownership, possession or use of any aircraft or marine vessels.</p> <p>Liability arising from seepage and pollution unless caused by a sudden, unintended and unexpected occurrence.</p> <p>Losses indemnified under the Construction “All Risks” Insurance policy.</p> <p>Liability arising from toxic mould.</p> <p>Liability arising from asbestos.</p> <p>Cyber risks.</p> <p>Motor Third Party Liability Insurance</p> <p>As required by law in the United Kingdom and to include an indemnity to principals clause</p>
	<p>Liability of the <i>Contractor</i> for claims made against him arising out of his failure to use skill and care normally used by professionals providing services similar to the services</p>	<p>Professional Indemnity Insurance</p> <p>Insured</p> <p><i>Contractor</i></p> <p>Interest</p> <p>To indemnify the insured for all sums which the insured shall become legally liable to pay (including claimants costs and expenses) as a result of any claim or claims first made against the Insured during the period of insurance by reason of any act, error and/or omission arising from or in connection with this contract.</p> <p>Cover features and extensions</p> <p>Loss of documents and computer records extension.</p> <p>Legal liability assumed under contract, duty of care agreements and collateral warranties.</p> <p>Principal Exclusions</p> <p>War and related perils.</p> <p>Nuclear/radioactive risks.</p> <p>Insolvency of the Insured.</p> <p>Bodily injury, sickness, disease or death sustained by any employee.</p>

NEC3 Engineering and Construction Contract Option A

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