

## CONDITIONS OF CONTRACT

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#### Form of Contract:

The Terms and Conditions of Contract are the JCT Intermediate Building Contract 2011 Edition incorporating amendment Nr 1 published by Sweet & Maxwell on behalf of the Joint Contracts Tribunal Ltd.

#### The Employer:

Newport Pagnell Town Council, 80 High Street Newport Pagnell Bucks MK16 8AQ

### RECITALS

#### First “The Works”

The Employer, Newport Pagnell Town Council, wishes the following Works to be carried out, which will be referred to here after as ‘the Works’:

#### Scope

The project comprises mainly of a car park extension at a leisure centre, plant and tree planting and installation of new timber fencing to suit. There are also works required to widen the entrance from Tickford Street into the Middleton Pool and Fitness Centre and to repaint the double yellow lines down this private road. These works are an add on function, which may not form part of the final works agreed.

At Tickford St, Newport Pagnell, Buckinghamshire MK16 9BG

#### Second “The Contract Drawings”

- Clancy Consulting 4/5854\_01\_01, 4/5854\_02\_01
- The Landscape Partnership B15046\_101A
- Proposed Widening of Entrance (2 general layout plans)

#### Third Documents

The contract brief to be read in conjunction with the instructions and notes to tenderers.

Newport Pagnell Town Council has supplied the Contractor with the following documentation:

- Instructions to Tenderers
- Scope of Works
- Specification
- Pricing Document
- Conditions of Contract
- Form of Tender
- Form of Agreement
- Drawings
- Appendix A

**Fourth Pricing**

This is a fixed price tender, the contractor has priced all relevant Sections and carried forward to the form of tender and the main summary. All pricing to be signed by the appropriate people and witnessed by an independent person

**Fifth Construction Industry Scheme (CIS)**

For the purposes of the Construction Industry Scheme (CIS) under the Income and Corporation Taxes Act 1988, the status of the Employer is, as at the Base Date, that stated in the contract particulars

**Sixth** Recital to be deleted.

**Seventh Construction (Design and Management) Regulations 2015 (CDM 2015)**

For the purposes of the Construction (Design and Management) Regulations 2015 the status of the project that comprises or includes the Works is stated in the contract particulars.

**ARTICLES****Article Three: Architect/Contract Administrator**

For the purposes of this contract the Architect/Contract Administrator is:

Name	Address
CLOSE UK Limited	Unit 2 Apollo Office Court Radcliffe Road Gawcott MK46 5JL Tel: 01280 824 097

Or if they cease to be the Architect/Contract Administrator, such other person as the Employer shall nominate in accordance with clause 3.4 of the Conditions.

**Article Four: Quantity Surveyor**

For the purposes of this contract the Quantity Surveyor is:

Name	Address
CLOSE UK Limited	Unit 2 Apollo Office Court Radcliffe Road Gawcott MK46 5JL Tel: 01280 824 097

Or if they cease to be the Architect/Contract Administrator, such other person as the Employer shall nominate in accordance with clause 3.4 of the Conditions.

\*if the architect/contract administrator is to fulfil the role of the quantity surveyor their name is to be entered in the Article Four.

**Article Five: Principal Designer**

The Principal Designer for the purposes of the CDM Regulations is the Architect/Contract Administrator\*:

Name	Address
TBC	TBC

or such replacement as the Employer at any time appoints to fulfil that role.

**Article Six: Principal Contractor**

The Principal Contractor for the purposes of the CDM Regulations is the Contractor, or such replacement as the Employer at any time appoints to fulfil that role

**Article Seven: Adjudication**

If any dispute or difference arises under this Contract, either party may refer it to adjudication in accordance with clause 9.2.

**Article Eight: Arbitration**

Where Article 8 applies, then subject to Article 7 and the exceptions set out below, any dispute or difference between the parties of any kind whatsoever arising out of or in connection with this Contract, whether before, during the progress or after completion or abandonment of the Works or after the termination of the Contractor's employment shall be referred to arbitration in accordance with clauses 9.3 to 9.8 and the JCT 2011 edition of the Construction Industry Model Arbitration Rules (CIMAR). The exceptions to this Article 8 are:

- Any disputes or differences arising under or in respect of the Construction Industry Scheme or VAT, to the extent that legislation provides another method of resolving such disputes or differences; and
- Any disputes or differences in connection with the enforcement of any decision of an Adjudicator

**Article Nine: Legal Proceedings**

Subject to Article Seven and to Article 8, the English courts shall have jurisdiction over any dispute or difference between the parties which arises out of or in connection with this Contract.

**CONTRACT PARTICULARS****PART ONE - GENERAL**

Clause	Subject	
Fifth Recital and Clause 4.5	Construction Industry Scheme (CIS)	Employer at the Base Date is not a Contractor for the purposes of CIS.
Seventh Recital	CDM Regulations	The project is notifiable.
Eighth Recital	Description of Sections	Does not apply.
Ninth Recital	Framework Agreement	Does not apply.
Tenth Recital and Schedule 5	Supplemental Provisions	All apply.
Article 8	Arbitration	Article 8 and clauses 9.3 to 9.8 apply.
1.1	Base Date	The date at which the document is to be tendered October 2015
1.1	CDM Planning Period	Shall mean the period of 2 weeks ending on the date of possession
1.1	Date for Completion of the Works	TBC
1.7	Addresses for Service of Notices etc. by Parties	Are those stated under the Articles.
2.4	Date of Possession of the Site	TBC

2.5	Deferment of Possession of the Site	Clause 2.5 applies. The maximum period of deferment is 6 weeks.
2.23.2	Liquidated Damages	At a rate of £250.00 per week.
2.30	Rectification Period	12 months from the date of Practical Completion of Works
4.6	Advance Payment	Does not apply and advance payment bond is not required.
4.7.1	Interim Payments – due dates	One month after date of possession.
4.8.1	Interim payments – percentage of value	95%
4.8.1	Percentage of the Total Value of the Works or Section	97.5%
4.9.4	Listed Items: Uniquely Identified	None required
4.9.5	Listed Items: Not uniquely Identified	None required
4.15 and Schedule 4	Contribution, Levy and Tax Fluctuations	Does not apply.
6.4.1.2	Contractor's Insurance: Injury to Persons or Property	£ 5,000,000.00
6.5.1	Insurance: Liability of Employer	£5,000,000.00
6.7 and Schedule 1	Insurance of the Works: Insurance Options	Insurance option C applies
6.7 and Schedule 1 (Insurance Option A (paragraph A.1 and A.3), B (paragraph B.1) or C (paragraph C.2) – Percentage to Cover Professional Fees	Percentage to Cover Professional Fees	15%
6.12	Joint Fire Code	The Joint Fire Code applies Where the joint fire code applies state whether the insurer in Schedule 1 Option A has specified that the works are a large project – YES
6.15	Joint Fire Code – Amendments/Revisions	The cost, if any, of compliance with amendment(s) or revision(s) to the Joint Fire Code shall be borne by the Contractor.
8.9.2	Period of Suspension	Period is 2 months
8.11.1.1 to 8.11.1.5	Period of Suspension	Period is 2 months

9.2.1	Adjudication	<p>The Adjudicator will be appointed by the Contract Administrator. If no-one is appointed then they will appoint either the President or Vice President or Chairman or Vice-chairman from:</p> <ul style="list-style-type: none"> <li>• Royal Institute of Chartered Surveyors</li> <li>• Chartered Institute of Arbitrators</li> </ul>
9.4.1	Arbitration	<p>The Arbitrator will be appointed by the Contract Administrator. If no-one is appointed then they will appoint either the President or Vice President or Chairman or Vice-chairman from:</p> <ul style="list-style-type: none"> <li>• Royal Institute of Chartered Surveyors</li> <li>• Chartered Institute of Arbitrators</li> </ul>

### 3.3 Additional Conditions of the Contract

#### Additional Clauses

The conditions of contract are as stated within the Contract Data, with the following additional conditions Z1 to Z20 inclusive.

Definition of	Z No.	No.	Clause
<b>Additional Clause Identified and Defined Terms for Additional Clauses</b>	Z1		<p>In these additional conditions of contract, the following terms are defined terms and shall have the meanings ascribed hereto:</p>
		(1)	<p>“Code” shall mean the Code of Practice for Employment published by the Equality and Human Rights Commission (as published from time to time) or any code that may replace it</p>
		(2)	<p>“Confidential Information” shall mean any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information which relates to the business, affairs, properties, assets, trading practices, works, developments, trade secrets, intellectual property rights, know-how, personnel, customers and suppliers of either Party and all personal data and sensitive personal data within the meaning of the DPA</p>
		(3)	<p>“Contracting Authority” shall mean any contracting authority as defined in Regulation 2 of the Public Contracts Regulations 2015 other than Newport Pagnell Town Council</p>
		(4)	<p>“Data Protection Officer” shall mean the officer of Newport Pagnell Town Council holding the post of “Data Protection Officer”, or such other person as Newport Pagnell Town Council may elect</p>
		(5)	<p>“DPA” shall mean the Data Protection Act 1998 as amended</p>

- (6) "EIR" shall mean the Environmental Information Regulations 2004
- (7) "FOIA" shall mean the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such legislation
- (8) "Information" shall have the meaning given under section 84 of the FOIA
- (9) "Local Commissioner" shall mean the Local Commissioner as appointed by the Commissioner for Local Administration in England or any successor body
- (10) "Requests for Information" shall have the meaning set out in FOIA or any apparent request for information under the FOIA or the EIR
- (11) "Subject Access Request" shall mean a request made under section 7 DPA
- (12) "Staff" shall mean all persons employed by the *Contractor* to perform the Contract together with the *Contractor's* servants, agents and subcontractors used in the performance of the Contract
- (13) "Works" shall mean the *works*
- (14) "Working Day" means a day (other than a Saturday or Sunday) on which banks are open for domestic business in the City of London

**Prevention of Corruption**

**Z2**

Newport Pagnell Council may terminate this Contract and recover all its loss if the *Contractor*, its employees or anyone acting on the *Contractor's* behalf do any of the following things:

- (a) offer, give or agree to give to anyone any inducement or reward in respect of this or any other *Employer* contract (even if the *Contractor* does not know what has been done); or
- (b) commit an offence under the Bribery Act 2010 or Section 117(2) of the Local Government Act 1972; or
- (c) commit any fraud in connection with this or any other *Employer* contract whether alone or in conjunction with Members of Newport Pagnell Council, *Contractors* or employees.  
Any clause limiting the *Contractor's* liability shall not apply to this clause.

**Local Commissioner**

**Z3**

Z3.1

Where the Local Commissioner conducts an investigation into a complaint out of or in connection with Providing the Works or any part of them, the *Contractor* shall:

- (a) provide any information requested by the Local Commissioner or by the *Employer* within the timescale allotted;

- (b) attend any meetings with the Local Commissioner and/or the *Employer* as required for the purposes of the investigation;
- (c) promptly allow access to and investigation of any relevant documents and data and if requested provide copies;
- (d) permit the Local Commissioner and/or the *Employer* to interview any members of its Staff in connection with the investigation;
- (e) permit the Local Commissioner and/or the *Employer* to interview any members of its Staff in connection with the investigation;
- (f) co-operate fully and promptly in every way required by the Local Commissioner during the course of the investigation; and
- (g) at the request of the *Employer*, issue a suitable apology to the complainant.

Z3.2

The *Employer* and the Contractor agree that the *Employer* shall take action in response:

- (a) to reports of the Local Commissioner in respect of the works which conclude that injustice has been caused to a person aggrieved in consequence of maladministration, such action to be commensurate with the findings of such reports; or
- (b) if, following a report referred to in Clause Z3.2(a), recommendations are made by the Local Commissioner, to comply with such recommendations.

Z3.3

The Contractor shall be liable for and shall fully and promptly indemnify the *Employer* against all costs, expenses and losses properly incurred or suffered arising, be it directly or indirectly, out of or in connection with the compliance with, or the implementation of any actions in response to, a report of, or recommendations by, the Local Commissioner pursuant to Clause Z3.2 to the extent that the said costs, expenses and losses are due to the Contractor's failure (through act or omission) to exercise the level of skill, care and diligence which would be reasonably expected from an efficient and effective contractor of the works.

**Confidentiality**

**Z4**

Z4.1

Each Party:

- (a) shall treat all Confidential Information belonging to the other Party as confidential and safeguard it accordingly; and
- (b) shall not disclose any Confidential Information belonging to the other Party to any other person without the prior written consent of the other Party, except to such persons and to such extent as may be necessary for the performance of the Contract or except where disclosure is otherwise expressly permitted by the provisions of the Contract.

- Z4.2 The *Contractor* shall take all necessary precautions to ensure that all Confidential Information obtained from Newport Pagnell Town Council under or in connection with the Contract:
- (a) is given only to such of the Staff and professional advisors or consultants engaged to advise it in connection with the Contract as is strictly necessary for the performance of the Contract and only to the extent necessary for the performance of the Contract;
  - (b) is treated as confidential and not disclosed (without prior written approval) or used by any Staff or such professional advisors or consultants otherwise than for the purposes of the Contract.
- Z4.3 The *Contractor* shall not use any Confidential Information it receives from Newport Pagnell Town Council otherwise than for the purposes of the Contract.
- Z4.4 The provisions of clauses Z5.1 to Z5.3 shall not apply to any Confidential Information received by one Party from the other:
- (a) which is or becomes public knowledge (otherwise than by breach of this clause);
  - (b) which was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;
  - (c) which is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;
  - (d) is independently developed without access to the Confidential Information; or
  - (e) which must be disclosed pursuant to a statutory, legal or parliamentary obligation placed upon the Party making the disclosure, including any requirements for disclosure under the FOIA or the EIR pursuant to clause Z6.
- Z4.5 Nothing in this clause shall prevent Newport Pagnell Town Council:
- (a) disclosing any Confidential Information for the purpose of:
    - (i) the examination and certification of Newport Pagnell Council accounts; or
    - (ii) any examination pursuant to Sections 44 and 46 of the Audit Commission Act 1998 of the economy, efficiency and effectiveness with which the Authority has used its resources; or
  - (b) disclosing any Confidential Information obtained from the *Contractor*:



			<p>(i) to any government department or any other Contracting Authority. All government departments or Contracting Authorities receiving such Confidential Information shall be entitled to further disclose the Confidential Information to other government departments or 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 government department or any Contracting Authority; or</p> <p>(ii) to any person engaged in providing any works or services to Newport Pagnell Town Council for any purpose relating to or ancillary to the Contract; provided that in disclosing information under subparagraph (b) Newport Pagnell Town Council discloses only the information which is necessary for the purpose concerned and requires that the information is treated in confidence and that a confidentiality undertaking is given where appropriate.</p>
		Z4.6	Nothing in this clause shall prevent either Party from using any techniques, ideas or know-how gained during the performance of the Contract in the course of its normal business, to the extent that this does not result in a disclosure of Confidential Information or an infringement of intellectual property rights.
		Z4.7	The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the text of this Contract is not confidential information. Newport Pagnell Town Council shall be responsible for determining in its absolute discretion whether any part of the Contract is exempt from disclosure in accordance with the provisions of the Act.
		Z4.8	Notwithstanding any other term of this Contract the <i>Contractor</i> hereby gives its consent for Newport Pagnell Town Council to publish this Contract in its entirety, including from time to time agreed changes to the Contract, to the general public in whatever form Newport Pagnell Town Council decides.
<b>Publicity</b>		Z4.9	The <i>Contractor</i> treats the contract and everything in it as confidential and does not give any information regarding the contract to any member of the Press or general public.
		Z4.10	The <i>Contractor</i> may publicise the <i>works</i> only with Newport Pagnell Town Council's written agreement.
<b>Freedom of Information</b>	<b>Z5</b>	Z5.1	The <i>Contractor</i> acknowledges that Newport Pagnell Town Council is subject to the requirements of the FOIA and the EIR and shall assist and cooperate with Newport Pagnell Town Council (at the <i>Contractor's</i> expense) to enable Newport Pagnell Town Council to comply with these Information disclosure requirements.
		Z5.2	The <i>Contractor</i> shall and shall procure that its subcontractors shall:

			<ul style="list-style-type: none"> <li>(a) transfer the Request for Information to Newport Pagnell Council as soon as practicable after receipt and in any event within two Working Days of receiving a Request for Information;</li> <li>(b) provide Newport Pagnell Town Council with a copy of all Information in its possession or power in the form that Newport Pagnell Town Council requires within five Working Days (or such other period as Newport Pagnell Council may specify) of Newport Pagnell Town Council requesting that Information; and</li> <li>(c) provide all necessary assistance as reasonably requested by Newport Pagnell Town Council to enable Newport Pagnell Town Council to respond to a Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the EIR.</li> </ul>
	Z5.3	Newport Pagnell Town Council shall be responsible for determining at its absolute discretion whether any Information:	<ul style="list-style-type: none"> <li>(a) is exempt from disclosure in accordance with the provisions of the FOIA or the EIR;</li> <li>(b) is to be disclosed in response to a Request for Information, and in no event shall the <i>Contractor</i> respond directly to a Request for Information unless expressly authorised to do so by Newport Pagnell Council.</li> </ul>
	Z5.4	The <i>Contractor</i> acknowledges that Newport Pagnell Town Council may, acting in accordance with the Department for Constitutional Affairs' Code of Practice on the Discharge of Functions of Public Authorities under Part I of the Freedom of Information Act 2000, be obliged under the FOIA or the EIR to disclose Information:	<ul style="list-style-type: none"> <li>(a) without consulting with the <i>Contractor</i>, or</li> <li>(b) following consultation with the <i>Contractor</i> and having taken its views into account.</li> </ul>
	Z5.5	The <i>Contractor</i> shall ensure that all Information produced in the course of the contract or relating to the Contract is retained for disclosure and shall permit Newport Pagnell Town Council to inspect such records as requested from time to time.	
	Z5.6	The <i>Contractor</i> acknowledges that any lists or schedules provided by it outlining Confidential Information are of indicative value only and that Newport Pagnell Town Council may nevertheless be obliged to disclose Confidential Information in accordance with clause Z6.4.	
<b>Equal Opportunities</b>	<b>Z6</b>	Z6.1	<p>The <i>Contractor</i> must:</p> <ul style="list-style-type: none"> <li>(a) operate an equal opportunities policy for as long as this Contract is in force; and</li> <li>(b) provide Newport Pagnell Town Council with a copy of any such policy at Newport Pagnell Town Council's request</li> </ul>

		Z6.2	The <i>Contractor</i> must use all reasonable endeavours to make sure that its equal opportunities policy complies with all statutory obligations as regards discrimination on the grounds of colour, race, nationality, cultural or ethnic origin, marital status, gender, age, disability, religion or sexual orientation in relation to: (a) decisions made by it in the recruitment, training or promotion of staff employed or to be employed in Providing the Works; (b) Providing the Works; and (c) the carrying out of its obligations under this Contract.
		Z6.3	In Providing the Works, the <i>Contractor</i> must observe as far as possible the Code and the Human Rights Act 1998
		Z6.4	The <i>Contractor</i> must provide Newport Pagnell Town Council with such information as it may reasonably require in order for Newport Pagnell Town Council to assess the <i>Contractor's</i> compliance with the Code.
		Z6.5	If any Court or Tribunal, or the Equality and Human Rights Commission (or any body which may replace the Commission) makes a finding that the <i>Contractor</i> has unlawfully discriminated against any person in Providing the Works then the <i>Contractor</i> must: (a) take all necessary steps to make sure that the unlawful discrimination does not happen again; and (b) notify Newport Pagnell Town Council in writing of the finding and the steps taken to prevent its re-occurrence.
<b>Right of Access and Audit</b>	<b>Z7</b>	Z7.1	The <i>Contractor</i> shall keep and maintain until six years after the Contract has been completed, or as long a period as may be agreed between the Parties, full and accurate records of the Contract including the <i>works</i> provided under it, all expenditure reimbursed by Newport Pagnell Town Council, and all payments made by Newport Pagnell Town Council. The <i>Contractor</i> shall on request afford Newport Pagnell Town Council or Newport Pagnell Town Council's representatives such access to those records as may be required by Newport Pagnell Town Council in connection with the Contract.
<b>Employer Policies</b>	<b>Z8</b>	Z8.1	Newport Pagnell Town Council has a whistle blowing policy to encourage its employees and the public to bring into the open issues concerning dishonesty involving Newport Pagnell Town Council. The <i>Contractor</i> shall ensure that its Staff are made aware of this policy which is available on Newport Pagnell Town Council's website.
		Z8.2	Where Newport Pagnell Town Council's "Customer Services Charter" is applicable to the <i>works</i> , the <i>Contractor</i> shall use its best endeavours to ensure that the standards set out in the Charter are met.
		Z8.3	Where the <i>Contractor</i> has been appointed as agent for Newport Pagnell Town Council and under this Contract is required to let contracts, the <i>Contractor</i> shall comply with Newport Pagnell

<b>Assignment and Sub-Contracting</b>	<b>Z9</b>	Z9.1	Town Council's Standing Orders relating to Contracts (contained in Part 4 of Newport Pagnell Town Council's Constitution available on Newport Pagnell Town Council's website).
		Z9.2	The <i>Contractor</i> shall not assign, sub-contract or in any other way dispose of the Contract or any part of it without the prior written approval of Newport Pagnell Town Council. The <i>Contractor</i> submits the names of each proposed subcontractor to Newport Pagnell Town Council for acceptance. A reason for not accepting the subcontractor is that his appointment will not allow the <i>Contractor</i> to Provide the Works. The <i>Contractor</i> does not appoint a proposed subcontractor until Newport Pagnell Town Council has accepted him.
<b>Health and Safety</b>	<b>Z10</b>	Z10.1	The <i>Contractor</i> shall promptly notify Newport Pagnell Town Council of any health and safety hazards, which may arise in connection with the performance of the Contract. Newport Pagnell Town Council shall promptly notify the <i>Contractor</i> of any health and safety hazards which may exist or arise at the premises of Newport Pagnell Town Council and which may affect the <i>Contractor</i> in the performance of the Contract.
		Z10.2	While on premises of Newport Pagnell Town Council, the <i>Contractor</i> shall comply with any health and safety measures implemented by Newport Pagnell Town Council in respect of Staff and other persons working on those premises.
		Z10.3	The <i>Contractor</i> shall notify Newport Pagnell Town Council immediately in the event of any incident occurring in the performance of the Contract on the premises of Newport Pagnell Town Council where that incident causes any personal injury, damage to property which could give rise to personal injury or any incident falling into scope of the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013.
		Z10.4	The <i>Contractor</i> shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to Staff and other persons working on premises in the performance of the Contract.
		Z10.5	The <i>Contractor</i> shall ensure that its health and safety policy statement (as required by the Health and Safety at Work etc Act 1974) is made available to Newport Pagnell Town Council on request.
		Z10.6	The <i>Contractor</i> shall at all times during the term of the Contract, provide and maintain all such vehicles, plant, machinery and equipment as are necessary for the proper performance of this Contract. Vehicles used on this Contract shall comply with the Supply of Machinery Regulations 1992 and be of a design, which is entirely suitable for the performance of this Contract. The <i>Contractor</i> shall procure that Newport Pagnell Town Council is kept advised at all times of any member of Staff who, subsequent to his/her commencement of employment as a member of Staff, receives a conviction or whose previous convictions become known to the <i>Contractor</i> .

<b>Security</b>	<b>Z11</b>		Site admittance
		Z11.1	The <i>Contractor</i> submits to Newport Pagnell Town Council 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 Newport Pagnell Town Council.
		Z11.2	Newport Pagnell Town Council may instruct the <i>Contractor</i> to take measures to prevent unauthorised persons being admitted on to the <i>site</i> . The instruction is a compensation event if the measures are additional to those required by the Works Information.
			Passes
		Z11.3	Employees of the <i>Contractor</i> and his subcontractors are to carry an <i>Employer's</i> pass whilst they are on the parts of the <i>site</i> stated in the Contract Data.
		Z11.4	The <i>Contractor</i> submits to Newport Pagnell Town Council for acceptance a list of the names of the people for whom passes are required. Newport Pagnell Town Council issues the passes to the <i>Contractor</i> . Each pass is returned to Newport Pagnell Town Council when the employee no longer requires access to that part of the <i>site</i> or after Newport Pagnell Town Council has given notice that the employee is not to be admitted to the <i>site</i> .
		Photographs	
		Z11.5	The <i>Contractor</i> does not take photographs of the <i>site</i> or the <i>works</i> or any part of them unless he has obtained the agreement of Newport Pagnell Town Council.
		Z11.6	The <i>Contractor</i> takes the measures needed to prevent his and his subcontractors' people taking, publishing or otherwise circulating such photographs. <i>(Use this clause if Newport Pagnell Town Council requires such a guarantee, otherwise delete)</i>
<b>Parent Company Guarantee</b>	<b>Z12</b>	Z12.1	It is a condition precedent to the obligation of Newport Pagnell Town Council to pay any sums under this contract that if the <i>Contractor</i> is a subsidiary within the meaning of the Companies Act 2006 the <i>Contractor</i> has provided to Newport Pagnell Town Council a parent company guarantee in the form set out in this contract duly executed as a deed by the <i>Contractor's</i> ultimate parent. <i>(Use this clause if the Contractor will be the Principal Contractor under the CDM Regulations)</i>
<b>Principal Contractor</b>	<b>Z13</b>	Z13.1	The <i>Contractor</i> is the Principal Contractor in terms of The Construction (Design and Management) Regulations 2015.
<b>The Contracts (Rights of Third Parties) Act 1999</b>	<b>Z14</b>	Z14.1	For the purposes of the Contracts (Rights of Third Parties) Act 1999, nothing in this contract confers or purports to confer on a third party any benefit or any right to enforce a term of this contract.

<b>Prevention of Corruption</b>	<b>Z15</b>	Z15.1	Newport Pagnell Town Council may terminate this Contract and recover all its loss if the <i>Contractor</i> , its employees or anyone acting on the <i>Contractor's</i> behalf do any of the following things: (a) offer, give or agree to give to anyone any inducement or reward in respect of this or any other <i>Employer</i> contract (even if the <i>Contractor</i> does not know what has been done); or (b) commit an offence under the Bribery Act 2010 or Section 117(2) of the Local Government Act 1972; or (c) commit any fraud in connection with this or any other <i>Contractor</i> contract whether alone or in conjunction with Members of Newport Pagnell Town Council, Contractors or employees.
		Z15.2	Any clause limiting the <i>Contract's</i> liability shall not apply to this clause.
<b>Termination under Public Contracts Regulations 2015</b>	<b>Z16</b>	Z16.1	The Authority shall be entitled by notice having immediate effect if any of the following grounds apply:- (a) Where the Agreement has been subject to a substantial modification that constitutes a new contract award (b) Where it is discovered after contract award that the Contractor should have been excluded on mandatory exclusion grounds (c) Where the Court of Justice of the European Union has declared a serious infringement by the Authority meaning that the Agreement should not have been awarded by the Authority to the Contractor
<b>Environmental, Social and Labour Requirements</b>	<b>Z17</b>	Z17.1	In performance of their obligations under the Agreement the Contractor shall comply with applicable obligations in the field of environmental, social and labour law, collective agreements and the international environmental social and labour law provisions listed in Annex X of the Public Contracts Directive
<b>Sub-Contractor Payments</b>	<b>Z18</b>	Z18.1	The Contractor shall pay all the invoices of its sub-contractors within 30 days of receipt and shall ensure that the same timescale for payment is passed down its supply chain