**DATED                                                    202[\*]**

|  |  |  |  |
| --- | --- | --- | --- |
|  | (1) | THE LORD MAYOR AND burgesses OF THE royal borough of kensington and chelsea |  |
|  |  |  |  |
|  | (2) | [conTRACTOR] |  |
|  |  |  |  |

|  |  |  |
| --- | --- | --- |
|  | BUILDING CONTRACT  Incorporating and amending the  **JCT Intermediate Building Contract with Contractor's Design, 2016 Edition**  **Relating to External heating distribution pipework replacement works at Cremorne Estate, South Kensington, London** |  |



THIS AGREEMENT is dated

PARTIES

1. **THE LORD MAYOR AND BURGESSES OF THE ROYAL BOROUGH OR KENSINGTON AND CHELSEA** of The Town Hall, Hornton Street, Kensington, London W8 7NX(Employer); and
2. **[CONTRACTOR]** incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [ADDRESS] (Contractor).

BACKGROUND

1. The Employer wishes to procure the design and construction of certain works.
2. The Contractor has agreed to carry out the design and construction of those works, as required by this agreement.
3. The Employer and Contractor have agreed to incorporate and amend the JCT Intermediate Building Contract with Contractor's Design, 2016 edition ("**JCT ICD**") as set out in this agreement.

AGREED TERMS

# INTERPRETATION

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

## Definitions:

|  |  |
| --- | --- |
| JCT Articles | 1. the section of the JCT ICD titled "Articles". |
| JCT Attestation | 1. the section of the JCT ICD titled "Attestation". |
| JCT Conditions | 1. the section of the JCT ICD titled "Conditions". |
| JCT Contract Particulars | 1. the section of the JCT ICD titled "Contract Particulars". |
| JCT Recitals | 1. the section of the JCT ICD titled "Recitals". |
| Schedule of Amendments | 1. the parties, background, agreed terms and schedules forming part of this agreement, which amend the JCT ICD. |

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

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

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

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

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

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

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

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

# INCORPORATION AND AMENDMENT OF THE JCT ICD

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

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

### it incorporates the JCT Articles, as amended by Part 2 of [Schedule](#schedule1) A;

### it incorporates the JCT Contract Particulars, as set out in Part 3 of [Schedule](#schedule1) A; and

### it incorporates the JCT Conditions, as amended by Part 4 of [Schedule](#schedule1) A.

## This agreement does not incorporate the JCT Attestation.

# GOVERNING LAW

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England.

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

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

|  |  |  |
| --- | --- | --- |
| The Common Seal of **THE LORD MAYOR AND BURGESSES OF THE ROYAL BOROUGH OF KENSINGTON AND CHELSEA** was hereunto affixed in the presence of: | ) |  |
|  | ) |  |
|  | ) |  |
|  | ) | ……………………………………………….. |
|  | ) | Authorised signatory |

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

1. - SCHEDULE OF AMENDMENTS
2. Recitals
3. FIRST RECITAL

Complete the First Recital with this description of the Works:

External heating distribution pipework replacement works at Cremorne Estate (as further detailed in the Contract Documents).

1. Second Recital

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

Pipework routing and containment.

1. Third Recital

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

As attached at Annex A.

1. Fourth Recital
   1. Delete the following:

"the Bills of Quantities"

"the Work Schedules"

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

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

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

"the Contractor has examined the Employer's Requirements and has agreed to accept full responsibility for any design contained in them."

1. Ninth Recital

Delete the whole of the Ninth Recital and replace with:

"Number not used".

1. Articles
2. ARTICLE 2: CONTRACT SUM

Complete Article 2 with this Contract Sum:

[SUM IN WORDS] (£[SUM IN FIGURES])

1. Article 3: ARCHITECT / CONTRACT ADMINISTRATOR

Complete Article 3 with this Architect / Contract Administrator:

Calfordseaden LLP of Kings Head Yard, London SE1 1NA (company number OC315838).

1. Article 4: QUANTITY SURVEYOR

Complete Article 4 with this Quantity Surveyor:

[NAME OF FIRM] of [ADDRESS] (company number [NUMBER]).

1. Article 5: PRINCIPAL DESIGNER

Complete Article 5 with this Principal Designer:

The Architect / Contract Administrator **OR** [NAME OF FIRM] of [ADDRESS] (company number [NUMBER]).

1. Article 6: Principal Contractor

Complete Article 6 with this Principal Contractor:

The Contractor **OR** [NAME OF FIRM] of [ADDRESS] (company number [NUMBER]).

1. NEW ARTICLE 10: EFFECT OF APPROVAL

Insert new Article 10:

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

1. Contract Particulars

| **Clause Reference** | **Subject** | **Particulars** | |
| --- | --- | --- | --- |
| *Fourth Recital* | Employer's Requirements  (*State reference numbers and dates or other identifiers of documents in which these are contained)* | As attached at Annex D to this Contract. | |
| *Sixth Recital* | Contractor's Proposals  (*State reference numbers and dates or other identifiers of documents in which these are contained*) | As attached at Annex E to this Contract. | |
| *Sixth Recital* | CDP Analysis  (*State reference numbers and dates or other identifiers of documents in which this is contained*) | As attached at Annex F to this Contract. | |
| *Eighth Recital and clause 4·6* | Construction Industry Scheme (CIS) | Employer at the Base Date is a ‘contractor’ for the purposes of the CIS. | |
| *Tenth Recital* | CDM Regulations | the project is notifiable. | |
| *Eleventh Recital* | Description of Sections (if any)  *(If not shown or described in the Bills of Quantities / Specification / Work Schedules or the Contract Drawings, state the reference numbers and dates or other identifiers of documents in which they are shown.)* | Not applicable. | |
| *Twelfth Recital* | Framework Agreement (if applicable)  *(State date, title and parties.)* | Not applicable | |
| *Thirteenth Recital and Schedule 5* | Supplemental Provisions  *(Where neither entry against an item below is deleted, the Supplemental Provision applies.)* | | |
| Collaborative working | Supplemental Provision 1 applies | |
| Health and safety | Supplemental Provision 2 applies | |
| Cost savings and value improvements | Supplemental Provision 3 applies | |
| Sustainable development and environmental considerations | Supplemental Provision 4 applies | |
| Performance indicators and monitoring | Supplemental Provision 5 applies | |
| Notification and negotiation of disputes | Supplemental Provision 6 applies | |
| Where Supplemental Provision 6 applies, the respective nominees of the Parties are | Employer’s nominee | Richard Stevenson |
| Contractor's nominee | [NAME] **[Note: To be completed by Contractor.]** |
| or such replacement as each Party may notify to the other from time to time. | |
| Article 8 | Arbitration | Article 8 and clauses 9.3 to 9.8 (Arbitration) do not apply. | |
| 1.1 | Base Date | The date of this Contract. | |
| 1.1 | BIM Protocol (where applicable)  *(State title, edition, date or other identifiers of the relevant documents)* | Not applicable | |
| 1.1 | Date for Completion of the Works  *(where completion by Sections does not apply)* | 6 May 2022 | |
| 1.1 | Sections: Dates for Completion of Sections | [SECTION DESCRIPTION] | [DATE] |
|  |  |
|  |  |
|  |  |
| 1.7 | Addresses for service of notices by the Parties  *(If none is stated, the address in each case, subject to clause 1.7.3, shall be that shown at the commencement of the Agreement.)* | Employer: The Town Hall, Hornton Street, Kensington, London W8 7NX | |
| Contractor: [ADDRESS] **[Note: To be completed by Contractor.]** | |
| 2.4 | Date of Possession of the site  *(where possession by Sections does not apply.)* | 10 May 2021 | |
| 2.4 | Sections: Dates of Possession of Sections | [SECTION DESCRIPTION] | [DATE] |
|  |  |
|  |  |
|  |  |
| 2.5 | Deferment of possession of the site  *(where possession by Sections does not apply)* | Clause 2.5  does not apply | |
| 2.5 | Sections: deferment of possession of Sections | Clause 2.5  does not apply | |
| 2.21A | Additional pre-requisites to achievement of practical completion | In addition to the matters listed at clause 2.21A, the following shall be a pre-requisite to achievement of practical completion:  Nil | |
| 2.23.2 | Liquidated damages  *(where completion by Sections does not apply)* | £[SUM] per week or pro rata for part thereof. | |
| 2.32.2 | Sections: rate of liquidated damages for each Section | Section: |  |
|  |  |
|  |  |
|  |  |
| 2.29 | Sections: Section Sums |  |  |
|  |  |
|  |  |
|  |  |
| 2.30 | Rectification Period (*where completion by Sections does not apply) (If no other period is stated, the period is 6 months.)* | 12 months from the date of practical completion. | |
| 2.30 | Sections: Rectification *Periods (If no other period is stated, the period is 6 months.)* |  |  |
|  |  |
|  |  |
|  |  |
| 4.7 | Advance payment  *(Not applicable where the Employer is a Local or Public Authority)* | Clause 4.7 does not apply | |
| 4.7 | Advance Payment Bond  *(Where an advance payment is to be made, an advance payment bond is required unless stated that it is not required.)* | An advance payment bond is not required | |
| 4.8.1 | Interim payments - Interim Valuation Dates  *(If no date is stated, the first Interim Valuation Date is one month after the Date of Possession)* | The first Interim Valuation Date is [DATE]  and thereafter the same date in each month or the nearest Business Day in that month  **[Note: The JCT ICD template provides for monthly invoicing and 28 day payment terms (the notional 'due date' is 7 days after the relevant Interim Valuation Date and the 'final date for payment' is 21 days after the due date). Further amendments will be required if this mechanism needs altering for a particular project (although please bear in mind the Fair Payment Charter and the PCR 2015).]** | |
| 4.9.1 | Interim payments - percentages of value  Where the Works, or those works in a Section, have not achieved practical completion, the percentage of total value in respect of the works that have not achieved practical completion is  *(The percentage is 95 per cent unless a different rate is stated.)*  Where the Works, or those works in a Section, have achieved practical completion, the percentage in respect of the completed works is  *(The percentage is 97 ½ per cent unless a different rate is stated.)* | 95 per cent  97.5 per cent | |
| 4.10.4 | Listed Items – uniquely identified  *(Delete the entry if no bond is required.)* | For uniquely identified Listed Items a bond in respect of payment for such items is required for [Insert details]  **OR**  [Not applicable] | |
| 4.10.5 | Listed Items – not uniquely identified  *(Delete the entry if clause 4.10.5 does not apply.)* | For Listed Items that are not uniquely identified a bond in respect of payment for such items is required for [Insert details]  **OR**  [Not applicable] | |
| 6.3B | Third party consents, approvals, licences and permissions | The Contractor is responsible for obtaining the following without addition to the Contract Sum:  **[Insert details of any third party consents, planning permissions, building control approvals etc. or, if the Contractor will not be responsible for obtaining any, insert ‘N/A’]** | |
| 6.4.1 | Contractor’s Public Liability Insurance: injury to persons or property – the required level of insurance cover is not less than | £10m for any one occurrence or series of occurrences arising out of one event.  **[Note: Contractor to provide evidence of public liability cover.]** | |
| 6.5.1 | Insurance – liability of Employer  *(Not required unless it is stated that it is required and the minimum amount of indemnity is stated)* | Insurance is required.  Minimum amount of indemnity for any one occurrence or series of occurrences arising out of one event  £10m  **[Note: Contractor to provide evidence of non-negligent liability cover.]** | |
| 6.7 and Schedule 1 | Works Insurance – Insurance Option applicable | Schedule 1: | |
| ~~Option A applies~~ |  |
| ~~Option B applies~~ |  |
| Option C applies |  |
| Percentage to cover professional fees  *(If no other percentage is stated, it shall be 15 per cent.)* | 15% | |
| Where Insurance Option A applies and cover is to be provided under the Contractor's annual policy (paragraph A.2), the annual renewal date is | **[Note: To be provided by Contractor (where the Contractor is responsible for insuring the Works).]** | |
| Where Insurance Option C applies, paragraph C.1 | applies | |
| 6.10 and Schedule 1 | Terrorism Cover – details of the required cover  *(Unless otherwise stated, Pool Re Cover is required.)* | Terrorism cover not required | |
| 6.15 | Joint Fire Code | The Joint Fire Code applies | |
| If the Joint Fire Code applies, state whether the insurer under Insurance Option A, B or C (paragraph C.2) has specified that the Works are a ‘Large Project’: | Yes | |
| 6.18 | Joint Fire Code – amendments/revisions  *(The cost shall be borne by the Contractor unless otherwise stated.)* | The cost, if any, of compliance with amendment(s) or revision(s) to the Joint Fire Code shall be borne by  the Contractor. | |
| 6.19 | Contractor's Designed Portion  Professional Indemnity Insurance  Level of cover  (*if an alternative is not selected the amount shall be the aggregate amount for any one period of insurance. A period of insurance for these purposes shall be one year unless otherwise stated*)  (*If no amount is stated, insurance under clause 6.19 shall not be required*) | Amount of Indemnity required | Relates to claims or series of claims arising out of one event and is £5m  **[Note: Contractor to provide evidence of PI cover.]** |
| Cover for pollution and contamination claims  (*if no amount is stated such cover shall not be required;, unless otherwise stated, the required limit of indemnity is an annual aggregate amount*) | Is required with a sub-limit of indemnity of £5m  **[Note: Contractor to provide evidence of pollution and contamination cover.]** | |
| Expiry of required period of CDP Professional Indemnity Insurance (after the date of practical completion of the Works) is | 12 years | |
| 7.2.1 | Performance bond or guarantee from bank or other approved surety. | is required | |
| The required form of the bond or guarantee is set out in Schedule C to the Schedule of Amendments. | |
| Value: 10% of the Contract Sum | |
| Period of validity: the expiry date of the performance bond or guarantee is to be | the date of practical completion of the Works / the date of issue of the certificate of making good for the Works | |
| Reduction in value - if expiring later than the date of practical completion of the Works, the percentage reduction in the initial value on that date is | 50% | |
| 7.2.2 | Guarantee from the Contractor's parent company | is required | |
| Parent company's name and registration number: [Insert details] | |
| The required form of the guarantee is set out in Schedule B to the Schedule of Amendments. | |
| 8.9.2 | Period of suspension  *(If none is stated, the period is 2 months.)* | 2 months | |
| 8.11.1.1 to 8.11.1.5 | Period of suspension  *(If none is stated, the period is 2 months.)* | 2 months | |
| 9.2.1 | Adjudication | The Adjudicator is to be nominated by the Adjudicator nominating body. | |
| Nominating body – where no Adjudicator is named or where the named Adjudicator is unwilling or unable to act (whenever that is established)  *(Where an Adjudicator is not named and a nominating body has not been selected, the nominating body shall be one of the bodies listed opposite selected by the Party requiring the reference to adjudication.)* | Royal Institute of British Architects |  |
| The Royal Institution of Chartered Surveyors |  |
| Constructionadjudicators.com |  |
| Association of Independent Construction Adjudicators |  |
| Chartered Institute of Arbitrators |  |

1. Conditions
2. Clause 1.1
   1. Amend these definitions:
      1. Agreement: add to the end of the definition, before the full stop:

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

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

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

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

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

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

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

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

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

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

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

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

"a person that has provided, or is to provide, finance in connection with the whole or any part of the Works or the completed Works, or the site of the Works, whether that person acts on its own account, as agent for a syndicate of other parties or otherwise."

* + 1. Purchaser: delete from and including "named or otherwise" to and including "the Rights Particulars"
    2. Recitals: add to the end of the definition, before the full stop:

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

* + 1. Tenant: delete from and including "named or otherwise" to and including "the Rights Particulars"
  1. Add these definitions:

“Applicable Laws: the laws of any member of the European Union or by the laws of the European Union applicable to the Contractor to process Personal Data."

“Confidential Information: information that ought to be considered confidential (however it is conveyed or on whatever media it is stored) including information the disclosure of which would, or would be likely to, prejudice the commercial interests of any person, trade secrets, intellectual property rights and know-how of either party and all personal data and sensitive personal data within the meaning of Data Protection Legislation.”

"Construction Products Regulations: the Construction Products Regulations 2013 (SI 2013/1387) and the Construction Products Regulation (305/2011/EU)."

"Data Protection Legislation: (i) unless and until the GDPR is no longer directly applicable in the UK, the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998."

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

“EIR: the Environmental Information Regulations 2004 together with any guidance and/or code of practice issued by the Information Commissioner or relative Government department in relation to such regulations.”

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

“Equalities Legislation: all applicable laws and regulations which make unlawful discrimination, harassment and/or victimisation on grounds of age, disability, sex, marital or civil partnership status, sexual orientation, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex and sexual orientation or temporary or part-time status in employment or otherwise including, without limitation, the Equality Act 2010, the Part-time Workers (Prevention of Less Favourable Treatment) Regulations 2000, the Fixed-term Employees (Prevention of Less Favourable Treatment) Regulations 2002 or any preceding, successor or amending laws or regulations concerning the same.”

“FOIA: the Freedom of Information Act 2000 and any subordinate legislation made under that Act together with any guidance and/or codes of practice issued by the Information Commissioners or relevant Government department in relation to that Act.”

“FOIA Code: “the Department of Constitutional Affairs Code of Practice on the Discharge of functions of Public Authorities under Part I FOIA or any replacement or revision of that Code.”

"GDPR: the General Data Protection Regulation ((EU) 2016/679)."

“Information: information as defined in Section 84 of the FOIA and which relates to the Contract (or any preceding tender process leading up to it), the Contractor, or any sub-contractor, of the Works.”

"Key Sub-contractor: a sub-contractor appointed by the Contractor to carry out design works and/or named or identified in Part 1 of Schedule E to the Schedule of Amendments and any replacement of a Key Sub-contractor."

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

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

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

“Request for Information (or "Request"): a request for Information within the meaning given in Section 1 of the FOIA or any request for Information under the EIR.”

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

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

“Working Day: the meaning given in Section 10 of the FOIA.”

1. Clause 1.3

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

1. Clause 1.6

Delete "Notwithstanding any other provision of this Contract" and replace with "Subject to clause 7 of this Contract".

1. CLAUSE 1.9

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

1. CLAUSE 1.11

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

1. NEW CLAUSE 1.13

Insert new clause 1.13:

"The appointment of the Contractor shall be deemed to have commenced with effect from the date when the Contractor first began to carry out any services or works relating to the Works. To the extent that any such services or works were carried out prior to or otherwise than pursuant to this Contract the Contractor warrants that he has carried out such services or works using the same standards of skill and care as those applicable under this Contract."

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

"ensure the proper integration, co-ordination and compatibility of the various components and elements that make up and comprise the Works, one with another and with the remainder of the Works; and"

1. NEW CLAUSE 2.1A

Insert a new clause 2.1A:

"**FOIA, EIR, Employer Policies and publicity**

.1 The Contractor acknowledges that, in order to be compliant with the FOIA and the EIR, the Employer may be obliged, on request, to provide or consider the provision of Information to third parties where that Information constitutes or may constitute Confidential Information. Subject to the provisions of this clause 2.1A, the Contractor shall assist and co-operate with the Employer (at the Contractor's expense) to facilitate the Employer's compliance with the FOIA and/or EIR in that regard.

.2 The Contractor shall:

(i) transfer any Request for Information that it or its sub-contractors receive, to the Employer as soon as practicable after receipt and in any event within 2 Working Days of receiving that Request for Information; and

(ii) provide the Employer with a copy of all Information in its or its sub-contractors' possession or power that the Employer reasonably considers is relevant to the Request in the form that the Employer requires as soon as practicable and in any event within 5 Working Days of the Employer requesting that Information and any follow up Information required by the Employer thereafter within 2 Working Days of the Employer's follow up request.

.3 The Contractor acknowledges that the Employer may, acting in accordance with the FOIA Code, be obliged under the FOIA or the EIR to disclose Information that is or may be Confidential Information:

(i) in certain circumstances without consulting the Contractor, or

(ii) following consultation with the Contractor and having taken the Contractor's views into account;

provided always that where clause 2.1A.3 applies, the Employer shall, in accordance with the recommendations of the FOIA Code, draw this to the attention of the Contractor prior to any disclosure.

.4 Subject to the Employer complying with its obligations under this clause 2.1A, the Employer shall not be liable for any loss, damage, harm or other detriment suffered by the Contractor or any sub-contractor arising from the disclosure of any Information whether or not such Information is Confidential Information falling with the scope of the FOIA or EIR.

.5 The Contractor shall indemnify the Employer against all claims, demands, actions, costs proceedings and liabilities that the Employer incurs due to the Contractor’s or any sub-contractor's breach of this clause 2.1A.

.6 The Contractor shall ensure that the terms of any sub-contract which it enters into with a sub-contractor replicate the provisions of this clause 2.1A such that the Employer has the same rights against a sub-contractor as it does against the Contractor under this clause 2.1A.

.7 The provisions of clauses 2.1A.1 to 2.1A.6 (inclusive) are without prejudice to paragraph 7 (Transparency) of Schedule 5 (Supplemental Provisions) to the JCT Conditions.

.8 The Contractor shall comply with all Equalities Legislation.

.9 The Contractor shall comply with the Employer’s Policies (if any).

.10 The Contractor shall not without the prior written consent of the Employer publish alone or in conjunction with any other person any articles, illustrations, photographs, videos or press announcements relating to the Works, or otherwise publicise this Contract or the Works, save in accordance with any legal obligation upon the Contractor to do so."

1. clause 2.1b

Insert a new clause 2.1B:

"Data Protection

.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 2.1B is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Employer is the data controller and the Contractor is the data processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation).

.3 Without prejudice to the generality of clause 2.1B.1, the Employer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Contractor for the duration and purposes of this Contract.

.4 Without prejudice to the generality of clause 2.1B.1, the Contractor shall, in relation to any Personal Data processed in connection with the performance by the Contractor of its obligations under this Contract:

.1 process that Personal Data only on the written instructions of the Employer as set out in the Data Processing Instructions Schedule attached at Schedule H to the Schedule of Amendments, or otherwise provided by the Employer, unless the Contractor is required by Applicable Laws. Where the Contractor is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, the Contractor shall promptly notify the Employer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Contractor from so notifying the Employer;

.2 ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Employer, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

.3 ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and

.4 not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Employer has been obtained and the following conditions are fulfilled:

.1 the Employer or the Contractor has provided appropriate safeguards in relation to the transfer;

.2 the data subject has enforceable rights and effective legal remedies;

.3 the Contractor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and

.4 the Contractor complies with reasonable instructions notified to it in advance by the Employer with respect to the processing of the Personal Data;

.5 assist the Employer in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

.6 notify the Employer without undue delay on becoming aware of a Personal Data breach;

.7 at the written direction of the Employer, delete or return Personal Data and copies thereof to the Employer on termination of the Contract unless required by Applicable Laws to store the Personal Data; and

.8 maintain complete and accurate records and information to demonstrate its compliance with this clause 2.1B and allow for audits by the Employer or the Employer's designated auditor.

.5 The Employer does not consent to the Contractor appointing any third-party processor of Personal Data under this Contract.

.6 Either party may, at any time on not less than 30 days’ notice, revise this clause 2.1B by replacing it with any applicable controller to processor standard clauses or similar terms forming party of an applicable certification scheme (which shall apply when replaced by attachment to this Contract)."

1. clause 2.1c

Insert new clause 2.1C:

"Site conditions

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

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

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

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

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

* 1. Insert a new sub-clause 2.2.3:

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

* 1. Insert a new sub-clause 2.2.4:

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

1. CLAUSE 2.3

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

1. [clause 2.7

Delete clause 2.7 and replace with the following:

"The Contractor shall permit and facilitate the execution of work on site not forming part of the Works by other persons as may be specified in the Contract Documents or otherwise as may be reasonably required by the Employer. So far as reasonably practicable, the Contractor shall fully and actively co-operate with all such persons (including, but not by way of limitation, if necessary by the preparation jointly with them of co-ordination drawings for the Works and by setting out the Works jointly with them and by re-sequencing all or any part of the Works as necessary to co-ordinate with them) and shall comply with all reasonable instructions issued by the Employer (or the Architect / Contract Administrator) in respect of co-ordination of all work on site. The Contractor shall notify the Employer if any other person is not fully and actively co-operating with him. The Contractor shall, where necessary, or where directed by the Employer or the Architect / Contract Administrator, arrange and/or attend meetings with other persons on the site and shall use his reasonable endeavours to ensure that no unforeseen interruption or interference is caused by or to such other persons in or by the execution and completion of the Works. The Contractor shall not be entitled to an extension of time or additional payment (whether by addition to the Contract Sum or otherwise) due to the requirements of this clause or more generally the presence of such other persons on site, where the work by others is detailed in the Contract Documents and/or an experienced contractor could have reasonably foreseen the extent of such third party work and made provision for the same in its programme."

1. Clause 2.8

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

1. Clause 2.10

Delete the whole of sub-clause 2.10.1.

1. Clause 2.11

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

1. Clause 2.13
   1. Delete sub-clause 2.13.3.2 and replace with "in the case of an inconsistency within or between the Employer's Requirements, the Contractor's Proposals and/or other Contractor's Design Documents, he shall as soon as practicable after its discovery make proposals for the necessary amendments".
   2. Delete sub-clause 2.13.4 and replace with "Not used".
2. [Clause 2.14

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

1. Clause 2.15

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

"that was not foreseen by the Contractor at the Base Date and that could not reasonably have been foreseen by a competent contractor at the Base Date (and excluding any change in Statutory Requirements arising as a result of the United Kingdom ceasing to be a member state of the European Union or as a result of any measures required to facilitate such cessation)"

1. Clause 2.19

At the end of sub-clause 2.19.1, after the full stop, add a new final sentence:

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

1. Clause 2.19A

Insert new clause 2.19A after clause 2.19:

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

1. Clause 2.20
   1. In sub-clause 2.20.2.1, after "clause 2.13" insert: "(subject always to clauses 2.14 and 2.34)"
   2. Insert at the end of sub-clause 2.20.2.3 "or unless the inspection or test was reasonable in all the circumstances".
   3. Insert the following at the end of sub-clause 2.20.7: "(provided that the Contractor has complied fully with its obligations under clause 2.19A of this Contract)".
   4. Add to the end of sub-clause 2.20.11, before the semicolon:

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

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

"(but excluding any such exercise of a statutory power which is occasioned as a result of the United Kingdom ceasing to be a member state of the European Union or as a result of any measures required to facilitate such cessation)".

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

"(but the term 'force majeure' shall not include any change in economic or market circumstances or other consequences of the United Kingdom ceasing to be a member state of the European Union or any measures required to facilitate such cessation (including but not limited to any change in Statutory Requirements or the imposition of taxes, tariffs or duties resulting from or following such cessation or any measures required to facilitate such cessation))".

1. NEW CLAUSE 2.21A

Insert new sub-clause 2.21A:

"Without prejudice to any other requirement to be satisfied prior to practical completion of the Works as may be specified elsewhere in this Contract, it shall be a pre-requisite to the issue of a Practical Completion Certificate that the Contractor shall have:

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

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

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

.4 satisfied any further pre-requisites to Practical Completion as may be stated in the Contract Particulars."

1. Clause 2.23

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

1. Clause 2.30

Insert the following at the end of clause 2.30:

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

1. Clause 2.31

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

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

1. New clause 2.31A

Add a new clause 2.31A after clause 2.31:

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

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

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

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

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

1. clause 2.32

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

1. Clause 2.33

Delete clause 2.33 and replace with the following:

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

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

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

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

.5 The Contractor hereby unconditionally and for all purposes waives all moral rights to which it is entitled under Part One of Chapter IV of the Copyright Designs and Patents Act 1988 in all Material produced or to be produced by the Contractor pursuant to this Contract.

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

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

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

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

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

1. New clause 2.35

Add a new clause 2.35:

"**Third Party Agreements**

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

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

1. Clause 3.4

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

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

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

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

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

1. Clause 3.8

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

1. Clause 3.10

Delete clause 3.10 and replace with "Not used".

1. Clause 3.11

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

1. CLAUSE 3.16

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

1. Clause 3.18
   1. Delete sub-clause 3.18.1 and replace with: "Number not used."
   2. In sub-clause 3.18.4, delete "immediately" and replace with "promptly".
   3. Add new clause 3.18.5:

"where the Contractor is not the Principal Designer but is the Principal Contractor and the Principal Designer's appointment concludes before practical completion of the Works, the Contractor shall review, update and revise the health and safety file in accordance with regulations 12(8) to (10) of the CDM Regulations at no cost to the Employer and without any entitlement to an extension of time."

1. New clause 3.19

Insert new clause 3.19:

"**Project meetings**

The Contractor shall attend project meetings convened by the Architect/Contract Administrator upon reasonable notice and at reasonable intervals and representatives of the Employer and the Employer's professional consultants and any other persons authorised by the Architect/Contract Administrator shall be permitted to attend such meetings."

1. CLAUSE 4.3

Delete clause 4.3.2 and replace with "Not used".

1. CLAUSE 4.4

Delete clause 4.4 and replace with "Not used".

1. Clause 4.9
   1. Delete the final paragraph of clause 4.9.1 (beginning with "those values shall be adjusted").
   2. In sub-clause 4.9.2, delete the two entries in the clause that refer to "Fluctuations".
   3. In sub-clause 4.9.3 delete: "4.4 (Fluctuations - Named Sub-Contractors)" and "or any amount under any applicable Fluctuations Provision other than by means of an adjustment under clause 4.9.1".
2. Clause 4.12
   1. In clause 4.12.1, delete "14 days" and replace with "21 days".
   2. In the final paragraph of clause 4.12.5, delete "5 days" and replace with "one day".
3. CLAUSE 4.13

Delete clause 4.13.3 and replace with:

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

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

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

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

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

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

1. Clause 4.15

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

1. New clause 4.15A

Insert new clause 4.15A:

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

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

1. CLAUSE 4.16

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

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

1. Clause 4.17

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

"(subject always to clauses 2.14 and 2.34)"

1. Clause 5.1

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

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

1. Clause 5.5

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

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

1. Clause 6.1

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

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

1. Clause 6.2

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

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

1. NEW Clause 6.3A

Add new clause 6.3A after clause 6.3:

"**Contractor to prevent nuisance**

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

1. Clause 6.3B

"**Trespass and third party consents**

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

.2 The Contractor shall obtain, without addition or adjustment of the Contract Sum, any third party consents, approvals, licences or permissions stated in the Contract Particulars. The Contractor shall comply with any condition or obligation contained in such consents, approvals, licences or permissions, at no cost to the Employer, and the Contractor shall not be entitled to any extension of time as a result of any such condition or obligation.

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

1. CLAUSE 6.9

Delete the opening paragraph of sub-clause 6.9.1 and replace with "Where the Contractor is required under Schedule 1 to take out a Works Insurance Policy, it shall ensure that the Works Insurance Policy shall either:".

Delete clause 6.9.3 and replace with "Not used".

1. CLAUSE 6.10
   1. In sub-clause 6.10.1, delete "the Contractor, where Insurance Option A applies, or the Employer, where Insurance Option B or C applies" and replace with "the Contractor, where it is required under Schedule 1 to take out a Works Insurance Policy".
   2. In each of sub-clauses 6.10.2 to 6.10.4 inclusive, delete "Where Insurance Option A applies" and replace with "Where the Contractor is required under Schedule 1 to take out a Works Insurance Policy".
2. clause 6.11

In sub-clause 6.11.3, delete "Where Insurance Option A applies" and replace with "Where the Contractor is required under Schedule 1 to take out a Works Insurance Policy".

1. CLAUSE 6.13
   1. In sub-clause 6.13.5, delete "Where Insurance Option A applies" and replace with " Where the Contractor is required under Schedule 1 to take out a Works Insurance Policy".
   2. In sub-clause 6.13.6, delete "Where Insurance Option B or paragraph C.2 of Insurance Option C applies" and replace with "Where the Employer is required under Schedule 1 to take out a Works Insurance Policy".
2. Clause 6.17
   1. Add, at the end of the first sentence of sub-clause 6.17.1.2, before the full stop:

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

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

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

1. Clause 6.19

Delete clause 6.19 and replace with:

"**Obligation to insure**

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

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

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

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

1. Clause 6.20

Insert at the end of clause 6.20:

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

1. New clause 6.21

Insert new clause 6.21:

"**Contractor may not settle, compromise or affect a claim**

In relation to the insurance referred to in clause 6.19, the Contractor shall not, without the Employer's consent:

.1 settle or compromise any claim with the insurers that relates to a claim by the Employer against the Contractor; or

.2 by any act or omission lose or affect the Contractor's right to make, or proceed with, that claim against the insurers."

1. New clause 6.22

Add new clause 6.22:

"**Evidence of professional indemnity insurance**

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

1. New clause 6.23

Add new clause 6.23:

"**Key Sub-contractors' insurance**

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

1. New clause 6.24

Add a new clause 6.24:

"**Professional Consultants' professional indemnity insurance**

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

1. Clause 7.1

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

"**General right to assign**

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

.2 The Employer shall notify the Contractor of any assignment within 10 Business Days. If the Employer fails to do this, the assignment shall still be valid.

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

.4 The Contractor shall not assign or charge the benefit of this Contract or any right arising under it without the Employer's prior consent, which the Employer may withhold at its absolute discretion."

1. CLAUSE 7.2

Insert the following at the end of clause 7.2:

"If the Contractor does not procure execution and delivery of the parent company guarantee and/or performance bond (as applicable) within 10 Business Days of the date of this Contract (or, if earlier, the Date of Possession), then, notwithstanding any other term of this Contract, the final date for payment of each sum which shall become due to the Contractor under this Contract shall be extended until such time as the required security is executed and delivered."

1. Clauses 7.3 to 7.8 (inclusive)
   1. Delete existing clauses 7.3 to 7.8 (inclusive) and their headings.
   2. Replace clause 7.3 with:

"**Contractor's collateral warranty**

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

.2 If the Contractor does not procure execution and delivery of any such warranty within the time period required under this clause then, notwithstanding any other term of this Contract, the final date for payment of each sum which shall become due to the Contractor under this Contract shall be extended until such time as the required warranty is executed and delivered."

* 1. Replace clause 7.4 with:

"**Professional Consultants - collateral warranties**

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

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

* 1. Replace clause 7.5 with:

**"Sub-contractor collateral warranties**

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

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

* 1. Replace clause 7.6 with:

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

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

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

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

* 1. Insert new sub-clause 8.4.4:

"The Employer may immediately terminate the Contractor's employment under this Contract by giving written notice, if the Contractor is in material or persistent breach of its obligations under this Contract and fails to rectify such breach within 7 days of being notified of the same."

1. Clause 8.5

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

1. Clause 8.7
   1. In sub-clause 8.7.2 after "the Contractor shall" and before the colon, insert: ", at the Contractor's expense"
   2. In sub-clause 8.7.4, after "as referred to in clause 2.30)", insert: "and at the Contractor's expense"
   3. Insert the following at the end of clause 8.7.4 (as a final hanging paragraph):

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

1. clause 8.8

In clause 8.8.1 delete all references to "6" and replace with "12".

1. clause 8.9

In clause 8.9.3, delete both references to "14" and replace with "30".

1. JCT Intermediate Building Contract, 2016 edition, Schedule 1: Insurance Options

Schedule 1 to the JCT Conditions is amended as follows:

* 1. Delete the heading "(Joint Names Insurance by the Employer of Existing Structures and Works in or Extensions to them)".
  2. At the start of paragraph C.2 delete "The Employer" and replace with "The Contractor".

1. JCT Intermediate Building Contract, 2016 edition, schedule 2: Named Sub-Contractors

This agreement incorporates Schedule 2 to the JCT Conditions.

1. JCT Intermediate Building Contract, 2016 edition, Schedule 3: Forms of Bonds

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

1. JCT Intermediate Building Contract, 2016 edition Schedule 4: Fluctuations Options

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

1. JCT Intermediate Building Contract, 2016 edition, Schedule 5: Supplemental Provisions

This agreement incorporates Schedule 5 to the JCT Conditions.

1. JCT Intermediate Building Contract, 2016 edition, Schedule 6: DESIGN SUBMISSION PROCEDURE

This agreement incorporates Schedule 6 to the JCT Conditions.

1. - Parent company guarantee
2. - Performance bond
3. - Professional Consultants, PROFESSIONAL CONSULTANTS' INSURANCE and Professional Consultant's deed of collateral warranty
4. Professional Consultants

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

* [LIST BY NAME OR SPECIALISM]

1. Professional Consultants' professional indemnity insurance

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

* [NAME OR SPECIALISM] - £[SUM]

1. Professional Consultant's collateral warranty

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

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

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

* [LIST BY NAME OR SPECIALISM]

1. Key Sub-contractors' professional indemnity insurance

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

* [NAME OR SPECIALISM] - £[SUM].

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

**[Note: Attach agreed form(s) of Sub-Contractor collateral warranty (e.g. the Council's amended JCT SCWa/E, SCWa/F and SCWa/P&T warranties).]**

1. - Third party agreements

**"Not applicable"**

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

**[Note: Attach agreed form(s) of Contractor collateral warranty (e.g. the Council's amended JCT CWa/F and CWa/P&T warranties).]**

SCHEDULE H - Data Processing Instructions Schedule

|  |  |
| --- | --- |
| Subject matter of Processing | [INSERT] |
| Duration of Processing | [INSERT] |
| Nature and Purpose of Processing | [INSERT] |
| Types of Personal Data | [INSERT] |
| Categories of Data Subjects | [INSERT] |

Annex A

**Contract Drawings**

Annex B

**Specification**

Annex C

**Priced Document**

**Annex D**

**Employer's Requirements**

**Annex E**

**Contractor's Proposals**

Annex F

**CDP Analysis**

Annex G

**Employer's Policies**

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