DATED / /

MIDLAND HEART LIMITED

and

COMPANY XXX

**SCHEDULE OF AMENDMENTS TO THE JCT**

**MINOR WORKS BUILDING CONTRACT 2011 EDITION**

**Relating to**

**CONTRACT TITLE**

Signed on behalf of the parties:

Employer …………………………

Dated …………………………

Contractor …………………………

Dated …………………………

SCHEDULE OF AMENDMENTS

TO JCT MINOR WORKS BUILDING CONTRACT 2011

This Contract comprises the JCT Minor Works Building Contract 2011 published by Sweet & Maxwell Limited but subject to the following amendments:

Schedule 4 Specification & Price Schedule

Schedule 5 Health & Safety Code of Conduct for Contractors & Subcontractors

Schedule 6 Technical/Quality Response

Schedule 7 Insurance

Schedule 8 Equality and Diversity

**Fifth Recital Delete** ‘2007’ and **insert** ‘2015’

**ARTICLES OF AGREEMENT**

**Article 4 heading**

**Delete** ‘CDM Co-ordinator’ and **insert** ‘Principal Designer’

**Article 4**

**Delete ‘CDM Co-ordinator’** and **insert** ‘Principal Designer’;

**Delete** ‘or, if he ceases to be the CDM Co-ordinator, such other person as the Employer shall appoint pursuant to regulation 14(3) of those regulations’ and **insert** ‘or such replacement as the Employer at any time appoints to fulfil that role’

**Article 5**

**Delete** ‘or, if he ceases to be the Principal Contractor, such other contractor as the Employer shall appoint pursuant to regulation 14(3) of those regulations’ and **insert** ‘or such replacement as the Employer at any time appoints to fulfil that role’

Insert new Articles 9 to 12 as follows:

**Article 9: Schedule of Amendments**

“The Employer and the Contractor hereby agree that the modifications set out in the Schedule of Amendments which is attached hereto and has been initialled for and on behalf of both parties shall be incorporated into this Contract and the provisions of the Articles of Agreement, the Conditions, the Contract Particulars, the Schedules and, where applicable, the Supplemental Provisions shall have effect as modified by such Schedule of Amendments.”

**Article 10: Entire Contract**

"This Contract will govern all Orders carried out by the Contractor whether such orders were or are carried out before or after the date of this Contract including any orders carried out under a letter of intent between the parties. The Employer and the Contractor respectively acknowledge that this Contract and the documentation referred to within the Conditions form the entire contract between the Employer and the Contractor in relation to the Orders to the exclusivity of any antecedent statement, agreement or representation."

**Article 11: Polices and Procedures**

The Contractor acknowledges that it has received, read and accepted the Employer’s Policies and agrees to perform his obligations under this Contract in such a manner and at such times that no act, omission or default of the Contractor shall breach the said Policies

**Footnote [7]**

**Delete** the existing text and **insert** the following:

‘Insert the name of the Principal Designer in Article 4 if the Architect/Contract Administrator is not to fulfil that role and that of the Principal Contractor in Article 5 if that is to be a person other than the Contractor.

Under the CDM Regulations 2015, regardless of whether or not a project is notifiable, there is a requirement to appoint a principal designer and a principal contractor in all cases where there is more than one contractor, or if it is reasonably foreseeable that more than one contractor will be working on a project at any time. For these purposes, the term ‘contractor’ is broadly defined by the regulations and treats the Contractor’s sub-contractors as separate contractors.’

**Footnote [7]**

**Delete** the existing text and **insert** the following:

‘Under the CDM Regulations 2015 a project is notifiable if the construction work on a construction site is scheduled either to last longer than 30 working days and have more than 20 workers working simultaneously at any point in the project or to exceed 500 person days.’

**CONTRACT PARTICULARS**

**1.1 Delete** the entire entry on ‘CDM Planning Period’ and footnote [13]

Attestation

Contract to be executed under hand

CONDITIONS

SECTION 1 DEFINITIONS AND INTERPRETATION

* 1. Definitions

Word or phrase Meaning

Amend “Conditions” At the end of the definition insert “and as amended and supplemented by the

Schedule of Amendments”.

Add “Communication” “Includes advice, inform, submit, give notice, instruct, agree, confirm, seek or obtain information, consent or instructions, or make arrangements.”

Format: In writing to the person named in clause A10/120 or A10/140 unless specified otherwise.

Response: Do not proceed until response has been received.

Add “Confidential Information” “means any information concerning, comprising or relating to the business affairs of the other part, this contract, any other contractor involved in cost sharing arrangements and all related documents and personal information or details in respect of any employee of either party, or any tenant or any resident of the Employer.”

Add “Contract” “means the Agreement, Conditions, the Schedule of Amendments to JCT Minor Works Building Contract and all documents attached thereto (Specification, Health & Safety, Quotation Response, Insurance and Equality and Diversity)”

Add “Contractor” “means the person named as the Contractor in the Agreement.”

Add “Contractor Default” “means any of the circumstances set out in clause 6.4.1 (Default by Contractor)”

Amend definition of

“Contract Documents” Delete existing definition and replace as follows:

“means the Agreement, Conditions, the Schedule of Amendments to JCT Minor Works Building Contract and all documents attached thereto (Specification, Health & Safety, Quotation Response, Insurance and Equality and Diversity).”

Amend definition of

"Contractor's IT System" “means the information technology system (being software, hardware, any interfaces, and any combination of them) used by the Contractor in connection with the Works.”

Add “Default Notice” “means a notice issued by the Employer under Clause 21 (Default notice) registering formally a breach of this Contract”

Add “Designated Officer” Senior Repair Contracts Manager, Asset Management

Add "Employer" "means the person named as Employer in the Agreement which expression shall include all permitted assigns or transferees under this Contract and successors in title".

Amend definition of "Interest

Rate" Before the full stop insert:

"which the Parties hereby agree shall be a substantial remedy within the meaning of the Late Payment of Commercial Debts (Interest) Act 1998."

Add “Law” “means any :

• Act of Parliament

• Subordinate legislation (as defined in Section 21(1) of the Interpretation Act 1978)

• Exercise of the Royal Prerogative

• Enforceable community right (as defined in Section 2 of the European Communities Act1972) and any Determination, direction or statutory guidance having the force of law”

Add “Order” “means electronic instructions given by a Designated Officer/Contract Administrator to the Contractor quoting the unique property reference number, unique contractor reference code and a description of the property providing the written description and/or drawings of any work and/or the supply of labour, plant, materials and/or goods to be carried out under this Contract on instructions from the contract Administrator, including any Variation thereto”

Delete “and/or the supply…and/or goods” and “on written…Administrator,”

Add “Post Inspection Form” Midland Heart’s bespoke ‘Final Inspection/Completion Authorisation’ form

Add “Probity Policy” “means in the case of an Employer that is a Registered Provider the Employer’s policy for ensuring that it complies with all the Regulatory Requirements and good practice in relation to avoiding conflicts of interest between its board members and employees and its contractors and suppliers”

Add “Property” “means the dwellings, blocks, sheltered schemes, hostels, like properties and related common and communal areas, environs and assets within any area specified in the Contract Particulars or such other area as the Employer specifies by written notice to the Contractor that are included in the property portfolio owned or managed by the Employer and in relation to which the Employer is responsible for maintenance, also referred to as Properties.”

Add “Products” “ means materials, both manufactured and naturally occurring, and goods, including components, equipment and accessories, intended for the permanent incorporation in the Works. Including: Goods, plant, materials, site materials and things for incorporation into the Works.”

Add “Registered Provider” “means a non-profit organisation registered as a provider of social housing registered or deemed to be registered under the Housing and Regeneration Act 2008”

Add “Site Equipment” “means all appliances or things of whatsoever nature required in or about the construction for completion of the Works but not materials or other things intended to form or forming part of the Permanent Works. Including: Construction appliances, vehicles, consumables, tools, temporary works, scaffolding, cabins and other site facilities.”

Add “Submit Proposals” “means submit information in response to specified requirements.”

**Delete** the definitions of ‘CDM Co-ordinator’ and ‘CDM Planning Period’;

‘CDM Regulations’: **delete** ‘2007’ and **insert** ‘2015’;

‘Construction Phase Plan’: **delete** the existing text and **insert** ‘the plan referred to in regulation 2 of the CDM Regulations, including any updates and revisions.’

Renumber clause 1.2 to clause 1.2.1 and insert new clause 1.2.2 as follows:

1.2.2 This Agreement will govern all Works in relation to the Works carried out by the contractor whether such

Works were or are carried out before or after the date of this contract including any works carried out under a letter of intent between the parties. The Employer and the Contractor respectively acknowledge that this Contract and the documentation referred to within the Conditions form the entire contract between the Employer and the Contractor in relation to the Works to the exclusivity of any antecedent statement, agreement or representation.

**1.5 Contracts (Rights of Third Parties) Act 1999**

Delete and insert a new clause as follows:

“Save as expressly provided for in this Contract a person who is not a party to this Contract will have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract.”

**SECTION 2 CARRYING OUT THE WORKS**

* 1. Re-number clause 2.1 as 2.1.1 and insert the following new clauses:

2.1.1 After ‘Construction Phase Plan’, **delete** ‘(where applicable) and other’ and **insert** ‘and’

2.1.2 The Contractor shall at all times prevent any public or private nuisance (including, without limitation, any such nuisance caused by noxious fumes, noisy working operations or the deposit of any material or debris on the public highway) or other interference with the rights of any adjoining or neighbouring landowner, tenant or occupier or any statutory undertaker arising out of or in the course of or caused by the carrying out of the Works save only where such nuisance or interference is the consequence of an instruction of the Employer (which is not itself the result of any negligence, default or breach of contract by or on behalf of the Contractor or any sub-contractor or supplier) and could not have been avoided by the Contractor using all reasonable and practical means. For the avoidance of doubt, the Employer may issue to the Contractor such instructions as he considers necessary if any injunction is granted or Court order is made in consequence of any such nuisance or interference, but (save as aforesaid) no such instruction shall be construed as a Variation.

2.1.3 Without prejudice to the Contractor’s obligations under clause 2.1.2, the Contractor shall ensure that there is no trespass on or over any adjoining or neighbouring property arising out of or in the course of or caused by the carrying out of the Orders or of any obligation pursuant to clause 2.12. If the carrying out of the Orders or of any obligation pursuant to clause 2.12 is likely to necessitate any interference with the rights of adjoining or neighbouring owners or occupiers, which for the avoidance of doubt shall include party wall matters, then the Contractor shall, at no cost to the Employer, obtain the prior written agreement of such owners and/or occupiers thereto, and such agreement shall be subject to the approval of the Contractor before execution. The Contractor shall comply in every respect with any conditions contained in any such agreement”.

**Delete Clause 2.2 and insert new clauses 2.2.1 and 2.2.2**

2.2.1 Unless covered by a priority coding referred to in the Contract Particulars and/or Specification each order shall state a commencement date and a date for its completion. The Contractor shall ensure that all of the work covered by and included in the Order shall be completed in full by the date for its completion specified in the Order.

2.2.2 The Employer is not obliged to provide the Contractor with any Orders nor does the Employer give any warranty or undertaking as to the actual amount of work that will be ordered and no variance in the actual value of the work ordered shall give rise to a change in any rate, price or percentage adjustment. For the avoidance of doubt, the Employer shall not be liable for any loss of profits, loss of contracts or other costs, expenses or losses suffered or incurred by the Contractor as a result of the Contractor not being awarded any Orders under this Contract. For the avoidance of doubt, the Employer may engage other Contractors to carry out other work to the properties at the same time the Contractor undertakes the Works.

**Delete entire Clause 2.7 and insert new clause**

**2.7 Extension of time**

2.7.1 If at any time during the course of completing an Order, the Contractor shall establish that the progress of the works under the Order shall have been affected by reason of:

force majeure; or

fire, lightning, explosion, storm, tempest, flood, bursting or overflowing of water tanks, apparatus or pipes, earthquake, aircraft or other aerial devices or articles dropped from them, riot or civil commotion or any other risks insured against;

the Contract Administrator shall allow such extension of time as is fair and reasonable in the circumstances upon written application by the Contractor to the Employer and Contract Administrator provided always that such application is made immediately that the Contractor is aware that such delay has or might occur (which written application shall include any documentation the Contractor may wish to provide in support of or justifying its application and the Contract’s assessment of the extension of time it seeks). To the extent that any extension of time is granted a revised date for completion for the Order shall be fixed by the Contract Administrator and notified to the Contractor. For the avoidance of doubt, there shall be no increase in any order price in the event an extension of time has been granted.

2.9 Insert at the end of Clause 2.9:

“by issuing the Certificate of Practical Completion to the Contractor”

**Delete** ‘3·9·4’ and **insert** ‘3·9 in respect of the supply of documents and

information’

2.10 Insert after “own costs” in the penultimate line “and in accordance with the following time periods:

All other defects relating to the breakdown of products and/or services provided as part of the Works shall be attended to within the rectification period of 14 days.

If the Contractor fails to act within the above stipulated periods from receipt of the Employers instructions, then the defect shall be remedied by others and the Employer shall be entitled to recover the cost of any such work from the Contractor and/or to deduct such costs from any sums payable to the Contractor.

Insert new clauses as follows :

**2.12 Policies**

2.12 The Contractor shall perform his obligations under this Contract in such manner and at such times that no act, omission or default of the Contractor shall cause the Employer to be in breach of the Polices.

**2.13 Hazardous materials**

2.13.1 The Contractor shall not use, generate, dispose of or transport to the Site any Hazardous Substances otherwise than in accordance with Environmental Laws.

2.13.2 The Contractor shall use all reasonable endeavours not to interfere with or impede the progress of any works being carried out by the Employer and/or any person authorised or licensed by the Employer to carry out works and shall observe all reasonable requirements of the same in relation to the carrying out of such works.

**SECTION 3 CONTROL OF THE WORKS**

**3.1 Assignment**

3.1 Delete existing wording and substitute with the following:

3.1.1 The Employer shall be entitled to assign all rights and benefits under this Contract or any interest herein without the consent of the Contractor. The Contractor hereby consents to the novation of this Contract by the Employer and agrees to enter into such documents as are required to effect such novation.

3.1.2 The Contractor shall not be entitled to assign this Contract or interest herein without the prior written consent of the Employer.”

**3.3 Sub-Contracting**

3.3 Re-number clause 3.3 to 3.3.1 and insert new clause 3.3.2

Delete the second sentence of clause 3.3.1 and add the following:

3.3.1 In the event that the Employer consents to any works under this Contract being carried out by a subcontractor, the Contractor shall ensure that all Works carried out by any subcontractor are carried out in accordance with the terms of this Contract, the CDM Regulations and all health & safety requirements. Any application by the Contractor to sub-contract the Works must indicate the identity of the sub-contractor, the extent of the Works that is to be sub-contracted, and the terms of the sub-contract. The Contractor shall indemnify the Employer against all costs, losses and expenses that arise from the Contractor not complying with this clause.

3.3.2.2 **Delete** the existing text and footnote [28] and **insert** the following:

‘each party to the sub-contract shall in relation to the Works and the site comply with applicable CDM Regulations;’

3.3.2 Insert the following after 3.3.2.3

.4 that if the Employer requires the sub-contractor will novate the sub-contract to the Employer and will enter into a deed of novation to that effect;

.5 that the sub-contractor or supplier may not further sub-contract without the prior written consent of the Employer;

.6 that a supplier must either provide product warranties to the Employer or permit the Contractor to assign to the Employer any product warranties the supplier has provided to them; and

.7 that the sub-contractor or supplier will comply with all the terms and conditions of this Contract.

3.9 Delete the existing text and insert the following:

‘Each Party undertakes to the other that in relation to the Works and site he will duly comply with applicable CDM Regulations. In particular but without limitation:

·1 the Employer shall ensure that the Principal Designer carries out his duties and, where the Contractor is not the Principal Contractor, shall ensure that the Principal Contractor carries out his duties under those regulations;

·2 the Contractor shall comply with regulations 8 and 15 and, where he is the Principal Contractor, with regulations 12 to 14;[29]

·3 whether or not the Contractor is the Principal Contractor, compliance by the Contractor with his duties under the regulations, including any such directions as are referred to in regulation 15(3), shall be at no cost to the Employer and shall not entitle the Contractor to an extension of time;

·4 if the Employer appoints a replacement for the Principal Designer or Principal Contractor, the Employer shall immediately upon that appointment notify the Contractor with details of the new appointee.’

**Footnote [29] Delete** the existing text and **insert** the following:

‘Where the Employer is a domestic client, as defined in regulation 2, the Principal Contractor may also be responsible for carrying out certain of the client’s duties under regulations 4, 6 and 8.’

3.10 **Delete** the clause heading, number and text

**Insert new clause 3.11 as follows**

3.11 .1 The Contract Administrator may delegate some or all of the Contract Administrators duties to one or more Authorised Officer.

.2 The Contract Administrator must give notice of any delegation under Clause 3.11.1 to the Contractor. The notification must state:

.1 the identity of the Authorised Officer;

.2 contact details for the Authorised Officer; and

.3 the duties delegated.

.3 The Contractor need not recognise any Authorised Officer until notified in writing of a delegation to that Authorised Officer under Clause 3.11.2.

**Insert new clause 3.12 as follows:**

3.12 Publicity

.1 The Contractor must not and must ensure that its sub-contractors do not give any information about the Works for publication in the press or on radio, television, via the internet, or for any other medium without the prior written consent of the Employer.

.2 The Contractor must not, and must ensure that its sub-contractors do not take photographs of any Properties or any Works without the prior consent of the Employer.

**Insert new clause 4A at the start of section 4 as follows :**

4A All applications for payment under clause 4 shall set out the relevant addresses the Orders were carried out at, a brief but sufficiently detailed description of the Works carried out, and the precise dates on which the Works were commenced and completed.

**SECTION 5 INJURY, DAMAGE AND INSURANCE**

**5.1 Liability of Contractor – personal injury or death**

5.1 In line 3 after "Works" insert "or of any obligation pursuant to clause 2.12".

**5.2 Liability of Contractor – injury or damage to property**

Amend heading to read “**Liability of Contractor – injury or damage to property; nuisance**.” and add new paragraph to the end of the Clause as follows:

“And the Contractor shall at all times prevent any public or private nuisances (including without limitation any such nuisance caused by noxious fumes, noisy working operations or the deposit of any materials or debris on the public highway) or other interference with the rights of any adjoining or neighbouring landowner, tenant or occupier or any statutory undertaker arising out of an Order or of any obligation pursuant to clause 2.12 and shall defend or, at the employer’s option, assist the Employer in defending any action or proceedings which may arise as a result of any breach by the Contractor of its obligations under this Contract.”

5.2 In line 2 after “whatsoever” insert “(including, for the avoidance of doubt, any loss, injury or damage whatsoever arising from the Specified Perils)”.

In line 3 after "Works" insert "or of any obligation pursuant to clause 2.12".

5.4A.1 In line 1 of the definition of Joint Names Policy after "Contractor" insert;

“and any funder or other third party as the Employer may require”

**SECTION 6 TERMINATION**

**Insert clause 6.4.1.4-6.4.1.7 inclusive as follows:**

6.4.1.4 purports to assign, novate or appoint an agent to deliver this Contract without the consent of the Employer in breach of Clause 3.1 (Assignment);

6.4.1.5 is unable to comply with its obligations under this Contract for a period of more than 10 business days because of any action taken by any Statutory Authority in relation to the Contract due to any breach of Law or suspected breach of Law by the Contractor;

6.4.1.6 commits a material breach of the Contract which either cannot be put right or which is not put right within the period set out in a written notice from the Employer:

a specifying the material breach (as specified in Clause 6.4.1.7);

b giving the Contractor a period to put it right (which may not be less than 20 business days unless the Employer (acting reasonably) considers that the material breach needs to be put right within a shorter period than this; and

c warning the Contractor that this Contract will be terminated if the material breach is not put right within that period.

6.4.1.7 For the purposes of Clause 6.4.1.6, a material breach shall include, but not be limited to the following by the Contractor:

a the Contractor failing to comply with an instruction of the Contract Administrator within the period for doing so as set out in Clause 2.2.1

b the Contractor or a sub-contractor breaching any Law in connection with this Contract (other than a minor breach which does not give rise to any risk of prosecution and which is remedied immediately the Contractor becomes aware of it);

c the Contractor having had 2 draft remedial plans rejected by the Employer under Clause 22 provides a further draft remedial plan that is also rejected under that Clause;

d any other breach of this Contract which, in the reasonable opinion of the Employer, is sufficiently serious to entitle the Employer to terminate this Contract if it is not remedied; and

**Insert new clause 6.5A:**

**6.5A Restructuring of Contractor**

6.5A If the Contractor intends to merge or amalgamate with any other company or undertaking or acquire directly or indirectly any interest in any shares or other security convertible into shares of any other company or form or acquire any subsidiary, the Contractor must give 21 days prior written notice to the Employer and the Employer may at any time by notice to the Contractor terminate the Contractor’s employment under this Contract.”

**Insert new clause 6.6.2, 6.6.3 & 6.6.4 as follows:**

6.6.2 “The Contractor must incorporate obligations in every sub-contract and supply contract that enable the Contractor to terminate the sub-contract or supply contract because of any corrupt gift consideration or financial or other advantage offered or paid by the sub-contractor or supplier or on its behalf in connection with this Contract.”

6.6.3 “Where the employer is a registered provider the Contractor must not do and must procure that each sub-contractor and supplier does not do anything which would place the employer in breach of any restriction in its probity Policy on making a payment or granting a benefit to a certain business trading for profit.”

6.6.4 Within 5 business days of being so instructed by the Employer, the Contractor must repay to the Employer any payments made in breach of Clause 6.6.3.

**6.10 Termination by either Party**

Insert new clauses

6.10.3 Upon any determination of the Contractor’s employment under this Contract the Contractor shall immediately vacate the Site and shall comply with all instructions of the Employer for the protection of any works and any goods and materials and the safe and orderly removal of all plant equipment and other items belonging to the Contractor and shall immediately deliver to the Employer possession of the Site and any works in a neat and tidy condition.

6.10.4 Upon determination of the Contractors employment under this Contract, the provisions of Clause 25 shall apply”

insert new clause 6.12 as follows:

**6.12 “Termination for Force Majeure**

.1 If Force Majeure results in the suspension of all or a substantial majority of the Works for more than 20 (twenty) Business Days, either Party may terminate this Contract by giving 10 (ten) Business Days’ written notice to the other.

.2 If this Contract is terminated for Force Majeure:

.1 to the extent possible in the light of the Force Majeure the Contractor must continue to carry out and complete all Orders;

.2 the Contractor must notify the Contract Administrator of any Order that the Contractor is not able to complete;

.3 the Employer must pay the Contractor for all Orders completed up to the Termination Date in accordance with Clause 4 (Payment);

.4 the Employer must pay the Contractor a fair and reasonable amount for all uncompleted Orders up to the Termination Date;

.5 the Employer must pay the Contractor the market value on the Termination Date of any equipment or materials owned by the Contractor which are to be transferred to the Employer on termination;

.6 the Employer may require the Contractor to novate any sub-contracts and/or supply contracts to the Employer by serving notice to that effect on the Contractor

a at the same time as the notice of termination where the notice of termination is served by the Employer; or

b within 5 (five) Business Days of the date of service of the notice of termination where the notice of termination is served by the Contractor;

.7 except as provided above neither Party is to have any claim against the other as a result of termination for Force Majeure, but this is without prejudice to:

a any amounts due under Clause 4 (Payment) for Orders completed before the Termination Date”

**Clause 6.13 – insert a new clause 6.13 as follows:**

**6.13 “Expiry**

.1 During the 3 (three) months preceding the Expiry Date or the end of this Contract by any means the Contractor must continue to carry out and complete Orders except as set out below:

.1 need not carry out any Order instructed during those 3 (three) months which cannot be reasonably completed before the Expiry Date unless the Contract Administrator and Contractor agree otherwise and the Contractor must notify the Contract Administrator of the fact that the Order cannot be completed before the Expiry Date immediately on receipt of the Order; and

.2 must complete all Orders instructed before the start of such 3 (three) month period, even if such Works cannot be completed before the Expiry Date.

.2 Where the Contractor completes Orders under Clause 6.13.1 the Expiry Date will be the date of completion of the last Order to the reasonable satisfaction of the Contract Administrator.

.3 Where the Contract is terminated under Clause 6.16 (Break Notice) the Employer may require the Contractor to novate any sub-contracts and/or supply contracts to the Employer by serving notice to that effect on the Contractor at least 25 (twenty five) Business Days before the Expiry Date.”

**Clause 6.14 – insert a new clause 6.14 as follows:**

**6.14 “Obligations to co-operate on handover**

.1 On termination of this Contract the Contractor must co-operate fully with the Employer in relation to the legal and operational handover of responsibilities between the Contractor and the Employer.

.2 The Contractor must use all reasonable endeavours to procure that the benefit of any guarantees, warranties, documentation and service agreements relating to the Works that are in force on the Termination Date are assigned to the Employer or as the Contract Administrator may instruct.

.3 Except where this Contract is terminated for Contractor Default, and subject to the Contractor obtaining permission to do so from any Customer occupying the affected Properties, the Contractor may go onto any of the Properties in the 5 (five) Business Days after the Termination Date to remove any materials or equipment which either it or a sub-contractor owns or has hired and which are not to be transferred to the Employer on the Termination Date.

.4 The Contractor must deliver all materials and equipment paid for by the Employer to the Employer or as the Contract Administrator directs within 5 (five) Business Days of:

.1 the Termination Date, where the reason for termination is any reason other than Employer Default; or

.2 where the termination is for Employer Default, the date on which the Contractor receives payment for those plant and materials under Clause 6.8 (Default by Employer).

.5 The Contractor must ensure that all rubbish, debris, and site waste has been removed from the Properties within 5 (five) Business Days of the Termination Date but the Contractor’s attendance at any Properties for the purpose of such removal is subject to:

.1 any direction of the Contract Administrator; and

.2 the Contractor obtaining permission to do so from any Customer occupying those Properties.

.6 If the Contractor fails to remove all rubbish, debris and site waste from the Properties within 5 (five) Business Days of the Termination Date the Employer may do so and recover its reasonable costs of doing so from the Contractor.

.7 Within 5 (five) Business Days of the Termination Date, the Contractor must return to the Employer all keys, passes, door entry codes and other information relating to the Properties.

.8 Following the later of the rectification of Defects and final payment made pursuant to this Contract, the Contractor must delete all copies of all Documents and Data relating to this Contract from the Contractor’s IT System except:

.1 those required to be kept under Clause 6.15 (Post Termination); and

.2 any in which the Contractor has the Intellectual Property Rights under Clause 11(Copyright Licence and Proprietary Material)”

**Clause 6.15 – insert a new clause 6.15 as follows:**

**6.15 “Post Termination**

.1 For a period of 12 (twelve) years after the Termination Date the Contractor must maintain full records of:

.1 this Contract;

.2 the Works done under it;

.3 all payments received from the Employer; and

.4 any expenditure of the Contractor that the Employer reimburses.”

**Insert new clause 6.16**

**6.16 Termination due to modification**

The Employer is entitled to terminate the contract immediately in accordance with Regulation 73 of the Public Contracts Regulations 2015 in the following circumstances –

1. Where there has been a substantial modification which would have required a new procurement procedure in accordance regulation 72(9) of the Public Contracts Regulations 2015.
2. Where the Contractor has, at the time of award, been in one of the situations referred to in regulation 57(1) of the Public Contracts Regulations 2015, including as a result of the application of regulation 57(2), and should therefore have been excluded from the procurement procedure; or
3. The contract should not have been awarded to the Contractor in view of a serious infringement of the obligations under the Treaties and the Public Contracts Directive that has been declared by the Court of Justice of the European Union in a procedure under Article 258 of TFEU.

**SECTION 7 SETTLEMENT OF DISPUTES**

**7.1 Mediation**

Delete existing text and replace with the following:

“If a dispute arises out of or in connection with this Agreement, the parties will, with the help of the Centre for Effective Dispute Resolution (CEDR), seek in good faith to resolve it by Alternative Dispute Resolution.”

**7.2 Adjudication**

Add to the end of the clause:

"The Adjudicator shall be required to give written reasons for his decision."

**SECTION 8 CONFIDENTIAL INFORMATION**

8.1 During the term of this Contract and after its expiry or termination for any reason, each of the parties undertakes to the other to keep the Confidential Information confidential, except to the extent that:

a) the Confidential Information was already lawfully known, or became lawfully known to the relevant party independently;

b) the Confidential Information is in or comes into the public domain other than due to wrongful use or disclosure by the relevant party;

c) disclosure or use is necessary by the relevant party in connection with entry into this deed or for the proper and effective performance of his obligations under this deed (including disclosure by either party to his insurers and professional advisers); or

d) disclosure is required by law to any government, governmental department, agency, regulatory or fiscal body or authority (whether national or foreign).

**SECTION 9 DBS CHECKS**

9.1 The Contractor must ensure that in respect of all potential Staff or persons supplying any of the Services (each a “Named Employee”) before a Named Employee enters the Premises:

a) each Named Employee is questioned as to whether he has any convictions; and

b) the results are obtained of a basic disclosure check

c) where the role of the staffs or persons meets the definition within “Rehabilitation of Offenders Act 1974 (ROA) (Exceptions Order) 1975 (the Exceptions Order)” a Standard disclosure check should be carried out

d) where the role of the staffs or persons meets the definition within “Rehabilitation of Offenders Act 1974 (ROA) (Exceptions Order) 1975 (the Exceptions Order)” and “Police Act 1997(Criminal Records) Regulations 2002 and the post is one where “Regulated Activity” takes place an Enhanced DBS plus barring lists check must take place.

**SECTION 10 DATA PROTECTION**

10.1 The parties shall ensure that they shall at all times during the Contract Period comply with the provisions and obligations imposed by the Data Protection Act 1998 (“DPA”) and the Contractor shall indemnify the Employer and keep the Employer indemnified against all actions, claims, demands, proceedings, damages, costs, charges and expenses (including reasonable legal expenses) whatsoever in respect of any breach of this clause 14.

10.2 Each of the parties shall ensure that, to the extent that it stores and processes data in connection with this Contract, it shall comply with the provisions and obligations imposed on it by the DPA.

10.3 As Data Processor (as defined in the DPA) the Contractor shall at all times in respect of data for which the Employer is Data Controller:-

a) comply with the seventh principle in Schedule 1 of the DPA; and

b) process data only in connection with the Works in accordance with the lawful and reasonable instructions of the Employer unless the Contractor is of the opinion that to act on such instructions would be unlawful.

10.4 The Contractor shall also comply fully with all applicable Guidelines and Codes of Practice issued by the Information Commissioner in the UK from time to time.

10.5 The Employer shall on giving reasonable notice to the Contractor be entitled to audit the procedures of the Contractor (which shall include the right to enter the Contractor’s premises and/or view the Contractor’s systems) for the purposes of ensuring compliance with this clause 14 and to take any reasonable steps to satisfy itself that the Contractor is so complying.

10.6 In the event that the Contractor becomes aware that it, or any of its staff, agents or Sub-contractors is processing data in contravention of this clause, the Contractor shall promptly give written notice to the Contract Administrator and Employer with full details of such contravention.

10.7 The Contractor will provide all data in its possession as requested by the Employer or Contract Administrator from time to time in accordance with the timescale specified by the Employer or Contract Administrator on the occasion of an access request. Where the Employer or Contract Administrator requests data for the purpose of complying with a request, including a data subject access request under the DPA, the Contractor will retrieve the relevant data and provide a fully copy of such to the Employer or Contract Administrator as soon as is possible but in any event within five (5) Working Days of such a request being made.

10.8 The Contractor will co-operate and provide reasonable assistance with any proceedings or inquiry by the Employer or Contract Administrator, of an affected data subject and/or the Information Commission or other body authorised by statute which are concerned with the DPA.

10.9 The Contractor will on termination or expiry of this Contract and at the request of the Employer or Contract Administrator either return to the Employer or Contract Administrator or destroy the data (and all copies of such data) in the Contractor’s possession or other as directed by the Employer or Contract Administrator.

**SECTION 11 NOTIFICATION BY CONTRACTOR OF CLAIMS**

11.1 Notwithstanding the Contractor’s obligations the Contractor immediately upon becoming aware of the same or likelihood of the same shall notify the Contract Administrator and appropriate insurance companies of any:-

(i) accident involved a member of the public on the Site within the Contract Area or an employee of any contractor or any Sub-contractor;

(ii) damage caused by the Contractor or any sub-contractor or any of their employees;

(iii) breach of any relevant statutory provision by the Contractor or any sub-contractor or any of their employees;

(iv) investigation, enquiry or adverse report or comment by the Health and Safety Executive or any successor or comparable agency in relation to the Contractor;

(v) any legal proceedings notified to or commenced against the Contractor in relation to any event or occurrence within the Contract Area;

(vi) any enforcement action of whatever nature notified to or commenced against the Contractor;

11.2 any other matter which may in the Contractor’s opinion result in any claim of whatever nature against the Employer or which might reasonably be expected to damage public confidence in the Employer or adversely affect the Employer’s reputation.

11.3 If requested to do so by the Contract Administrator, the Contractor shall provide the Contract Administrator with any relevant information in connection with any of the matters referred to in clause 15 or any legal inquiry, arbitration or court proceedings in which the Employer may become involved or any relevant disciplinary hearing internal to the Employer and shall give evidence in any such inquiry or proceedings or hearing.

11.4 Except for any claims made by third parties, the Employer shall, if so requested by the Contractor, provide the Contractor with any relevant information in connection with any of the matters referred to in clause 15 for the purposes of any legal inquiry, arbitration or court proceedings in which the Contractor may become involved.

**SECTION 12 CONTRACTOR’S STAFF**

12.1 The Contractor shall ensure that its staff, servants and agents carrying out any Works under the Contract shall confine themselves to the locality of their work, cause as little interference as possible to the Employer’s tenants and/or tenants premises, and ensure that all works are carried out with the least possible inconvenience to occupants of dwellings, premises and tenants taking into account any special needs of such persons or any cultural sensitivities.

**SECTION 13 CONTRACTOR’S ASSETS**

13.1 The Contractor shall at all times during the Contract Period provide and maintain all such equipment, vehicles, materials and all other physical resources, referred to as “Assets”, as may be necessary from time to time for the carrying out of the Contractor’s obligations under this Contract.

13.2 The Contractor shall be responsible for the maintenance and repair of all Assets, and shall maintain all Assets at all times in good and serviceable repair and in such condition as is required for the proper performance by the Contractor of its obligations under this Contract. The Contractor shall at all times be responsible for any necessary licensing and for the payment of all licensing fees, taxes and insurances as may be required in connection with the possession of or use of any of the Assets.

13.3 All Assets used by the Contractor shall conform to any applicable minimum standards as set by Law.

13.4 The Contractor shall only keep such hazardous materials or equipment as are necessary for the carrying out of the Contractor’s obligations under this Contract and are approved in writing by the Contract Administrator, such approval not to be unreasonably withheld or delayed, and such materials or equipment shall at all times be kept under proper control and the Contractor shall ensure that all such materials or equipment and their usage, storage and transportation comply with all applicable Law.

13.5 For the avoidance of doubt, the Contractor shall be responsible for the replacement cost of any Assets, even though deployed in carrying out the Contractor’s obligations under this Contract.

**SECTION 14 SECURITY**

14.1 The Contractor shall issue to all of its personnel who shall at any time have access to any of the Employer’s properties identification badges in such form as the Employer may from time to time determine.

14.2 The Contractor shall be responsible for the safekeeping of any keys, passes and other means of access provided to the Contractor by the Employer and shall only permit such keys, passes and other means of access to be given to those of the Contractor’s employees, agents or sub-contractors whose names and addresses have been given to the Employer and then only to the extent required for the purpose of carrying out the Contractor’s obligations under this Contract. In addition, the Contractor shall ensure that the Contract Administrator is informed immediately of the loss of any keys, passes and other means of access and shall reimburse the Employer any cost of replacement and/or any reasonable security measures implemented as a result of such loss.

**SECTION 15 CLAIMS FOR DAMAGE AND LOSS OF TENANTS GOODS, CHATTELS ETC**

15.1 The Contractor shall expeditiously investigate all claims for damage or loss to a tenant’s goods, chattels, possessions and personal property and reimburse the tenant where the circumstances would indicate that such loss or damage may have been caused by the Contractor its operatives or any sub-contractor.

**SECTION 16 EQUAL OPPORTUNITIES**

16.1 In all its activities carried out pursuant to the Contract, the Contractor shall comply with and shall ensure that its employees, agents, sub-contractors and their employees and agents comply with the Equality Act 2010 as well as statutory and other official guidance and codes of practice and any amendments to each of the same, including, without limitation the Code of Practice for the elimination of Racial Discrimination and the Promotion of Equality of Opportunity in Employment and will indemnify the Employer for any loss, expense or damage incurred as a result of any breach of such obligations.

16.2 The Contractor agrees that it will provide the Employer with all information reasonably requested by the Employer to allow it to monitor compliance with the Equality Act 2010 and any code of practice issued thereunder and to discharge its own obligations.

**SECTION 17 CO-OPERATION WITH CONSTRUCTORS/CONTRACTORS**

17.1 The Contractor shall co-operate with all other constructors and contractors appointed by the Employer to undertake works and services in relation to the Employer’s properties.

**SECTION 18 NOT USED**

**SECTION 19 RELIEF FROM OBLIGATIONS**

**Early Warning**

19.1 .1 Each Party must notify the other in writing (copied to the Contract Administrator) of any matter they become aware of which could lead to either Party being unable to comply with its obligations under this Contract to where any such matter is an exceptional circumstance e.g. force majeure etc. Where not an exceptional circumstance the normal contract applies.

.2 Following a notification under Clause 23.1.1 the Contract Administrator may require the Contractor to attend a risk reduction meeting to consider:

.1 the likely impact of the matter that has been notified;

.2 the steps that should be taken (in accordance with this Contract) for managing avoiding or reducing the effect of it; and

.3 The likely cost of those steps and who (in accordance with this Contract) should bear that cost.

**SECTION 20 CHANGES IN LAW RISK**

20.1 .1 Changes in the Law are to be a Contractor’s risk. The Contractor will not be entitled to claim for any increase to the Order Prices, extension to the Response Periods, or additional payment under this Contract that results from a change in Law.

.2 Where a change in Law was not foreseeable on the date of this Contract and has a significant impact on the rates in the Price Schedule at Schedule 4, the Employer and Contractor may (but are not required to) agree a change to these rates or an additional payment due to the Contractor to reflect the Contractor’s additional costs due to that change in Law.

**SECTION 21 DEFAULT NOTICE**

21.1 .1 The Employer may serve a Default Notice on the Contractor if the Contractor:

.1 fails either to complete an Order or rectify a Defect in response to an instruction given under Clause 2.14 (Instruction to complete Orders or rectify Defects) within the period specified in the instruction;

.2 commits a breach of the Contract (other than failing to complete an Order within its Response Period, failing to rectify a Defect within its Defect Rectification Period or failing either to complete an Order or rectify a Defect in response to an instruction given under Clause 2.14 (Instruction to complete Orders or rectify Defects) within the period specified in the instruction) which either cannot be put right or which is not put right within the period set out in a written notice from the Employer:

A specifying the breach; and

B giving the Contractor a period to put it right (which may not be less than 20 (twenty) Business Days unless the Employer (acting reasonably) considers that the breach needs to be put right within a shorter period than this;

.3 commits a breach of this Contract and the Contractor has committed the same or a similar breach two or more times in the 3 (three) months preceding the breach;

.4 fails to provide a Remedial Plan under Clause 22 (Remedial Plan) within the period the Contractor is required to do so under that clause; or

.5 fails to implement a Remedial Plan to the satisfaction of the Employer within any deadline to do so set out in the Remedial Plan.

**SECTION 22 REMEDIAL PLAN**

22.1 .1 The Employer may (but is under no obligation to do so) by written notice require the Contractor to produce a Remedial Plan if the Contractor:

.1 is in breach of this Contract.

.2 A Remedial Plan must demonstrate to the satisfaction of the Employer how (as applicable):

.1 such a breach will be avoided in future.

.3 The Contractor must provide a draft of the Remedial Plan within 20 (twenty) Business Days of the Employer’s written notice under Clause 21 unless the Employer (acting reasonably) considers that the nature of the breach means that a draft Remedial Plan should be provided within a shorter period and states this period in the notice.

.4 Within 10 (ten) Business Days of the receipt of the draft Remedial Plan under Clause 21 (or such longer period as the Employer and Contractor agree) the Employer must by written notice to the Contractor:

.1 approve the draft Remedial Plan;

.2 approve the draft Remedial Plan subject to the Contractor making specific changes to it that are set out in the notice;

.3 reject the draft Remedial Plan and inform the Contractor of the contents of it that need to be changed to secure the Employer’s approval; or

.4 reject the draft Remedial Plan and inform the Contractor of the Employer’s reasons for doing so.

.5 Where the Employer approves the draft Remedial Plan under Clause 24.3.4, the Contractor must implement that Remedial Plan.

.6 Where the Employer approves a draft Remedial Plan under Clause 21 subject to amendments being made by the Contractor, the Contractor must indicate by written notice to the Employer within 5 (five) Business Days whether those amendments are acceptable. Where the Contractor’s notice indicates that the amendments are:

.1 acceptable, the Contractor must implement that Remedial Plan within the timescales set out in that Remedial Plan;

.2 not acceptable, clause 21 will apply

.7 Where the Employer rejects the draft Remedial Plan:

.1 the Contractor must provide the revised Remedial Plan within 10 (ten) Business Days of the date of rejection or such shorter period stated in the notice of rejection within which the Employer (acting reasonably) considers that it should be provided having regard to the nature of the breach; and

.2 Clauses 21 to this Clause 21.1.7.2 will apply to the revised Remedial Plan and any further revisions to it.

**SECTION 23 EMPLOYER STEP-IN**

23.1 .1 If the Employer reasonably believes that it needs to take action in connection with any Works to discharge a statutory duty, then the Employer may take action in accordance with this clause.

.2 If the Employer wishes to take such action, the Employer must notify the Contractor in writing of the following:

.1 the action it wishes to take;

.2 the reason for such action;

.3 the date it wishes to commence such action;

.4 the time period which it believes will be necessary for such action; and

.5 to the extent practicable, the effect on the Contractor and the Works during the period such action is being taken.

.3 In a Disaster or Civil Emergency the Employer must notify the Contractor verbally of the matters referred to in Clause 23.1.2 and confirm such notification in writing as soon as reasonably possible.

.4 Following the service of a notice under Clause 23.1.2, the Employer may take such action as has been notified and any consequential action as the Employer reasonably believes is necessary. The Contractor must give all reasonable assistance to the Employer while it is taking such action.

.5 If the Contractor is not in breach of its obligations under the Contract, then for so long as and to the extent that the Employer takes action under Clause 23.1.2 and this prevents the Contractor from undertaking any part of the Works the Contractor must:

.1 be relieved of its obligation to provide such part of the Works throughout the period in which the Employer is taking such action; and

.2 provide such assistance as the Contract Administrator directs (such assistance to be paid for at the Daywork Rates in Schedule 4.

.6 If action is taken by the Employer under Clause 23.1.2 as a result of a breach of this Contract by the Contractor for so long as and to the extent that the action is taken and this prevents the Contractor from providing any part of the Works:

.1 the Contractor must be relieved of its obligation to provide such part of Works throughout the period in which the Employer is taking such action; and

.2 the Contractor must pay to the Employer any additional costs (over and above the amount the Employer would have paid the Contractor for those Works) if any Works are undertaken by the Employer or by a Employer Party as part of the action taken by the Employer under Clause 23.1.2.

**SECTION 24 REMEDIES CUMULATIVE**

24.1 The rights and remedies given by this Contract are cumulative and do not exclude any other rights or remedies given by Law or under this Contract.

**SECTION 25 GENERAL PROVISIONS**

Third party rights and groups

25.1 .1 Where the Employer requires the Contractor to undertake Works for a Group Organisation that Group Organisation may rely on this Contract under the Contracts (Rights of Third Parties) Act 1999.

.2 Subject to Clauses 25.1.1, nothing in this Contract confers any benefit on any person or Organisation who is not a Party or gives any such person or Organisation any right to enforce it.

**Waiver and severability**

25.2 .1 A failure by the Employer in enforcing any rights, powers or privileges under this Contract must not be construed as a waiver of that provision. Such waiver must not affect the validity of the Contract or the Employer’s right to enforce it in accordance with its terms.

.2 The single or partial exercise of any right, power or privilege under the Contract does not prevent any other exercise of that right, power or privilege or the exercise of any other right, power or privilege (whether arising out of the same factual situation or otherwise).

.3 Any waiver of a breach of this Contract is not to be effective unless given in writing signed by the Party waiting its entitlement.

.4 No waiver is to be deemed a waiver of any subsequent breach or default not is it to affect the other terms of this Contract.

.5 The receipt of money does not prevent the Party receiving it questioning the correctness of the amount of any other statement in respect of money.

.6 If any term of this Contract is illegal, void or unenforceable the remainder of this Contract will continue in force as though that term had not been included in it.

**Entire agreement**

25.3 .1 Subject as provided in Clause 25.3.3, this Contract sets out the whole agreement between the Parties in relation to the Works. It supersedes and invalidates all other commitments, representations and warranties relating to its subject matter which either Party has made orally or in writing.

.2 Each Party warrants that it has not entered into this Contract in reliance on any representation made by the other except to the extent that such representation is expressly included in it.

.3 Nothing in this Clause 25.3 excludes any liability for fraudulent misrepresentation.

**Extent of obligations and further assurance**

25.4 .1 Where the Employer is a charity and/or a registered provider of social housing (as set out in the Specification), nothing in this Contract requires the Employer to act in any way which is inconsistent with its obligations as such.

.2 Each Party undertakes (subject to Clause 25.4.1) to do all things and execute all further documents that the other may reasonably require to give effect to this Contract.

.3 Nothing in this Contract is to constitute or be deemed a partnership within the meaning of the Partnership Act 1890, the Limited Partnerships Act 1907, the Limited Liability Partnerships Act 2000 or any other Law concerning partnerships or limited liability partnerships.

.4 Neither Party must hold itself out as the agent of the other or have any authority to bind the other except to the extent that this Contract expressly provides otherwise.

**Variations of the Contract**

25.5 .1 No variation of this Contract is to bind either Party and no person has authority on behalf of either Party to agree to any variations to this Contract except where the amendment is agreed to in writing by both Parties.

.2 No consents to any variation to this Contract are required from any person who is not a Party.

**Counterparts**

25.6 This Contract may be executed in counterparts each of which is deemed to be an original and the counterparts together constitute the same agreement.

**Legal costs**

25.7 Each Party is to bear their own costs in relation to the negotiation and completion of this Contract.

**Ethical Trading**

25.8 The Employer expects the Contractor and its Sub-Contractors to adhere to the following ethical conduct guidelines which reflects the principles set out in the Ethical Trading Initiative Base Code and International labour Organisation (ILO) Conventions:

(a) contractors must not use any form of forced, bonded or involuntary labour, and workers must not be obliged to lodge identity papers or pay any deposit as a condition of work;

(b) workers must not be subject to physical or verbal abuse or threats or intimidation of any description;

(c) workers must not be required to work extreme hours or work without adequate rest periods;

(d) contractors must not use workers under the age of 15, or the minimum legal working age in the country in question, if higher than 15. Contractors must accept the principles of remediation of child and under age workers, and where such labour is discovered Contractors must establish and implement appropriate remediation for such workers and introduce effective systems to prevent the use of child labour in the future;

(e) factories and work sites used by Contractors must be safe and hygienic with an adequate number of safe and accessible fire exits from all buildings including living accommodation and workers must have access to drinking water;

(f) workers’ life or limb must not be endangered due to the use of dangerous machinery, unsafe building structure or layout, or hazardous chemicals. Where serious or fatal accidents have occurred Contractors must demonstrate to the satisfaction of the Employer that all appropriate steps have been taken to prevent similar accidents occurring in the future;

(g) living accommodation, where provided, must be in buildings that are separate from other areas of the workplace and have an adequate fire alarm system;

(h) contractors must pay wages that meet the minimum requirements of the country in which they are operating from and that are sufficient to meet basic needs and to provide some discretionary income;

(i) contractors must maintain proper and accurate employment records including calculation of pay and hours worked and Contractors must be transparent and cooperative as regards the inspection of employment records;

(j) contractors must not engage in bribery, corruption or other similar unethical practices in order to gain competitive advantage;

(k) no discrimination is practised; and

the Employer reserve the right to audit this at any time during the contract period, in the event that the Employer considers that a Contractor is not in compliance with the ethical conduct guidelines the Contractor must take all such appropriate remedial actions as requested by the Employer to address any areas of concern.

**Modern Slavery Act 2015**

25.10 Modern Slavery Act 2015 Adherence

25.10.1 The Client expects the Contractor and its Sub-Contractors to use reasonable endeavours to ensure that its employees or agents and/or supply chain shall, at all times act in a way which is compliant with the Modern Slavery Act 2015.

25.10.2 The Client reserves the right to carry out spot checks on the Contractors supply chain. The Contractor and its supply chain must produce, on an annual basis, statements and current policies about modern slavery which comply with the principles of the Act.

25.10.3 The Client reserves the right, upon reasonable notice, to audit this at any time during the contract period. In the event that the Client considers that a Contractor is not in compliance with the Modern Slavery Act 2015 the Contractor must take all such appropriate remedial actions as requested by the Client to address any areas of concern.

25.10.4 Subject to Section 5 the Contractor agrees to indemnify and keep indemnified the Client against all loss, costs, proceedings or damages whatsoever arising out of or in connection with any breach by the Contractor of its obligations under the Modern Slavery Act 2015.

**Principle Contractor CDM Regulations 2015**

26.0 Where there is more than one contractor involved, xxxxxxx will be appointed by the client as the principal contractor to manage health and safety risks during the construction phase.  The principal contractor must, in accordance with the provisions of the Construction (Design and Management) Regulations 2015:

.       demonstrate they have the skills, knowledge, experience and  organisational capability to carry out this work;

.       plan, manage, monitor and coordinate the entire construction phase;

.       take account of the health and safety risks to everyone affected by the work (including members of the public), in planning and managing the measures needed to control them;

.       liaise with the client and principal designer for the duration of the project to ensure that all risks are effectively managed;

.       prepare a written construction phase health and safety plan before the construction phase begins, implement, and then regularly review and revise it to make sure it remains fit for purpose;

.       have ongoing arrangements in place for managing health and safety throughout the construction phase;

.       consult and engage with workers about their health, safety and welfare;

.       ensure suitable welfare facilities are provided from the start and maintained throughout the construction phase;

.       check that  anyone they appoint has the skills, knowledge, experience and, where relevant, the organisational capability to carry out their work safely and without risk to health;

.       ensure all workers have site-specific inductions, and any further information and training they need;

.       take steps to prevent unauthorised access to the site;

.       liaise with the principal designer to share any information relevant to the planning, management, monitoring and coordination of the pre-construction phase.

**Principle Designer CDM Regulations 2015**

26.1 Where the client appoints xxxxxxxx as the principal designer and where the construction phase involves more than one contractor, to manage health and safety risks during the pre-construction phase, the principal designer must, in accordance with the provisions of the Construction (Design and Management) Regulations 2015:

.       demonstrate they have the skills, knowledge, experience and  organisational capability to carry out this work;

.       plan, manage, monitor and coordinate health and safety in the pre-construction phase, taking account of relevant information that might affect design work carried out both before and after the construction phase has started;

.       help and advise the client in bringing together pre-construction information, and provide the information designers and contractors need to carry out their duties;

.       work with any other designers on the project to eliminate foreseeable health and safety risks to anyone affected by the work and, where that is not possible, take steps to reduce or control those risks;

.       ensure that everyone involved in the pre-construction phase communicates and cooperates, coordinating their work wherever required;

.       liaise with the principal contractor, keeping them informed of any risks that need to be controlled during the construction phase