

## JCT Standard Building Contract Without Quantities (SBC/XQ 2024)

### ARTICLES OF AGREEMENT AND CONDITIONS OF CONTRACT

The Articles of Agreement and Conditions of Contract will be those of the Joint Contracts Tribunal (JCT) Standard Building Contract Without Quantities (SBC/XQ 2024)

#### ATTESTATION

Execution under Hand

	<b>The Employer</b>	
	Musicability Foundation CIO 10 Parade Street Penzance TR18 4BU info@musicabilitycic.uk hello@musicabilityfoundation. uk 01736 350887	
<b>Contract Particulars</b>		
<b>Clause etc.</b>	<b>Subject</b>	
First Recital	The Employer wishes to have the following work carried out	General internal and external refurbishment and repair works and mechanical and electrical works.
	at	10 Parade Street Penzance TR18 4BU
Second Recital	The drawings are numbered/listed in	As listed on the Contracts Finder website.
Third Recital	The Pricing Option that applies is:  The Priced Document is:	Pricing Option A applies  The Contractor has supplied the Employer with a copy of the priced Contract Specification or Work Schedules <del>or with a Schedule of Rates</del>
Fourth Recital and clause 1.1	For the purposes of the Construction Industry Scheme (CIS) under the Finance Act 2004, the status of the Employer is, as the Base Date, that stated in the Contract Particulars.	Base Date: 10 days before the tender return date.  Employer at the Base Date <del>'is a contractor'</del> / 'is not a contractor' for the purposes of the CIS
Fifth Recital	Information Release Schedule	Not Applicable
Sixth Recital	Division of the Works into Sections	Not Applicable

Clause etc.	Subject	
Seventh Recital	Contract is supplemented by the Framework Agreement	Not Applicable
Eighth Recital	Supplemental Provisions	
	1: Collaborative working	applies/ <del>does not apply</del>
	2: Health and safety	applies/ <del>does not apply</del>
	3: Cost savings and value improvements	applies/ <del>does not apply</del>
	4: Sustainable development and environmental considerations	applies/ <del>does not apply</del>
	5: Performance Indicators and monitoring	<del>applies</del> /does not apply
	6: Notification and negotiation of disputes	applies/ <del>does not apply</del> Employer's nominee: Tim Boulton Contractor's nominee: TBC or such replacement as each Party may notify to the other from time to time
	9: Named Specialists	Applies in respect of Pre-Named Specialist Work only  Electrical Works: Morgan Hall Hall & Co Electrical LLP Rosmorgan, Treen, St Levan, Cornwall, England, TR19 6LF
Tenth Recital	Employers Requirements	Included in the Tender Documents.
Eleventh Recital	Contractors Proposals	To be provided by the Contractor for all the Mechanical and Electrical works.
Eleventh Recital	CDP Analysis	To be undertaken by the Design Team
Twelfth Recital	Contractor's responsibilities	applies/ <del>does not apply</del>
Article 8	Arbitration	*Article 8 and clauses 9.3 to 9.8 ( <i>Arbitration</i> ) <del>apply</del> /do not apply
Clause etc.	Subject	
1.1	Base Date	10 days before tender return date
1.1	BIM Protocol	Not Applicable
1.1	Works Commencement Date:	Monday 5 <sup>th</sup> January 2026

	Completion Date:	Friday 27 <sup>th</sup> March 2026
1.7	Addresses for service of notices by the Parties	Employer: Musicability Foundation CIO 10 Parade Street Penzance TR18 4BU  Contractor: TBC
2.4	Date of Possession of the site	Monday 5 <sup>th</sup> January 2026
2.5	Deferment of possession of the site	Clause 2.5 <del>*applies/does not apply</del>  Maximum period of deferment (if less than 6 weeks) is  6 (six) weeks
2.9.1.2	Master programme	<del>*Critical paths are/are not</del> required to be shown
2.19.3	Contractor's Designed Portion: Limit of Contractor's Liability for loss of use etc (if any)	£800,000 (eight hundred thousand pounds)
2.23.2	Liquidated damages	at the rate of £500 per week or part thereof
	Sections: rate of liquidated damages for each Section	Not Applicable
2.37	Sections: Section Sums	Not Applicable
2.38	Rectification Period	12 (twelve) months from the date of practical completion of the Works
4.3 and 4.14	Fluctuation Provisions	<del>*JCT Fluctuations Option A applies/</del> <del>*JCT Fluctuations Option B applies/</del> <del>*JCT Fluctuations Option C applies/</del> <del>*no Fluctuations applies/</del> <del>*the following Fluctuations Provision applies</del>  .....  ..... ..... per cent  JCT Fluctuations Option A or Option B – percentage addition  JCT Fluctuations Option C – Formula Rules  Rule 3: Base Month ..... Rule 3: Non-Adjustable Element ..... per cent  Rules 10 and 30(i): *Part I/Part II of section 2 of the Formula Rules applies

4.7	Advance payment	<p>Clause 4.7 <del>*applies</del>/does not apply</p> <p>If applicable: the advance payment will be</p> <p>£ ...../.....per cent of the Contract Sum and will be paid to the Contractor on .....;</p> <p>it will be reimbursed to the Employer in the following amount(s) and at the following time(s)</p> <p>.....</p> <p>.....</p>
4.7	Advance Payment Bond	An advance payment bond <del>*is</del> /is not required
4.8	Interim payments – Interim Valuation Dates	<p>The first Interim Valuation date is: One month after commencement on site 5<sup>th</sup> February 2026</p> <p>and thereafter the same date in each month or the nearest Business Day in that month</p>
4.16.4	Listed Items – uniquely identified	<p>For uniquely identified Listed Items a bond in respect of payment for such items is required for</p> <p>Not Applicable</p>
4.16.5	Listed Items – not uniquely identified	<p>For Listed Items that are not uniquely identified a bond in respect of payment for such items is required for</p> <p>Not Applicable</p>
4.18		<p>Clause 4.18 <del>*applies</del>/does not apply</p> <p>If clause 4.18 applies, the maximum aggregate sum for the purposes of clause 2 of the bond is</p> <p>£.....</p> <p>For the purposes of clause 6.3 of the bond, the expiry date shall be</p> <p>.....</p>
4.19.1	Retention Percentage	5 (five) per cent
5.7	Daywork	<p>The Percentage Additions to each section of the prime cost or, if they apply in respect of labour, the All-Inclusive Rates, are set out in the following document</p> <p>To be confirmed by Contractor</p> <p>.....</p> <p>.....</p>

		.....
6.4.1	Contractor's Public Liability insurance: injury to persons or property	£1,000,000 (one million) For any one occurrence or series of occurrences arising out of one event
6.5.1	Insurance - liability of Employer	Insurance <del>*may be required/is not required</del>  Minimum amount of indemnity for any one occurrence or series of occurrences arising out of one event  £800,000 (eight hundred thousand pounds)
6.7 and Schedule 3	Insurance of the Works - Insurance Options	Schedule 3: <del>*Insurance Option A applies/</del> <del>*Insurance Option B applies/</del> *Insurance Option C applies
6.7 and Schedule 3	Percentage to cover professional fees <i>(if no other percentage is stated, it shall be 15 per cent.)</i>	15 (fifteen) per cent
6.7 and Schedule 3	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 <i>(as supplied by the Contractor)</i>	Not Applicable
6.7 and Schedule 3	Where Insurance Option C applies, paragraph C.1 <i>(Unless otherwise stated, paragraph C.1 applies. If it is not to apply, state the reference number and date of other identifier of the replacement document (s).)</i>	* applies/ <del>* is replaced by the provisions of the following document (s)</del> ..... ..... ..... (the 'C.1 Replacement Schedule')
6.10 and Schedule 3	Terrorism Cover – details of the required cover	As set out in the following document (s) ..... Not Applicable..... .....
6.15	Contractor's Design Portion (CDP) Professional Indemnity Insurance  Level of Cover <i>(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).</i>	Amount of indemnity required *relates to claims or series of claims arising out of one event/ <del>*is the aggregate amount for any one period of insurance</del>  and is

	<i>(If no amount is stated, insurance under clause 6.15 shall not be required).</i>	£800,000 (eight hundred thousand pounds)
	Cover for pollution and contamination claims <i>(if no amount is stated, such cover shall not be required; unless otherwise stated, the required limit of indemnity is an annual aggregate amount).</i>	<del>*is required, with a sub-limit of indemnity of</del> £..... *is not required
	Expiry of required period of CDP Professional Indemnity insurance is  <i>(if no period is selected, the expiry date shall be 6 years from the date of practical completion of the Works).</i>	*6 years/ <del>*12 years/</del> * ..... years (not exceeding 6 years)
6.17	Joint Fire Code	The Joint Fire Code *applies/ <del>does not apply</del>
	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/No
6.20	Joint Fire Code - amendments/revisions	The cost, if any, of compliance with amendment(s) or revision(s) to the Joint Fire Code shall be borne by <del>the Employer</del> *the Contractor
7.2	Assignment/grant by Employer of rights under clause 7.2	Clause 7.2 <del>*applies/</del> does not apply
	Sections: rights under clause 7.2	*Rights under clause 7.2 apply to each Section
7.3.1	Performance Bond or guarantee from bank or other approved surety	<del>Is required</del> /is not required
7.3.2	Guarantee from the Contractors parent company	<del>Is required</del> /is not required
	Parent company's name and registration number	Not Applicable .....
	The required form of guarantee is set out in	Not Applicable .....
7.4	Third Party Rights and Collateral Warranties – details of the requirements for the grant by the Contractor and sub-contractor of P&T Rights, Funder Rights and/or (in the case of the sub-contractors) Employer Rights in respect of the Works, either as third party rights or by collateral warranties ('Rights	..... ..... ..... .....

	Particulars') are set out in the following document	
8.9.2	Period of suspension (if none stated, the period is 2 months)	2 (two) months.....
8.11.1.1 to 8.11.1.5	Period of suspension (if none stated, the period is 2 months)	2 (two) months.....
9.2.1	Adjudication	President or Vice-President of the Royal Institute of Chartered Surveyors
	Nominating body - where no Adjudicator is named or where the named Adjudicator is unwilling or unable to act (whenever that is established)	<del>*Royal Institute of British Architects</del> *The Royal Institution of Chartered Surveyors <del>*constructionadjudicators.com</del> <del>*Association of Independent Construction Adjudicators</del> <del>*Chartered Institute of Arbitrators</del>
9.4.1	Arbitration - appointor of Arbitrator (and of any replacement)	<del>President or a Vice-President:</del> <del>*Royal Institute of British Architects</del> <del>*The Royal Institution of Chartered Surveyors</del> <del>*Chartered Institute of Arbitrators</del>
END		