

APPENDIX C

SAMPLE OF EMPLOYER'S DAYWORK
ORDER FORM TO CONTRACTOR

SMALL WORKS ORDER

Horniman Museum
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Email
enquiry@horniman.ac.uk
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TO _____

ADDRESS _____

ORDER NO. _____

DATE OF ORDER _____

VALUE OF ORDER £ _____ -

ISSUED BY _____

CARRY OUT THE FOLLOWING WORKS IN ACCORDANCE WITH THE 'TERMS' STATED BELOW AND THE 'CONDITIONS' APPENDED:

Quantity	Description	Cost

- | | | | |
|----|---|----------------------|----------------------------|
| 1. | Anticipated commencement date of works: | | |
| 2. | Duration of works: | | weeks |
| 3. | Rectification period: | Applicable: YES / NO | months |
| 4. | Retention | Applicable: YES / NO | % |
| 5. | Damages for late completion | Applicable: YES / NO | £ per week or part thereof |
| 6. | Monthly interim payments | Applicable: YES / NO | |

Signed for and on behalf of Horniman
Museum Public Park Trust

Position

HORNIMANMUSEUM

SMALL WORKS ORDER - CONDITIONS

The following conditions in Sections 1 to 9 are not negotiable and the Museum requires, as part of the works order, that they are strictly adhered to. Any wilful ignoring of these conditions will result in the person being banned from the Museum site and any further breach may result in the company being barred from any further works order for the Museum.

SECTION 1 - RULES FOR VISITING CONTRACTORS TO THE MAIN MUSEUM SITE

1. Parking:
The Museum cannot provide contractor parking and staff attending site should be informed of this and advised that they may park on Sydenham Rise opposite the Museum. If there is equipment to unload the Museum should be informed in advance and arrangements can be made for short term parking on site. Vehicles should then be removed from the site.
2. Identification badges work permits and keys:
Every person must wear the prescribed Museum identification badge / work permit in a prominent position at all times when in the Museum. The badge/permit/key will be issued at the security desk on arrival and must be returned on departure. The badges/permits/keys must not be taken 'off site' and must be handed in whenever leaving the Museum.
3. Smoking:
No smoking is permitted anywhere in the Museum at any time, including courtyard areas.
4. Hot Works, Working at Height (over 2 metres), Electrical Work:
All works which have any element as above must be agreed in advance with the Facilities Manager or his Deputy and a Permit to Work obtained. This may also require isolation of the fire alarm system prior to the commencement of any hot 'work'. Work may not commence until this precaution has been confirmed by a member of the Security Team.
5. Food and drink:
No food or drink of any type may be taken into, or consumed within the Museum.
6. Radios:
No radios or mp3 players may be used within the Museum or Gardens at any time.
7. Language:
Foul, offensive or immoderate language is not acceptable within the Museum and Gardens at any time.
8. Fire alarms and evacuations:
Fire alarms are tested every Thursday morning between 08.30 and 10.00. They will sound for a few seconds only and then stop. This activation is repeated several times. At all other times when the fire alarm sounds, all contractors must evacuate the building immediately by the nearest exit. The contractor must nominate a member of his staff to be responsible for checking that all of his staff are clear of the building and report such to the nearest Visitor Services Assistant who will relay the information to Control. Contractors will not re-enter the building without permission from the Museum Control.
9. Accidents:
All accidents should be reported to the Security Desk.
10. Toilets:
Contractors may only use the toilets designated by the Museum.
11. Access:
All means of access must be agreed in advance by the Facilities Manager or his Deputy. The normal access route is via the Horniman Drive gate. Contractors should be reminded that the speed restriction is 5mph and must be observed.
12. Materials:
The delivery and storage of materials and the routes and times of entry into the Museum must be agreed with the Facilities Manager or his Deputy in advance.
13. Rubbish:
The Contractor is responsible for removing all unused materials and/or rubbish on completion of the works and at the end of each work period.
14. Work Site:
Contractors should restrict their movements to the designated work site and agreed access routes.
15. Works:
No work shall be carried out without the prior knowledge and agreement of the Facilities Manager or his Deputy.
16. Telephones:
The Museum phone system is not to be used by Contractors except in cases of emergency. It should also be noted that the use of mobile phones within the Museum building should not cause nuisance or annoyance to staff or visitors.

SECTION 2 - RULES FOR VEHICLES ENTERING THE HORNIMAN GARDENS

1. Wherever possible deliveries should take place between 7.30am and 10.30am.
2. Permission to drive into or park in the gardens must be given prior to arrival on site.
3. Pedestrians have priority on the pathways.
4. Vehicles will enter and leave the site via the Horniman Drive gate unless special arrangements are made to the contrary.
5. Drivers are expected to close any gate they have opened as they pass through the gardens and when they leave the site.
6. Vehicles must adhere to the notified speed limit of 5mph at all times. (this is walking pace)
7. Drivers must be aware of children and pedestrians at all times. Particular care should be taken on any corner or turn in the pathway.
8. Reversing vehicles should have alarms where possible and a banksman must be used at all times when reversing on site.
9. Care should be taken crossing the roadhumps.
10. When parking on the bandstand only agreed areas may be used.
11. No vehicles may be parked on the Avenue. This is for heavy or awkward deliveries only.
12. No vehicles may be left unattended on the Avenue.

SECTION 3 - RULES FOR VISITING CONTRACTORS TO THE STUDY COLLECTIONS CENTRE (SCC)

1. Entry to the Building:
Entry to the main SCC building for any reason other than in connection with the works is prohibited at all times unless access is granted to use the toilet facilities. If and when access is required to facilitate the works, arrangements will be agreed in advance by the Facilities Manager or the Collections Manager or his nominated substitute.
2. Parking:
Parking areas at the Study Collections Centre (SCC) will be agreed before work commences.
3. Access to the SCC:
For the duration of the works the SCC will be opened at 9.00am. Deliveries must not take place earlier than 9.00am or later than 4.00pm, unless agreed in advance. All contractors and deliverers must be made aware that access to the SCC is via a barrier at the end of Old School Close. An intercom is located at the perimeter gate to the site. On occasion there may be a wait of a few minutes for the barrier to be unlocked and entry provided. Contractors or deliverers should also be warned that the barrier opens outwards. A single ring on the intercom is sufficient to make their presence known.
4. Smoking:
Smoking is permitted in the grounds but not in the vicinity of the main / outbuildings or any areas containing combustible or flammable materials. Smoking is not permitted at any time in or on the building or whilst working on scaffolding.
5. Hot Works, Working at Height (over 2 metres), Electrical Work:
All works which have any element as above must be agreed in advance with the Collections Manager or his nominated substitute and a Permit to Work obtained. This may also require isolation of the fire alarm system prior to the commencement of any hot 'work'. Work may not commence until this precaution has been confirmed. Any contractor refusing to complete a work permit will not be permitted to work on site.
6. Food and drink:
A site hut will be provided by the contractor (where appropriate) for the consumption of food and drink. No food or drink of any type may be taken into, or consumed within the main or outbuildings. Food wrappings and used drinks containers must be disposed of in the bin in the yard.
7. Radios:
No radios or mp3 players may be used within the building or grounds at any time.
8. Language:
Foul, offensive or immoderate language is not acceptable at any time.
9. Fire alarms and evacuations:
The fire alarm is tested every Tuesday morning at 10.00am. It will sound for a few seconds only and then stop and this activation may be repeated several times. At all other times when the fire alarm sounds continuously, all contractors must evacuate the building and / or scaffolding immediately and go to the Fire Assembly Point. In the event of Fire Alarm activation a member of the SCC staff will liaise with a nominated member of the contractor's staff who will be responsible for ensuring that all of their staff are clear of the building and assembled at the Fire Assembly Point in the yard. The nominated person will report that all contract staff are accounted for to the Collections Manager or his / her nominated substitute (Incident Controller). Failure to respond to a Fire Warning will be treated as a serious breach of contract. Contractors will not re-commence work without permission from the Incident Controller (Collections Manager or his / her nominated substitute).
10. Accidents:
All accidents must be reported to the Collections Manager or nominated substitute. A copy of any Accident Form should be lodged with the SCC site Incident Controller and a copy forwarded to the Museum for the attention of the Facilities Manager.
11. Toilets:
Where provided Contractors may use only the toilets in the site hut provided, unless agreed in advance with the Collections Manager.
12. Rubbish:
The Contractor is responsible for removing all unused materials and / or rubbish on completion of the works and at the end of each work period.
13. Work Site:
Contractors should restrict their movements to the designated work site and agreed access routes.
14. Works:
No work shall be carried out without the prior knowledge and agreement of the Collections Manager or nominated substitute.
15. Telephones:
The Museum phone system is not to be used by Contractors except in cases of emergency.
16. Security:
At the end of each working day ladders at ground level must be removed and locked away. If this is not possible they must be secured so that they cannot be used by others; methods of securing ladders must be discussed with and agreed by the Collections Manager or his / her nominated substitute. Any instances of ladders not removed or secured in an approved fashion will be considered a breach of the contract. Any act, or failure to act, which compromises the safety and security of the Study Collections Centre will be treated as an extremely serious breach of contract.

SECTION 4 - CARRYING OUT THE WORKS

1. The Contractor shall carry out and complete the works in a proper and workmanlike manner in compliance with the Small Works Order, the Construction Phase Plan (where applicable) and other Statutory Requirements, and shall give all notices required by the Statutory Requirements.
2. Where and to the extent that approval of the quality of materials or of the standards of workmanship is a matter for the Museum's opinion, such quality and standards shall be to their reasonable satisfaction.
3. If any defects appear in the works during the rectification period the Museum shall require the Contractor to make good such defects entirely at their own cost unless instructed otherwise.

SECTION 5 - CONTROL OF THE WORKS

1. The Contractor shall not without the Museum's written consent sub-contract the whole or any part of the works.
2. The Contractor shall ensure that at all reasonable times he has a competent person in charge and any instructions given to that person shall be deemed to have been given to the Contractor.
3. The Museum may (but shall not unreasonably or vexatiously) issue instructions requiring the exclusion from site of any person employed thereon.

SECTION 6 - PAYMENT

1. The order is exclusive of VAT (unless stated otherwise) and in relation to any payment to the Contractor under this Small Works Order, the Museum shall in addition pay the amount of any VAT properly chargeable in respect of it.
2. Subject to the requirements stated in the 'terms', applications for payment shall be made by the Contractor one month on from the commencement date and on the same day each month thereafter.
3. The payment applied for by the Contractor shall be the gross valuation as referred to in clause 6.4 below less:
 1. An amount equal to any amount which may be deducted by the Museum as retention, as referred to in clause 6.5 below
 2. The total amount previously paid
 3. An amount equal to any amount which may be deducted by the Museum as damages for late completion, as detailed in clause 6.6 below.
 4. Any nett additional cost incurred by the Museum as a direct consequence of negligence on the part of the Contractor in executing the works
4. The gross valuation shall be the total amounts referred to in clauses 6.4.1 to 6.4.3, up to and including a date not more than 7 days before the date when the first and each interim payment is due.
 1. The total value of work properly completed on site by the Contractor in accordance with the specification requirements stipulated on the Small Works Order form.
 2. The total value of materials and goods delivered to or adjacent to the works for incorporation therein by the Contractor, provided that the value of such materials and goods are reasonably, properly and not prematurely delivered to site and are suitably protected from theft and damage.
 3. The total value of any materials or goods other than those to which clause 6.4.2 refers where the Museum, in the exercise of its discretion, has decided that such total value shall be included in the amount stated as due to the Contractor.
5. Where retention is stated in the 'terms' to be applicable this may be deducted by the Museum; the value of which shall be ascertained as follows:
 1. Where the works are deemed by the Museum to have not reached Practical Completion the Museum may deduct and retain, as referred to in clause 6.3.1, the percentage stated in the 'terms'.
 2. Where the works are deemed by the Museum to have reached Practical Completion and the rectification period is stated as being applicable, and has commenced, the retention which the Museum may deduct and retain shall be 50% of the percentage stated in the 'terms'.
 3. Where the rectification period has expired and the Museum is satisfied that all defects arising have been made good any retention withheld by the Museum shall be included in an interim payment.
6. Where damages for late completion is stated in the 'terms' to be applicable the Contractor is to allow to the Museum damages at the rate stated in the 'terms' between such date for completion and the date of practical completion, save for the following requirements having been fulfilled:
 1. The Contractor has failed to complete the Small Works Order within the specified duration.
 2. The Contractor has failed to adequately justify to the Museum his reasons for late completion – the relevant events for late completion shall be deemed to be in line with the Minor Building Works Contract (MW) 2005 Edition as issued by the Joint Contracts Tribunal.
 3. The Museum has issued to the Contractor a written notice confirming non-completion by the due date.
 4. The Museum has provided the Contractor with prior written notification of his intention to withhold damages from any monies due (NB alternatively the Museum may recover the damages from the Contractor as a debt).
7. Unless specifically stated on the Small Works Order form that any element is to be remeasured / valued, the final cost of the order is to be as stated on the order form as issued by the Museum. Where the Contractor does not formally confirm his acceptance to the order the Contractor's agreement shall be deemed to have been given via the commencement of the works on site.
8. Where specifically stated on the Small Works Order form that any element is to be remeasured / valued, not later than 4 months after Practical Completion the Contractor shall send to the Museum all documents necessary for the purpose of computing the Ascertained Final Order Value.
9. The amount of the Final Payment to the Contractor shall be the sum determined in line with clause 6.7 or 6.8 above, less:
 1. The total amount previously paid in the first and any interim payments in respect of the works.
 2. An amount equal to any amount which may be deducted by the Museum as damages for late completion, as referred to in clause 6.6.

SECTION 7 - INJURY, DAMAGE AND INSURANCE

1. The Contractor shall be liable for, and shall indemnify the Museum against, any expense, liability, loss, claim or proceedings whatsoever in respect of personal injury to or death of any person arising out of or in the course of or caused by the carrying out of the Works, except to the extent that the same is due to any act or neglect of the Museum or any person for whom the Museum is responsible.
2. The Contractor shall be liable for, and shall indemnify the Museum against, any expense, liability, loss, claim or proceedings in respect of any loss, injury or damage whatsoever to any property real or personal (other than loss, injury or damage to the Works and / or site materials) in so far as such loss, injury or damage arises out of or in the course of or by reason of the carrying out of the works and to the extent that the same is due to any negligence, breach of statutory duty, omission or default of the Contractor or any person employed or engaged by the Contractor on or in connection with the Works or any part of them.
3. Without prejudice to his obligation to indemnify the Museum under clauses 7.1 and 7.2, the Contractor shall take out and maintain (and shall cause any sub-contractor similarly to take out and maintain) insurance in respect of claims arising out of his liability referred to in clauses 7.1 and 7.2 which:
 1. in respect of claims for personal injury to or death of any employee of the Contractor arising out of and in the course of such person's employment, shall comply with all relevant legislation; and
 2. for all other claims to which clause 7.3 applies, shall indemnify the Museum in like manner to the Contractor, but only to the extent that the Contractor may be liable to indemnify the Museum under the terms of the Small Works Order and shall be in a sum not less than £1,000,000.00 for any one occurrence or series of occurrences arising out of one event.

Contd..

SECTION 7 (Contd.)

3. The Contractor shall produce, and shall cause any sub-contractor to produce, such evidence as the Museum may reasonably require that the insurances referred to in clause 7.3 has been taken out and is being maintained.

SECTION 8 - TERMINATION

1. Notice of termination of the Contractor's employment shall not be given unreasonably or vexatiously. Such termination shall take effect on receipt of the relevant notice. Irrespective of the grounds of termination, the Contractor's employment may at any time be reinstated if and such terms as the parties agree.
2. Each notice referred to in this section shall be in writing and delivered by hand or sent by Recorded Signed for or Special Delivery post. Where sent by post in that manner, it shall, subject to proof to the contrary, be deemed to have been received on the second business day after the date of posting.
3. If, before practical completion of the works, the Contractor:
 - without reasonable cause wholly or substantially suspends the carrying out of the works; or
 - fails to proceed regularly or diligently with the Works; or
 - fails to comply with the CDM regulations, where the works are notifiablethe Museum may give to the Contractor notice specifying the default or defaults. If the Contractor continues a specified default for 7 days from receipt, the Museum may on, or within 10 days from, the expiry of that 7 day period by a further notice to the Contractor terminate the Contractor's employment under this Small Works Order.
4. If the Contractor is insolvent, the Museum may at any time by notice to the Contractor terminate the Contractor's employment under this Small Works Order.
5. The Museum shall be entitled, by notice to the Contractor, to terminate the Contractor's employment if the Contractor, or any person employed by him or acting on his behalf, shall have committed an offence under the Prevention of Corruption Acts 1889 to 1916.

SECTION 9 - SUPPLEMENTAL PROVISIONS

1. The Museum and Contractor shall work with each other and with any other team members in a co-operative and collaborative manner, in good faith and in a spirit of trust and respect. To that end, each shall support collaborative behaviour and address behaviour which is not collaborative.
2. Without limiting either Party's statutory and/or regulatory duties and responsibilities and/or the specific health and safety requirements of this Small Works Order, the Parties will endeavour to establish and maintain a culture and working environment in which health and safety is of paramount concern to everybody involved with the project.
3. The Contractor is encouraged to suggest economically viable amendments to the Works which, if instructed as a Variation to the Small Works Order by the Museum, may result in an improvement in environmental performance in carrying out of the Works or of the completed Works.
4. The Contractor shall provide to the Museum all information that he reasonably requests regarding the environmental impact of the supply and use of materials and goods which the Contractor selects.
5. With a view to avoidance or early resolution of disputes or differences, each Party shall promptly notify the other of any matter that appears likely to give rise to a dispute or difference. The senior executives (or if either is not available, a colleague of similar standing) shall meet as soon as practicable for direct, good faith negotiations to resolve the matter.