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**MWD 2024**  
**Minor Works Building Contract**  
**with contractor's design 2024**

**2024**  
**MINOR WORKS BUILDING CONTRACT**

### Minor Works Building Contract with contractor's design (MWD)

Appropriate:

- where the work involved is simple in character;
- where the work is designed and the requirements for the contractor's design of discrete part(s) are detailed by or on behalf of the Employer, and where the Contractor is required to design those part(s) of the work (Contractor's Designed Portion);
- where the Employer is to provide drawings and/or a specification and/or work schedules to define adequately the quantity and quality of the work; and
- where an Architect/Contract Administrator is to administer the conditions.

Can be used:

- by both private and local authority employers.

Not suitable:

- as a design and build contract;
- where bills of quantities are required;
- where provisions are required to govern work carried out by named specialists;
- where detailed control procedures are needed including (but not limited to) detailed provisions governing extensions of time and loss and expense.

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For details of 2024 Edition changes, see the Guidance Notes and the Tracked Change Document.

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# Agreement

## This Agreement

is made the 13 January 2026

## Between

### The Employer

The County of Herefordshire District Council  
of Plough Lane, Herefordshire, HR4 0LE

## And

### The Contractor

CF Roberts (Electrical Contractors) Limited  
Place of incorporation: England and Wales  
(Company No. 03146195)<sup>[1]</sup>

whose registered office is at Barrington House, Kingsditch Lane, Cheltenham, Gloucestershire, GL51 9NN

[1] Where the Employer or Contractor is neither a company incorporated under the Companies Acts nor a company registered under the laws of another country, delete the references to Company number and registered office. In the case of a company incorporated outside England and Wales, particulars of its place of incorporation should be inserted immediately before its Company number.

## Recitals

### Whereas

#### First

the Employer wishes to have the following work carried out<sup>[2]</sup>:

Works are to remove the 1no faulty water heater and replace with new like for like and pipework at

Earl Mortimer College and Sixth Form  
South St, Leominster HR6 8JJ ('the Works')  
under the direction of the Architect/Contract Administrator referred to in Article 4;

#### Second

the Works include the design and construction of<sup>[3]</sup>

Design and layout of new pipework servicing the 1 x new water heater to replace the existing decommissioned water heater.  
(('the Contractor's Designed Portion');

#### Third

the Employer has had the following documents prepared which show and describe the work to be done:

a Specification ('the Contract Specification')<sup>[4]</sup>

Work Schedules<sup>[4]</sup>

other documents showing or describing or otherwise stating its requirements for the design and construction of the Contractor's Designed Portion ('the Employer's Requirements')

which for identification have been signed or initialled by or on behalf of each Party; those documents together with this Agreement, the Conditions and, if applicable, a Schedule of Rates as referred to in the Fourth Recital (collectively 'the Contract Documents') are annexed to this Agreement<sup>[5]</sup>;

#### Fourth

the Contractor has supplied the Employer with a copy of the priced Work Schedules<sup>[4]</sup>;

#### Fifth

for the purposes of the Construction Industry Scheme (CIS) under the Finance Act 2004, the status of

[2] State nature and location of intended works.

[3] State nature of work in the Contractor's Designed Portion either here or by reference to an identified Annex to this Contract. The Annex or any continuation sheets to a description here should be signed or initialled by or on behalf of each Party.

[4] Delete as appropriate.

[5] Where a Contract Document has been priced by the Contractor it is that version of the document that should be annexed.

the Employer is, as at the Base Date, that stated in the Contract Particulars;

**Sixth**

---

for the purposes of the Construction (Design and Management) Regulations 2015 (the 'CDM Regulations') the status of the project that comprises or includes the Works is stated in the Contract Particulars;

**Seventh**

---

the Contract is not supplemented by a Framework Agreement;

**Eighth**

---

whether any of Supplemental Provisions 1 to 3 apply is stated in the Contract Particulars;

## Articles

### Now it is hereby agreed as follows

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**Article 1 Contractor's obligations**

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The Contractor shall carry out and complete the Works in accordance with the Contract Documents.

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**Article 2 Contract Sum**

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The Employer will pay the Contractor at the times and in the manner specified in the Conditions the VAT-exclusive sum of

Twenty Thousand Nine Hundred and Forty Three Pounds and Seven Pence (£20,943.07) ('the Contract Sum')

or such other sum as becomes payable under this Contract.

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**Article 3 Collaborative working**

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The Parties shall work with each other and with other project 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.

---

**Article 4 Architect/Contract Administrator**

---

For the purposes of this Contract the Architect/Contract Administrator<sup>[6]</sup> is

Six Property Consulting Ltd

of

141 Newhall St, Birmingham B3 1SF

or, if it ceases to be the Architect/Contract Administrator, such other person as the Employer nominates (such nomination to be made within 14 days of the cessation). No replacement appointee as Architect and/or Contract Administrator shall be entitled to disregard or overrule any certificate, opinion, decision, approval or instruction given by any predecessor in that post, save to the extent that that predecessor if still in the post would then have had power under this Contract to do so.

---

**Article 5 CDM Regulations – Principal Designer and Principal Contractor**

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For the purposes of the CDM Regulations:

the Principal Designer is the Architect/Contract Administrator or such replacement as the Employer at any time appoints to fulfil that role;

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

---

[6] Unless the person appointed by or under Article 4 is entitled to use the title 'Architect' under the Architects Act 1997, the term 'Architect' shall so long as that person holds that post be deemed deleted throughout this Contract. Any appointee as Contract Administrator should be suitably experienced for the role. Irrespective of experience or qualifications, the Employer should not at any time appoint itself to the role without the Contractor's prior agreement.

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**Article 6 Building Regulations – Principal Designer and Principal Contractor**

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For the purposes of the Building Regulations (where applicable):

the Principal Designer is the Architect/Contract Administrator or such replacement as the Employer at any time appoints to fulfil that role;

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

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**Article 7 Adjudication**

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If any dispute or difference arises under this Contract either Party may refer it to adjudication in accordance with clause 7.3.<sup>[7]</sup>

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**Article 8 Arbitration**

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Where Article 8 applies<sup>[8]</sup>, then, subject to Article 7 and the exceptions set out below, any dispute or difference between the Parties of any kind whatsoever arising out of or in connection with this Contract shall be referred to arbitration in accordance with Schedule 1 and the JCT 2024 edition of the [Construction Industry Model Arbitration Rules \(CIMAR\)](#)<sup>[9]</sup>. The exceptions to this Article 8 are:

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

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**Article 9 Legal proceedings<sup>[8]</sup>**

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Subject to Article 7 and (where it applies) to Article 8, the English courts shall have jurisdiction over any dispute or difference between the Parties which arises out of or in connection with this Contract.

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**[7]** As to adjudication in cases where the Employer is a residential occupier within the meaning of section 106 of the Housing Grants, Construction and Regeneration Act 1996, see the Guidance Notes.

**[8]** If it is intended, subject to the right of adjudication and exceptions stated in Article 8, that disputes or differences should be determined by arbitration and not by legal proceedings, the Contract Particulars **must** state that the arbitration provisions of Article 8 and Schedule 1 apply and the words "do not apply" **must** be deleted. If the Parties wish any dispute or difference to be determined by the courts of another jurisdiction the appropriate amendment should be made to Article 9 (see also clause 1.8).

**[9]** See the Guidance Notes.

## Contract Particulars

**Note: An asterisk \* indicates where selection has been or should have been made.**

### Fifth Recital and the JCT Fluctuations Option (paragraphs 1.1, 1.2, 1.5, 1.6, 2.1 and 2.2)

Base Date

19 January 2025

### Fifth Recital and clause 4.2

Construction Industry Scheme (CIS)

Employer at the Base Date  
\* is a 'contractor'  
for the purposes of the CIS

### Sixth Recital

CDM Regulations<sup>[10]</sup>

the project  
\* is not notifiable

### Eighth Recital and Schedule 2

Supplemental Provisions<sup>[11]</sup>

*(Where neither entry against one of Supplemental Provisions 1 to 3 below is deleted, that Supplemental Provision applies.)*

Supplemental Provision 1: Health and safety  
\* applies

Supplemental Provision 2: Cost savings and value improvements  
\* applies

Supplemental Provision 3: Performance Indicators and monitoring  
\* applies

### Article 8

Arbitration

*(If neither entry is deleted, Article 8 and Schedule 1 do not apply. If disputes and differences are to be determined by arbitration and not by legal proceedings, it must be stated that Article 8 and Schedule 1 apply.)<sup>[12]</sup>*

Article 8 and Schedule 1 (Arbitration)

- [10] Under the CDM Regulations 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.
- [11] Supplemental Provision 4 (Transparency) applies only where the Employer is a Local or Public Authority or other body to which the Freedom of Information Act 2000 applies; Supplemental Provision 5 (The Public Contracts Regulations 2015) applies only where the Employer is a Local or Public Authority and this Contract is subject to the PC Regulations.
- [12] On factors to be taken into account by the Parties in considering whether disputes are to be determined by arbitration or by legal proceedings, see the Guidance Notes. See also footnote [8].

\* apply

## 1.6.2

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Addresses for service of notices by the Parties

*(If a Party's address is not stated, it shall, subject to clause 1.6.2, be that shown at the commencement of the Agreement.)*

Employer

Legal Services, Plough Ln, Hereford HR4 0LE

Contractor

Barrington House, Kingsditch Lane, Cheltenham, Gloucestershire, GL51 9NN

The respective email addresses for the Parties are

Employer's email

Karen.Amos2@herefordshire.gov.uk

Contractor's email

jakemorris@cfroberts.co.uk

or, subject to clause 1.6.2, such other email address as each Party may notify to the other from time to time

## 2.3

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Works commencement date

16 February 2026

Date for Completion

20 February 2026

or such later date for completion as is fixed under clause 2.8

## 2.9

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Liquidated damages

at the rate of

£500 per per week or part thereof<sup>[13]</sup>

## 2.11

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Rectification Period

*(The period is 3 months unless a different period is stated.)*

12 month months<sup>[14]</sup>

from the date of practical completion

---

**[13]** Insert 'day', 'week' or other period.

**[14]** An insertion is needed here only if the default position is not to apply. If no retention is required, insert '100' in the percentage entries for clause 4.4.

### 4.3

---

Interim payments – Interim Valuation Dates<sup>[15]</sup>

*(Unless otherwise stated, the first Interim Valuation Date is one month after the Works commencement date specified in these Particulars (against the reference to clause 2.3) and thereafter at monthly intervals.)*

The first Interim Valuation Date is

20 March 2026  
and thereafter at intervals of

4 weeks

### 4.4

---

Payments due prior to practical completion – percentage of the total value of work etc.

*(The percentage is 95 per cent unless a different rate is stated.)*

95 per cent<sup>[14]</sup>

Payments becoming due on or after practical completion – percentage of the total amount to be paid to the Contractor

*(The percentage is 97½ per cent unless a different rate is stated.)*

97.5 per cent<sup>[14]</sup>

### 4.4 and 4.9

---

Fluctuations provision<sup>[16]</sup>

*(Unless another provision or entry is selected, the JCT Fluctuations Option applies. References in this Contract to the JCT Fluctuations Option (or any provision as set out in such Option) are references to the JCT 2024 edition of that Option.)*

\* no fluctuations provision applies

### 4.9.1

---

Supply of documentation for computation of amount to be finally certified

*(The period is 3 months unless a different period is stated.)*

3 months months<sup>[14]</sup>  
from the date of practical completion

### 5.3

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Contractor's Public Liability insurance: injury to persons or property – the required level of cover is not less than

£10,000,000  
for any one occurrence or series of occurrences arising out of one event

### 5.4, 5.5 and 5.6

---

Insurance of the Works etc. – alternative provisions<sup>[17]</sup>

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- [15] The first Interim Valuation Date should not be more than one month after the Works commencement date and the intervals between Interim Valuation Dates should not be more than one month.
- [16] Unless the fluctuations provision is to be the JCT Fluctuations Option, delete all but one of the asterisked choices. The printed text of the JCT Fluctuations Option is no longer included in JCT contract documents but continues to be available on the JCT website [www.jcttd.co.uk](http://www.jcttd.co.uk). If an alternative fluctuation is to be used, the document(s) in which it is contained should be identified here.
- [17] **As to choice of applicable insurance provisions, see the Guidance Notes.**  
**Where there are existing structures, it is vital that any prospective Employer – in particular any Employer which is a tenant or a domestic homeowner – which is not familiar with clause 5.5 and the possible solutions under clause 5.6, or an appropriate member of the Employer's professional team, should consult the Employer's insurance advisers prior to the tender stage. Any**

\* Clause 5.6 (*Works and existing structures insurance by other means*) applies

## 5.6

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Insurance arrangements – details of the required policy or policies

are set out in the following document(s)

Completion Document 2 - Earl Mortimer College and Sixth Form SoW

## 6.2.3.2

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Service of notices by email

*(If neither entry is deleted or an email address for each Party is not specified, clause 6.2.3.2 shall not apply.)*

Clause 6.2.3.2  
\* applies

Employer's email

Karen.Amos2@herefordshire.gov.uk

Contractor's email

jakemorris@cfroberts.co.uk

## 7.1

---

Notification and negotiation of disputes

The respective nominees of the Parties are

Employer's nominee

Lisa Weetman

Contractor's nominee

Jake Morris

or such replacement as each Party may notify to the other from time to time

## 7.3

---

Adjudication<sup>[18]</sup>

Nominating body – where no Adjudicator is named or where the named Adjudicator is unwilling or unable to act (whenever that is established) the nominating body is

*(Delete all but one of the asterisked choices. If the body is to be other than one of those listed, insert the name here.)*

*(If a body has not been selected from those listed below or another body chosen and inserted, the nominating body shall be one of the bodies listed below selected by the Party requiring the reference to adjudication.)*

\* The Royal Institution of Chartered Surveyors

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**Employer which is a tenant should also consult its insuring landlord prior to that stage.**

**[18]** The Parties should either name the Adjudicator and select the nominating body or, alternatively, select only the nominating body. The Adjudication Agreement (Adj) and the Adjudication Agreement (Named Adjudicator) (Adj/N) have been prepared by JCT for use when appointing an Adjudicator.

### Schedule 1 (paragraph 2.1)

---

Arbitration<sup>[19]</sup>: appointor of Arbitrator (and of any replacement) – the appointor is

*(Delete all but one of the asterisked choices. If the body is to be other than one of those listed, insert the name here.)  
(If no body is selected from those listed below or another body chosen and inserted, the appointor shall be the President or a Vice-President of the body listed below selected by the Party serving the first notice of arbitration under paragraph 2 of Schedule 1. For any subsequently served notice of arbitration from any Party under paragraph 2 of Schedule 1, the appointor shall be the President or a Vice-President of the same body that was selected for the first notice of arbitration.)*

President or a Vice-President:

- \* The Royal Institution of Chartered Surveyors

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**[19]** This only applies where the Contract Particulars state (against the reference to Article 8) that Article 8 and Schedule 1 (*Arbitration*) apply.

## Attestation

### Note on Execution

This Agreement should be executed by both the Employer and the Contractor either under hand or as a deed. As to the main factor relevant to that choice, see the Guidance Notes.

#### Execution under hand

If this Agreement is to be executed under hand, use the form set out on the following page. Each Party or its authorised representative should sign where indicated in the presence of a witness who should then sign and set out their name and address.

#### Execution as a Deed

If this Agreement is to be executed as a deed, each Party should use the relevant form marked 'Execution as a Deed' in accordance with the notes provided.

#### Other forms of Attestation

In cases where the forms of attestation set out are not appropriate, e.g. in the case of certain housing associations and partnerships or if a Party wishes an attorney to execute this Agreement on its behalf, the appropriate form(s) may be inserted in the vacant space opposite and/or below.

#### Electronic execution

In 2019, the Law Commission published a report on "Electronic execution of documents" to assist in clarifying the legal status of electronic signatures. It reached the general conclusion that: "An electronic signature is capable in law of being used to validly execute a document (including a deed) provided that (i) the person signing the document intends to authenticate the document and (ii) any formalities relating to execution of that document are satisfied."<sup>[20]</sup> The practice of electronic execution has been growing in recent years and JCT understands that this is now commonplace. E-signature platforms are understood to be widely available, but JCT does not endorse any particular software company.

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[20] See Statement of Law paragraph (1) at page 2 of the report. The full text of the report is available at [www.lawcom.gov.uk/project/electronic-execution-of-documents](http://www.lawcom.gov.uk/project/electronic-execution-of-documents).

## Notes on Execution as a Deed

- 1 For the purposes of execution as a deed, two forms are provided for execution, one for the Employer and the other for the Contractor. Each form provides four methods of execution, **(A)** to **(D)**, for use as appropriate. The full name of the Employer or Contractor (whether an individual, a company or other body) should be inserted where indicated at the commencement of the relevant form. This applies irrespective of the method used.
- 2 For public and private companies incorporated and registered under the Companies Acts, the three principal methods of execution as a deed are:
  - (A)** through signature by a Director and the Company Secretary or by two Directors;
  - (B)** by affixing the company's common seal in the presence of a Director and the *Company* Secretary or of two Directors or other duly authorised officers; or
  - (C)** signature by a single Director in the presence of a witness who attests the signature.Methods **(A)** and **(C)** are available to public and private companies whether or not they have a common seal. (Method **(C)** was introduced by section 44(2)(b) of the Companies Act 2006.) Methods **(A)** and **(C)** are not available under companies legislation to local authorities or to certain other bodies corporate, e.g. bodies incorporated by letters patent or private Act of Parliament that are not registered under companies legislation and such bodies may only use method **(B)**.
- 3 Where method **(A)** is being used, delete the inappropriate words and insert in the spaces indicated the names of the two Directors, or of the Director and the Company Secretary, who are to sign.
- 4 If method **(B)** (affixing the common seal) is adopted in cases where either or both the authorised officers attesting its affixation are not themselves a Director or the *Company* Secretary, their respective office(s) should be substituted for the reference(s) to Director and/or to *Company* Secretary/Director. (In the case of execution by bodies that are not companies, the reference to "*Company*" under the second signature should be deleted where appropriate.)
- 5 Method **(C)** (execution by a single Director) has been introduced primarily, but not exclusively, for 'single officer' companies. The Director should sign where indicated in the presence of a witness who should then sign and set out their name and address.
- 6 Where the Employer or Contractor is an individual, they should use method **(D)** and sign where indicated in the presence of a witness who should then sign and set out their name and address.

**EXECUTED AS A DEED**

By

**[CF Roberts (Electrical Contractors) Ltd]**

**Acting by two Directors**

*Mark Richardson*

.....

**Signature**

..... Mark Richardson .....

**Name**

Director

**AND**

*Andy Young*

.....

**Signature**

..... Andy Young .....

**Name**

Director

THE COMMON SEAL of  
THE COUNTY OF HEREFORDSHIRE  
DISTRICT COUNCIL  
was hereunto affixed in the presence of



15969

*Emma-Jane Brewerton*

.....  
Signature

EMMA-JANE BREWERTON  
.....

Name

Role

HEAD OF LAW - CORPORATE  
.....

# Conditions

## Section 1 Definitions and Interpretation

### 1.1 Definitions

Unless the context otherwise requires or the Agreement or these Conditions specifically provide otherwise, words and phrases defined in the Agreement shall have the same meanings in these Conditions and the following words and phrases, where they appear in capitalised form in these Conditions, shall have the meanings stated or referred to below:

**Agreement:** the Agreement to which these Conditions are annexed, including its Recitals, Articles and Contract Particulars.

**All Risks Insurance**<sup>[21]</sup>: insurance which provides cover against any physical loss or damage to work executed and Site Materials and against the reasonable cost of the removal and disposal of debris and of any shoring and propping of the Works which results from such physical loss or damage but excluding the cost necessary to repair, replace or rectify:

- (a) property which is defective due to:
  - (i) wear and tear,
  - (ii) obsolescence, or
  - (iii) deterioration, rust or mildew;
- (b) any work executed or any Site Materials lost or damaged as a result of its own defect in design, plan, specification, material or workmanship or any other work executed which is lost or damaged in consequence thereof where such work relied for its support or stability on such work which was defective<sup>[22]</sup>;
- (c) loss or damage caused by or arising from:
  - (i) any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, confiscation, commandeering, nationalisation or requisition or loss or destruction of or damage to any property by or under the order of any government *de jure* or *de facto* or public, municipal or local authority,
  - (ii) disappearance or shortage if such disappearance or shortage is only revealed when an inventory is made or is not traceable to an identifiable event, or
  - (iii) an Excepted Risk.

**Article:** an article in the Agreement.

**Base Date:** the date stated as such date in the Contract Particulars (against the Fifth Recital and the JCT Fluctuations Option).

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[21] The definition of All Risks Insurance defines the risks for which insurance is required. Policies issued by insurers are not standardised and the way in which insurance for those risks is expressed varies.

[22] In any policy for All Risks Insurance taken out under clause 5.4 or 5.5.2, cover should not be reduced by any exclusion that goes beyond the terms of paragraph (b) in this definition. For example, an exclusion in terms that 'This Policy excludes all loss of or damage to the property insured due to defective design, plan, specification, materials or workmanship' would not be in accordance with the terms of those insurance clauses or of that definition. Wider All Risks cover than that specified may be available, though it is not standard.

**Building Regulations:** the Building Regulations 2010.

**Business Day:** any day which is not a Saturday, a Sunday or a Public Holiday.

**CDM Regulations:** the Construction (Design and Management) Regulations 2015.

**CDP Works:** that part of the Works comprised in the Contractor's Designed Portion.

**Conditions:** the clauses set out in sections 1 to 7, together with and including the Schedules hereto.

**Construction Industry Scheme (or 'CIS'):** see the **Fifth Recital**.

**Construction Phase Plan:** the plan referred to in regulation 2 of the CDM Regulations, including any updates and revisions.

**Contract Particulars:** the particulars in the **Agreement** and there described as such, including the entries made by the Parties.

**Contractor's Designed Portion:** see the **Second Recital**.

**Contractor's Persons:** the Contractor's employees and agents, all other persons employed or engaged on or in connection with the Works or any part of them and any other person properly on the site in connection therewith, excluding the Architect/Contract Administrator, the Employer, Employer's Persons and any Statutory Provider.

**Employer's Persons:** all persons employed, engaged or authorised by the Employer, excluding the Contractor, Contractor's Persons, the Architect/Contract Administrator and any Statutory Provider.

**Employer's Requirements:** see the **Third Recital**.

**Excepted Risks:** ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof, pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

**Interest Rate:** a rate 5% per annum above the official bank rate of the Bank of England current at the date that a payment due under this Contract becomes overdue.

**Interim Valuation Date:** each date as specified by the **Contract Particulars** (against the reference to **clause 4.3**).

**Joint Names Policy:** a policy of insurance which includes the Employer and the Contractor as composite insured and under which the insurers have no right of recourse against any person named as an insured, or recognised as an insured thereunder.

**Local or Public Authority:** a body that is a 'contracting authority' as defined by the PC Regulations.

**Parties:** the Employer and the Contractor together.

**Party:** either the Employer or the Contractor.

**PC Regulations:** the Public Contracts Regulations 2015.

**Principal Contractor:** the Contractor or other contractor named in **Article 5** or **Article 6** or any successor appointed by the Employer.

**Principal Designer:** the Architect/Contract Administrator or other person named in **Article 5** or **Article 6** or any successor appointed by the Employer.

**Provisional Sum:** includes a sum provided for work that the Employer may or may not decide to have carried out, or which cannot be accurately specified in the Contract Documents.

**Public Holiday:** Christmas Day, Good Friday or a day which under the Banking and Financial Dealings Act 1971 is a bank holiday.<sup>[23]</sup>

**Recitals:** the recitals in the **Agreement**.

**Rectification Period:** the period stated as such period in the **Contract Particulars** (against the

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[23] Amend as necessary if different Public Holidays are applicable.

reference to **clause 2.11**).

**Scheme:** Part 1 of the Schedule to The Scheme for Construction Contracts (England and Wales) Regulations 1998.

**Site Materials:** all unfixed materials and goods delivered to and placed on or adjacent to the Works which are intended for incorporation therein.

**Specified Perils:** fire, lightning, explosion, storm, flood, escape of water from any water tank, apparatus or pipe, earthquake, aircraft and other aerial devices or articles dropped therefrom, riot and civil commotion, but excluding Excepted Risks.

**Statutory Provider:** any person executing work solely in pursuance of its statutory obligations, including any persons employed, engaged or authorised by such person upon or in connection with that work.

**Statutory Requirements:** any statute, statutory instrument, regulation, rule or order made under any statute or directive having the force of law which affects the Works or performance of any obligations under this Contract and any regulation or bye-law of any person which has any jurisdiction with regard to the Works or with whose systems the Works are, or are to be, connected.

**Termination Payment:** a payment to which **clauses 6.7.5, 6.11.4** and **6.12** refer.

**VAT:** Value Added Tax.

**Works Insurance Policy:** the Joint Names Policy or policies covering the Works and Site Materials to be effected and maintained under whichever of clauses 5.4, 5.5 and 5.6 applies.

## 1.2 Agreement etc. to be read as a whole

The Agreement and these Conditions are to be read as a whole. Nothing contained in the Contract Drawings, the Contract Specification, the Work Schedules or the Employer's Requirements, nor anything in any Framework Agreement, shall override or modify the Agreement or these Conditions.

## 1.3 Headings, references to persons, legislation etc.

In the Agreement and these Conditions, unless the context otherwise requires:

- 1.3.1 the headings, notes and footnotes are included for convenience only and shall not affect the interpretation of this Contract;
- 1.3.2 the singular includes the plural and vice versa;
- 1.3.3 a gender includes any other gender;
- 1.3.4 a reference to a 'person' includes any individual, firm, partnership, company and any other body corporate; and
- 1.3.5 a reference to a statute, statutory instrument or other subordinate legislation ('legislation') is to such legislation as amended and in force from time to time, including any legislation which re-enacts or consolidates it, with or without modification, and including corresponding legislation in any other relevant part of the United Kingdom.

## 1.4 Reckoning periods of days

Where under this Contract an act is required to be done within a specified period of days after or from a specified date, the period shall begin immediately after that date. Where the period would include a day which is a Public Holiday that day shall be excluded.

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

Notwithstanding any other provision of this Contract, nothing in this Contract confers or is intended to confer any right to enforce any of its terms on any person which is not a party to it.

## 1.6 Notices and other communications

- 1.6.1 Each notice, instruction or other communication referred to in the Agreement or these Conditions shall be in writing.
- 1.6.2 Unless otherwise stated in these Conditions, any notice or other communication under this

Contract may be given to or served on the recipient by any effective means and shall be duly given or served if:

- 1.6.2.1 delivered by hand or sent by pre-paid post to the recipient's address stated in the Contract Particulars against clause 1.6.2, or to such other address as the recipient may from time to time notify to the sender, or if no such address is then current, the recipient's last known principal business address or (where a body corporate) its registered or principal office; or
- 1.6.2.2 sent by email to the recipient's email address stated in the Contract Particulars against clause 1.6.2, or to such other email address as the recipient may from time to time notify to the sender.

## **1.7 Consents and approvals**

- 1.7.1 Where consent or approval of either Party or the Architect/Contract Administrator is expressly required under these Conditions and is requested, then, except as provided in clause 1.7.2, such consent or approval shall not be unreasonably delayed or withheld.
- 1.7.2 In the following cases the giving of consent or approval shall be at the sole discretion of the Party from which it is sought and clause 1.7.1 shall not apply, namely the Employer's consent under clause 2.11 and either Party's consent under clause 3.1.

## **1.8 Applicable law**

This Contract shall be governed by and construed in accordance with the law of England.<sup>[24]</sup>

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**[24]** Where the Parties do not wish the law applicable to this Contract to be the law of England appropriate amendments should be made.

## Section 2 Carrying out the Works

### 2.1 Contractor's obligations

- 2.1.1 The Contractor shall carry out and complete the Works in a proper and workmanlike manner and in compliance with the Contract Documents, the Construction Phase Plan and Statutory Requirements, and shall give all notices required by the Statutory Requirements.
- 2.1.2 The Contractor is encouraged to suggest economically viable amendments to the Works which, if instructed as a variation under clause 3.6.1, may result in an improvement in environmental performance and sustainability in the carrying out of the Works or of the completed Works and a reduction in environmental impact, provided that no such instruction shall extend the Contractor's obligations in relation to design under this Contract.
- 2.1.3 In relation to the Contractor's Designed Portion, the Contractor:
- 2.1.3.1 using reasonable skill and care, shall complete the design for the Contractor's Designed Portion, including, so far as not described or stated in the Employer's Requirements, the selection of any specifications for the kinds and standards of the materials, goods and workmanship to be used in the CDP Works;
  - 2.1.3.2 to the extent permitted by the Statutory Requirements, shall have no greater duty, obligation or liability than to use reasonable skill and care as provided in clause 2.1.3.1 in respect of such design and under no circumstances shall the Contractor be subject to any duty, obligation or liability which requires that any such design shall be fit for its purpose;
  - 2.1.3.3 shall comply with regulations 8 to 10 of the CDM Regulations and (where applicable) regulations 11F, 11J(2), 11J(4) and 11K of the Building Regulations and with the Architect/Contract Administrator's directions for the integration of the design of the Contractor's Designed Portion with the design of the Works as a whole, subject to the provisions of clause 3.4.2;
  - 2.1.3.4 shall as and when necessary without charge provide the Architect/Contract Administrator with copies of such drawings or details, specifications of materials, goods and workmanship, and (if requested) related calculations and information, as are reasonably necessary to explain the Contractor's Designed Portion;
  - 2.1.3.5 shall not be responsible for the contents of the Employer's Requirements or for verifying the adequacy of any design contained within them. If an inadequacy is found in any design in the Employer's Requirements, then, subject to clause 2.6, the Employer's Requirements shall be altered or modified by instructions under clause 3.6.1.

Drawings and other documents to be supplied by the Contractor shall be supplied by such means and in such format, if any, as are specified in the Employer's Requirements.<sup>[25]</sup> In the absence of specific requirements they shall be supplied in the form of not less than two copies and, unless otherwise stated in the Employer's Requirements, the Contractor shall allow not less than 7 days from the date of their receipt for the Architect/Contract Administrator's comments on each drawing or other document before commencing the work to which they relate.

### 2.2 Materials, goods and workmanship

- 2.2.1 The Contractor shall provide to the Employer all information that the Employer reasonably requests regarding the environmental impact of the supply and use of materials and goods which the Contractor selects.
- 2.2.2 Insofar as the quality of materials or standards of workmanship are stated to be a matter for the Architect/Contract Administrator's approval, such quality and standards shall be to the Architect/Contract Administrator's reasonable satisfaction. To the extent that the quality of

[25] It is envisaged that any applicable BIM or other communications protocol will be included in the Employer's Requirements.

materials and goods or standards of workmanship are neither described in the Contract Documents nor stated to be a matter for such approval or satisfaction, they shall in the case of the Contractor's Designed Portion be of a standard appropriate to it and shall in any other case be of a standard appropriate to the Works.

- 2.2.3 The Contractor shall take all reasonable steps to encourage Contractor's Persons to be registered cardholders under the [Construction Skills Certification Scheme \(CSCS\)](#) or qualified under an equivalent recognised qualification scheme.

## **2.3 Commencement and completion**

The Works may be commenced on and shall be completed by the respective dates stated in the Contract Particulars.

## **2.4 Architect/Contract Administrator's duties**

The Architect/Contract Administrator shall issue any further information and instructions necessary for the proper carrying out of the Works and all certificates required by these Conditions.

## **2.5 Correction of inconsistencies**

- 2.5.1 Any inconsistency in or between the Contract Drawings, the Contract Specification, the Work Schedules and the Employer's Requirements shall be corrected and any such correction which results in an addition, omission or other change shall be treated as a variation under clause 3.6.1.

- 2.5.2 Any inconsistency in or between documents prepared by the Contractor for the CDP Works shall be corrected by the Contractor at its own expense after the Architect/Contract Administrator has approved the manner in which the Contractor proposes to deal with the inconsistency.

## **2.6 Divergences from Statutory Requirements**

- 2.6.1 If the Contractor becomes aware of any divergence between the Statutory Requirements and the Contract Documents or between the Statutory Requirements and any instruction from the Architect/Contract Administrator, it shall immediately notify the latter, specifying the divergence.

- 2.6.2 Provided the Contractor is not in breach of clause 2.6.1, the Contractor shall not be liable under this Contract if the Works (other than the CDP Works) do not comply with the Statutory Requirements to the extent that the non-compliance results from the Contractor having carried out work in accordance with the Contract Documents or the Architect/Contract Administrator's instructions.

## **2.7 Fees or charges legally demandable**

The Contractor shall pay any fees or charges (including any rates or taxes) legally demandable under any of the Statutory Requirements. Such fees and charges shall not be reimbursable to the Contractor by the Employer unless otherwise agreed.

## **2.8 Extension of time**

If it becomes apparent that the Works will not be completed by the Date for Completion as stated in the Contract Particulars or as later fixed under this clause 2.8, the Contractor shall thereupon notify the Architect/Contract Administrator. Where that delay occurs for reasons beyond the control of the Contractor, including compliance with Architect/Contract Administrator's instructions that are not occasioned by a default of the Contractor, the Architect/Contract Administrator shall give such extension of time for completion as may be reasonable and notify the Parties accordingly. Reasons within the control of the Contractor include any default of the Contractor, of any Contractor's Person or of any of their respective suppliers of goods or materials for the Works.

## **2.9 Damages for non-completion**

- 2.9.1 If the Works are not completed by the Date for Completion as stated in the Contract Particulars or as later fixed under clause 2.8, the Employer may require the Contractor to pay or allow to the Employer liquidated damages at the rate stated in the Contract Particulars between such Date for Completion and the date of practical completion.

- 2.9.2 Subject to clause 2.9.3, the Employer may deduct the liquidated damages from any sum

due to the Contractor under this Contract (provided a notice of that deduction has been given under clause 4.6.4 or (if applicable) 6.12.3 or 6.12.5) or recover those damages from the Contractor as a debt.

2.9.3 If the Employer intends to deduct any such damages from any sum due to the Contractor under this Contract or thereafter recover such damages as a debt, it shall additionally notify the Contractor of that intention not later than the due date for the final payment under clause 4.9.1 or (if applicable) the Termination Payment under clause 6.7.4 or 6.11.3.

2.9.4 If the Contractor's employment is terminated under this Contract:

2.9.4.1 where the date of termination occurs prior to the date of practical completion, the provisions of clauses 2.9.1 to 2.9.3 shall apply in respect of the period between the Date for Completion as stated in the Contract Particulars or as later fixed under clause 2.8 and the date of termination, and the reference to the date of practical completion in clause 2.9.1 shall be deemed to be a reference to the date of termination;

2.9.4.2 in respect of the period after the date of termination, subject to clause 2.9.4.1, the Employer shall not be empowered to require the payment of or to deduct liquidated damages under clause 2.9 but the provisions of this clause 2.9.4.2 shall be without prejudice to and not in substitution of any other rights and remedies of the Employer.

## **2.10 Practical completion**

The Architect/Contract Administrator shall certify the date when in its opinion the Works have reached practical completion and the Contractor has complied sufficiently with clauses 2.1.3.4 and 3.9 in respect of the supply of documents and information.

## **2.11 Defects**

If any defects, shrinkages or other faults in the Works appear within the Rectification Period due to materials, goods or workmanship not in accordance with this Contract or any failure of the Contractor to comply with its obligations in respect of the CDP Works, the Architect/Contract Administrator shall not later than 14 days after the expiry of the Rectification Period notify the Contractor and the Contractor shall make good such defects, shrinkages or other faults entirely at its own cost unless the Architect/Contract Administrator with the Employer's consent instructs otherwise. If the Architect/Contract Administrator instructs otherwise, an appropriate deduction may be made from the Contract Sum.

## **2.12 Certificate of making good**

The Architect/Contract Administrator shall, when in its opinion the Contractor's obligations under clause 2.11 have been discharged, forthwith issue a certificate specifying the date they were discharged.

## Section 3 Control of the Works

### 3.1 Assignment

Neither the Employer nor the Contractor shall, without the consent of the other, assign this Contract or any rights thereunder.

### 3.2 Person-in-charge

The Contractor shall ensure that at all reasonable times it has on the site a competent person in charge. Any instructions given to that person by the Architect/Contract Administrator shall be deemed to have been issued to the Contractor.

### 3.3 Sub-contracting

3.3.1 The Contractor shall not without the Architect/Contract Administrator's consent sub-contract the whole or any part of the Works or of any design work for the Contractor's Designed Portion. In no case shall any such consent or any sub-contracting in any way affect the Contractor's obligations under any other provision of this Contract.

3.3.2 Where considered appropriate, the Contractor shall engage the sub-contractor using the JCT Minor Works Sub-Contract with sub-contractor's design or the JCT Short Form of Sub-Contract.<sup>[26]</sup> It shall be a condition of any sub-contract that:

3.3.2.1 the sub-contractor's employment under the sub-contract shall terminate immediately upon the termination (for any reason) of the Contractor's employment under this Contract;

3.3.2.2 (without limiting either party's statutory and/or regulatory duties) each party to the sub-contract shall in relation to the Works and the site comply with applicable CDM Regulations and as applicable Part 2A of the Building Regulations<sup>[27]</sup>;

3.3.2.3 if by a final date for payment under the sub-contract the Contractor fails to pay the sub-contractor any amount that should properly have been paid, the Contractor shall, in addition to that amount, pay simple interest on it at the Interest Rate for the period from the final date for payment until such payment is made, such payment of interest to be on and subject to terms equivalent to those of clause 4.7 of these Conditions.

### 3.4 Architect/Contract Administrator's instructions

3.4.1 The Architect/Contract Administrator may issue instructions and the Contractor shall forthwith comply with them. If instructions are given orally, they shall not have effect until the Architect/Contract Administrator confirms them in writing.

3.4.2 The Architect/Contract Administrator shall not issue an instruction affecting the design of the CDP Works without the Contractor's consent.

### 3.5 Non-compliance with instructions

If the Contractor unreasonably delays or withholds its consent to an instruction referred to in clause 3.4.2 or fails to comply within 7 days after receipt of a notice from the Architect/Contract Administrator requiring compliance with any other instruction, the Employer may employ and pay other persons to execute work of any kind that may be necessary to give effect to that instruction. The Contractor shall be liable for all additional costs incurred by the Employer in connection with such employment and an appropriate deduction may be made from the Contract Sum.

[26] The Short Form of Sub-Contract is not appropriate where the sub-contract is to include sub-contractor's design.

[27] See footnote [28] to clause 3.9 below.

### 3.6 Variations

- 3.6.1 The Architect/Contract Administrator may without invalidating this Contract issue instructions requiring an addition to, omission from, or other change in the Works or the order or manner in which they are to be carried out (a 'variation'), including instructions effecting changes in the Employer's Requirements that necessitate an alteration or modification of the design of the CDP Works.
- 3.6.2 The Architect/Contract Administrator and the Contractor shall endeavour to agree a price prior to the Contractor carrying out the instruction.
- 3.6.3 Failing agreement under clause 3.6.2, any instructions for a variation and any matters that are to be treated as a variation shall be valued by the Architect/Contract Administrator on a fair and reasonable basis using any relevant prices in the priced Contract Specification/Work Schedules/Schedule of Rates, and the valuation shall include any direct loss and/or expense incurred by the Contractor due to the regular progress of the Works being affected by compliance with the instruction.

### 3.7 Provisional Sums

The Architect/Contract Administrator shall issue instructions in regard to the expenditure of any Provisional Sums included in the Contract Documents; failing agreement on price, such instructions shall be valued on the basis set out in clause 3.6.3.

### 3.8 Exclusion from the Works

The Architect/Contract Administrator may (but shall not unreasonably or vexatiously) issue instructions requiring the exclusion from the site of any person employed thereon.

### 3.9 CDM Regulations and Part 2A of the Building Regulations

Without limiting either Party's statutory and regulatory duties and responsibilities, each Party undertakes to the other that in relation to the Works and site it will duly comply with applicable CDM Regulations and as applicable Part 2A of the Building Regulations<sup>[28]</sup>, and in particular but without limitation:

- 3.9.1 the Employer shall ensure that the Principal Designer carries out its duties and, where the Contractor is not the Principal Contractor, shall ensure that the Principal Contractor carries out its duties under those regulations;
- 3.9.2 the Contractor in addition to any obligations under clause 2.1.3.3 shall comply with:<sup>[29]</sup>
- 3.9.2.1 regulations 8 and 15 of the CDM Regulations and, where it is the Principal Contractor for the purposes of the CDM Regulations, with regulations 12 to 14 of those regulations; and
- 3.9.2.2 regulations 11F, 11J and 11L of the Building Regulations and, where it is the Principal Contractor for the purposes of the Building Regulations, with regulation 11N of those regulations;
- 3.9.3 if the Employer appoints a replacement for any Principal Designer or Principal Contractor, the Employer shall immediately upon that appointment notify the Contractor with details of the new appointee.

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[28] Part 2A of the Building Regulations, introduced by the Building Regulations etc. (Amendment) (England) Regulations 2023 pursuant to the Building Safety Act 2022, sets out a framework of safety duties and competence requirements for those persons involved in the procurement, design and undertaking of building work to which building regulations apply (including higher-risk building work for which additional duties apply).  
If any project involves higher-risk building work, see the Guidance Notes.

[29] Under the CDM Regulations and the Building Regulations, where the Employer is a domestic client (as defined in regulation 2(1) in both sets of regulations), the Principal Contractor may also be responsible for carrying out certain of the client's duties.

## Section 4 Payment

### 4.1 VAT

The Contract Sum is exclusive of VAT and in relation to each payment to the Contractor under this Contract, the Employer shall in addition pay the amount of any VAT properly chargeable in respect of it.

### 4.2 Construction Industry Scheme (CIS)

If the Employer is or at any time up to the payment of the final certificate becomes a 'contractor' for the purposes of the CIS<sup>[30]</sup>, its obligation to make any payment under this Contract is subject to the provisions of the CIS.

### 4.3 Interim payments – dates and certificates

4.3.1 During the period up to the due date for the final payment fixed under clause 4.9.1, the due dates for interim payments to the Contractor shall in each case be the date 7 days after the relevant Interim Valuation Date.

4.3.2 The Architect/Contract Administrator shall not later than 5 days after each due date issue an interim certificate, stating the sum that it considers to be or have been due to the Contractor at the due date, calculated in accordance with clause 4.4, and the basis on which that sum has been calculated, including the amount of each adjustment.

4.3.3 Subject to clause 4.6.3, the final date for payment of each interim payment shall be 3 days from its due date. 0

### 4.4 Interim payments – calculation of sums due

The amount of each interim payment to be certified under clause 4.3.2 shall be the applicable percentage, as stated in the Contract Particulars, of the total value of:

4.4.1 work properly executed, adjusted where relevant for any amounts ascertained or agreed under clause 3.6, 3.7 or 4.8; and

4.4.2 materials and goods reasonably and properly brought on to the site for the purpose of the Works that are adequately protected against weather and other casualties

in both cases calculated as at the Interim Valuation Date and adjusted for any fluctuations provision that is stated by the Contract Particulars to apply, less the total of sums stated as due to the Contractor in previous interim certificates, any sums paid in respect of any payment notice given by the Contractor after the issue of the latest interim certificate and, if applicable, any deduction under clause 2.11 or 3.5.

### 4.5 Contractor's applications and payment notices

4.5.1 In relation to any interim payment the Contractor may not later than its Interim Valuation Date or, in the case of the final payment, may at any time prior to issue of the final certificate make an application to the Architect/Contract Administrator, stating the sum that the Contractor considers to be due to it at the relevant due date, as fixed in accordance with clause 4.3 or 4.9, and the basis on which that sum has been calculated.

4.5.2 If a certificate is not issued in accordance with clause 4.3 or 4.9, then:

4.5.2.1 where the Contractor has made an application for that payment in accordance with clause 4.5.1, that application is for the purposes of these Conditions a payment notice; or

4.5.2.2 where the Contractor has not made such an application, it may at any time after the 5 day period referred to in clause 4.3.2 or 4.9.2 give a payment notice to the Architect/Contract Administrator, stating the sum that the Contractor considers to

[30] See the Contract Particulars (Fifth Recital and clause 4.2).

have become due to it under clause 4.4 or 4.9 at the relevant due date and the basis on which that sum has been calculated.

#### **4.6 Payments – amount and notices**

- 4.6.1 Subject to any notice given by the paying Party under clause 4.6.4, the paying Party shall pay the sum stated as due in the relevant certificate on or before the final date for payment under clause 4.3 or 4.9.
- 4.6.2 If that certificate is not issued in accordance with clause 4.3 or 4.9 but a Contractor's payment notice has been or is then given, the Employer shall, subject to any notice subsequently given by it under clause 4.6.4, pay the Contractor the sum stated as due in the Contractor's payment notice.
- 4.6.3 Where the Contractor gives a payment notice under clause 4.5.2.2, the final date for payment of the sum specified in it shall for all purposes be regarded as postponed by the same number of days as the number of days after expiry of the 5 day period referred to in clause 4.5.2.2 that the Contractor's payment notice is given.
- 4.6.4 Where:
- 4.6.4.1 the Employer intends to pay less than the sum stated as due from it in a certificate or, where applicable, the Contractor's payment notice; or
- 4.6.4.2 if the final certificate shows a balance due to the Employer, the Contractor intends to pay less than the sum stated as due,
- the Party by which the payment is stated to be payable shall not later than 5 days before the final date for payment give the other Party notice of that intention (a 'pay less notice'), stating the sum (if any) that it considers to be due to the other Party at the date the pay less notice is given and the basis on which that sum has been calculated. Where a pay less notice is given, the payment to be made on or before the final date for payment shall not be less than the amount stated in it as due.
- 4.6.5 A pay less notice to be given by the Employer under clause 4.6.4 may be given on its behalf by the Architect/Contract Administrator or by any other person which the Employer notifies the Contractor as being authorised to do so.
- 4.6.6 In relation to the requirements for the issue of certificates and the giving of notices under section 4, it is immaterial that the amount then considered to be due may be zero.

#### **4.7 Failure to pay amount due**

- 4.7.1 If either Party fails to pay a sum, or any part of it, due to the other Party under these Conditions by the final date for payment, it shall, in addition to any unpaid amount that should properly have been paid, pay the other Party simple interest on that amount at the Interest Rate for the period from the final date for payment until payment is made.
- 4.7.2 Any such unpaid amount and any interest under clause 4.7.1 shall be recoverable as a debt. Acceptance of a payment of interest shall not in any circumstances be construed as a waiver either of the recipient's right to proper payment of the principal amount due or of the Contractor's rights to suspend performance under clause 4.8 or terminate its employment under section 6.

#### **4.8 Contractor's right of suspension**

- 4.8.1 If the Employer fails to pay a sum payable to the Contractor in accordance with clause 4.6 (together with any VAT properly chargeable in respect of that payment) by the final date for payment and the failure continues for 7 days after the Contractor has given notice to the Employer, with a copy to the Architect/Contract Administrator, of its intention to suspend performance of its obligations under this Contract and the grounds for such suspension, the Contractor, without affecting its other rights and remedies, may suspend performance of any or all of those obligations until payment is made in full.
- 4.8.2 Where the Contractor exercises its right of suspension under clause 4.8.1, it shall be entitled to a reasonable amount in respect of costs and expenses reasonably incurred by it as a result of exercising the right.
- 4.8.3 Applications in respect of any such costs and expenses shall be made to the

Architect/Contract Administrator and the Contractor shall with its application or on request submit such details of them as are reasonably necessary for ascertaining the amount in question. When ascertained or agreed, the amount shall be included in the next interim certificate.

#### **4.9 Final certificate and final payment**

4.9.1 Following practical completion the Contractor shall within the period stated in the Contract Particulars supply to the Architect/Contract Administrator all documentation reasonably required for computation of the final payment. The due date for the final payment shall be 28 days after either the date of receipt of the documentation or, if later, the date specified in the certificate under clause 2.12.

4.9.2 Not later than 5 days after that due date the Architect/Contract Administrator shall issue a final certificate which shall state:

4.9.2.1 the Contract Sum, as adjusted for the amounts referred to in clause 4.4.1, any fluctuations provision that applies and any deductions made under clause 2.11 or 3.5;

4.9.2.2 the sum of amounts stated as due in interim certificates plus any amount paid in respect of any Contractor's payment notice in accordance with clause 4.6 that is not reflected in a subsequent certificate,

and (without affecting the rights of the Contractor in respect of any interim payment not paid in full by the Employer by its final date for payment) the final payment shall be the difference (if any) between the two sums, which shall be shown in the certificate as a balance due to the Contractor from the Employer or vice versa. The certificate shall state the basis on which that amount has been calculated, including the amount of each adjustment.

4.9.3 Subject to clause 4.6.3, the final date for payment of the final payment shall be 30 days from its due date.

#### **4.10 Fixed price and fluctuations provisions**

Subject to clauses 3.6, 3.7 and 4.8 and any fluctuations provision that is stated by the Contract Particulars (for clauses 4.3 and 4.9) to apply, no account shall be taken in any payment to the Contractor under this Contract of any change in the cost to the Contractor of the labour, materials, plant and other resources employed in carrying out the Works.

## Section 5 Injury, Damage and Insurance

### 5.1 Contractor's liability – personal injury or death

The Contractor shall be liable for, and shall indemnify the Employer 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 Employer, any Employer's Person or any Statutory Provider.

### 5.2 Contractor's liability – loss, injury or damage to property

Subject to clauses 5.2.1 to 5.2.3, the Contractor shall be liable for, and shall indemnify the Employer 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 Contractor's Person. In respect of existing structures and their contents:

5.2.1 where clause 5.5 applies, the Contractor's liability and indemnity under this clause 5.2 also excludes any loss or damage to those existing structures or to any of their contents that are required to be insured under clause 5.5.1 that is caused by any of the risks or perils required or agreed to be insured against under clause 5.5;

5.2.2 the exclusion in clause 5.2.1 shall apply notwithstanding that the loss or damage is or may be due in whole or in part to the negligence, breach of statutory duty, omission or default of the Contractor or any Contractor's Person;

5.2.3 where clause 5.6 applies, the Contractor's liability and indemnity under this clause 5.2 shall, in respect of loss, injury or damage to those existing structures and their contents due to the causes specified in clause 5.2, be subject to any limitations and exclusions specified in the insurance arrangements under clause 5.6 identified in the Contract Particulars.

### 5.3 Contractor's insurance of its liability

Without limiting or affecting its indemnities to the Employer under clauses 5.1 and 5.2, the Contractor shall effect and maintain insurance in respect of claims arising out of the liabilities referred to in those clauses which:

5.3.1 in respect of claims for personal injury to or the 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

5.3.2 for all other claims to which clause 5.3 applies<sup>[31]</sup>, shall indemnify the Employer in like manner to the Contractor, but only to the extent that the Contractor may be liable to indemnify the Employer under the terms of this Contract and shall for any one occurrence or series of occurrences arising out of one event be in a sum not less than that stated in the Contract Particulars for clause 5.3.

### 5.4 Joint Names Insurance of the Works by Contractor<sup>[32][33]</sup>

If the Contract Particulars state that clause 5.4 applies, the Contractor shall effect and maintain with insurers approved by the Employer a Joint Names Policy for All Risks Insurance for the full reinstatement value of the Works (plus the percentage, if any, stated in the Contract Particulars to

[31] It should be noted that the cover granted under Public Liability policies taken out pursuant to clause 5.3 may not be co-extensive with the indemnity given to the Employer in clauses 5.1 and 5.2: for example, each claim may be subject to an excess and cover may not be available in respect of loss or damage due to gradual pollution.

[32] Where the Contractor has in force an All Risks Policy which insures the Works, this Policy may be used to provide the insurance required by clause 5.4 provided the Policy recognises the Employer as a composite insured in respect of the Works.

[33] As to choice of applicable insurance provisions, see the Guidance Notes.

cover professional fees) and shall maintain such Joint Names Policy up to and including the date of issue of the practical completion certificate or, if earlier, the date of termination of the Contractor's employment.

#### **5.5 Joint Names Insurance of the Works and existing structures by Employer<sup>[33]</sup>**

If the Contract Particulars state that clause 5.5 applies, the Employer shall effect and maintain:

5.5.1 a Joint Names Policy in respect of the existing structures together with the contents of them owned by it or for which it is responsible, for the full cost of reinstatement, repair or replacement of loss or damage due to any of the Specified Perils;

5.5.2 a Joint Names Policy for All Risks Insurance for the full reinstatement value of the Works (plus the percentage, if any, stated in the Contract Particulars to cover professional fees)

and shall maintain such Joint Names Policies up to and including the date of issue of the practical completion certificate or, if earlier, the date of termination of the Contractor's employment.

#### **5.6 Insurance of the Works and existing structures by other means<sup>[33]</sup>**

If the Contract Particulars state that clause 5.6 applies, the insurance arrangements identified by those particulars shall apply and each Party shall effect and maintain the policy or policies for which it is stated to be responsible or shall ensure that such policy or policies are effected and maintained, in each case in and on the specified terms.

#### **5.7 Evidence of insurance**

Where a Party is required by this Contract to effect and maintain an insurance policy or cover under any of clauses 5.3, 5.4, 5.5 and 5.6, or is responsible for ensuring that it is effected and maintained, that Party shall within 7 days of a request of the other Party supply such documentary evidence as the other Party may reasonably require that the policy or cover has been effected and remains in force.

#### **5.8 Loss or damage – insurance claims and reinstatement**

5.8.1 If during the carrying out of the Works any loss or damage affecting any executed work or Site Materials is occasioned by any of the risks covered by the Works Insurance Policy or an Excepted Risk or there is any loss of or damage of any kind to any existing structure or its contents, the Contractor shall forthwith notify the Architect/Contract Administrator and the Employer.

5.8.2 Subject to clauses 5.8.5.1 and 5.8.6, the occurrence of such loss or damage to executed work or Site Materials shall be disregarded in calculating any amounts payable to the Contractor under this Contract.

5.8.3 The Contractor, for itself and its sub-contractors, shall authorise the insurers to pay to the Employer all monies from the Works Insurance Policy, and from any policies covering existing structures or their contents that are effected by the Employer.

5.8.4 Where loss or damage affecting executed work or Site Materials is occasioned by any risk covered by the Works Insurance Policy, the Contractor, after any inspection required by the insurers under that policy, shall and with due diligence restore the damaged work, replace or repair any lost or damaged Site Materials, remove and dispose of any debris (collectively 'reinstatement work') and proceed with the carrying out and completion of the Works.

5.8.5 Where clause 5.4 applies or where clause 5.6 applies and the Contractor is responsible for effecting the Works Insurance Policy:

5.8.5.1 the Employer shall pay all monies from such insurance to the Contractor by instalments under separate reinstatement work certificates issued by the Architect/Contract Administrator at the same dates as those for interim certificates under clause 4.3 but without deduction of retention and less only the amounts referred to in clause 5.8.5.2;

5.8.5.2 the Employer may retain from those monies any amounts properly incurred by the Employer and notified by it to insurers in respect of professional fees up to the aggregate amount of the percentage cover for those fees or (if less) the amount paid by insurers in respect of those fees;

5.8.5.3 in respect of reinstatement work, the Contractor shall not be entitled to any

payment other than amounts received under the Works Insurance Policy and for the purposes of clause 2.8, but not otherwise under these Conditions, such work shall be treated as a variation under clause 3.6.

- 5.8.6 Where clause 5.5 applies, where clause 5.6 applies and the Employer is responsible for effecting the Works Insurance Policy or where loss or damage is caused by an Excepted Risk, reinstatement work shall be treated as a variation under clause 3.6.

**5.9 Loss or damage to existing structures – right of termination**

If there is material loss of or damage to any existing structure, the Employer shall be under no obligation to reinstate that structure, but either Party may, if it is just and equitable, terminate the Contractor's employment under this Contract by notice given to the other within 28 days of the occurrence of that loss or damage. If such notice is given, then:

- 5.9.1 unless within 7 days of receiving the notice (or such longer period as may be agreed) the Party to which it is given invokes a dispute resolution procedure of this Contract to determine whether the termination is just and equitable, it shall be deemed to be so;
- 5.9.2 upon the giving of that notice or, where a dispute resolution procedure is invoked within that period, upon any final upholding of the notice, the provisions of clause 6.11 shall apply.

## Section 6 Termination

### 6.1 Meaning of insolvency

For the purposes of these Conditions a person becomes insolvent on:

- 6.1.1 the making of an administration, bankruptcy or winding-up order against it, appointment of an administrative receiver, receiver or manager of its property, its passing of a resolution for voluntary winding-up without declaration of solvency or any other event referred to in section 113, sub-sections (2) to (5), of the Housing Grants, Construction and Regeneration Act 1996;
- 6.1.2 otherwise entering administration within the meaning of Schedule B1 to the Insolvency Act 1986;
- 6.1.3 entering into an arrangement, compromise or composition in satisfaction of its debts (excluding a scheme of arrangement as a solvent company for the purposes of amalgamation or reconstruction);
- 6.1.4 (in the case of a partnership) each partner being the subject of an individual arrangement or any other event or proceedings referred to in this clause 6.1;
- 6.1.5 (in the case of a company) the coming into force of a moratorium pursuant to Part A1 of the Insolvency Act 1986 with respect to it; or
- 6.1.6 (in the case of a company) the making of an order sanctioning a compromise or arrangement pursuant to Part 26A of the Companies Act 2006 with respect to it.

### 6.2 Notices under section 6

- 6.2.1 Notice of termination of the Contractor's employment shall not be given unreasonably or vexatiously.
- 6.2.2 Such termination shall take effect on receipt of the relevant notice.
- 6.2.3 Each notice referred to in this section, except for the notices referred to in clause 6.12, shall:
  - 6.2.3.1 be delivered by hand or sent by Signed For 1st class or Special Delivery Guaranteed post (or any method of posting as has replaced either method and is then current) and, where sent by post in that manner, shall be deemed to have been received on the second Business Day after the date of posting; or
  - 6.2.3.2 (where clause 6.2.3.2 is stated in the Contract Particulars to apply) be sent by email to the recipient's email address stated in the Contract Particulars against clause 6.2.3.2, or to such other email address as the recipient may from time to time notify to the sender (provided that such notification states that it is a notice of change under this clause 6.2.3.2), and shall be deemed to have been received on the next Business Day after the day on which it was sent.

### 6.3 Other rights, reinstatement

- 6.3.1 The provisions of clauses 6.4 to 6.7 are without prejudice to any other rights and remedies of the Employer. The provisions of clauses 6.8 and 6.9 and (in the case of termination under either of those clauses) the provisions of clause 6.11, are without prejudice to any other rights and remedies of the Contractor.
- 6.3.2 Irrespective of the grounds of termination, the Contractor's employment may at any time be reinstated if and on such terms as the Parties agree.

### 6.4 Default by Contractor

- 6.4.1 If, before practical completion of the Works, the Contractor:

- 6.4.1.1 without reasonable cause wholly or substantially suspends the carrying out of the Works or the design of the Contractor's Designed Portion; or
- 6.4.1.2 fails to proceed regularly and diligently with the Works or the design of the Contractor's Designed Portion; or
- 6.4.1.3 fails to comply with clause 3.9,

the Architect/Contract Administrator may give to the Contractor a notice specifying the default or defaults (a 'specified' default or defaults).

- 6.4.2 If the Contractor continues a specified default for 7 days from receipt of the notice under clause 6.4.1, the Employer 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 Contract.

## **6.5 Insolvency of Contractor**

- 6.5.1 If the Contractor is insolvent, the Employer may at any time by notice to the Contractor terminate the Contractor's employment under this Contract.
- 6.5.2 As from the date the Contractor becomes insolvent, whether or not the Employer has given such notice of termination:
  - 6.5.2.1 clauses 6.7.2 to 6.7.5 shall apply as if such notice had been given;
  - 6.5.2.2 the Contractor's obligations under Article 1 and these Conditions to carry out and complete the Works shall be suspended; and
  - 6.5.2.3 the Employer may take reasonable measures to ensure that the site, the Works and Site Materials are adequately protected and that such Site Materials are retained on site; the Contractor shall allow and shall not hinder or delay the taking of those measures.

## **6.6 Corruption and regulation 73(1)(b) of the PC Regulations**

The Employer shall be entitled by notice to the Contractor to terminate the Contractor's employment, under this or any other contract with the Employer if, in relation to this or any other such contract, the Contractor or any person employed by it or acting on its behalf shall have committed an offence under the Bribery Act 2010, or, where the Employer is a Local or Public Authority, shall have given any fee or reward the receipt of which is an offence under sub-section (2) of section 117 of the Local Government Act 1972, or, where this Contract is one to which regulation 73(1) of the PC Regulations applies, the circumstances set out in regulation 73(1)(b) of the PC Regulations apply.

## **6.7 Consequences of termination under clauses 6.4 to 6.6**

If the Contractor's employment is terminated under clause 6.4, 6.5 or 6.6:

- 6.7.1 the Employer may employ and pay other persons to carry out and complete the Works, or may do so itself, and the Employer and such other persons may enter upon and take possession of the site and the Works and (subject to obtaining any necessary third party consents) may use all temporary buildings, plant, tools, equipment and Site Materials for those purposes;
- 6.7.2 no further sum shall become due to the Contractor under this Contract other than any amount that may become due to it under clause 6.7.5 and the Employer need not pay any sum that has already become due either:
  - 6.7.2.1 insofar as the Employer has given or gives a notice under clause 4.6.4; or
  - 6.7.2.2 if the Contractor, after the last date upon which such notice could have been given by the Employer in respect of that sum, has become insolvent within the meaning of clause 6.1.1 or 6.1.2;
- 6.7.3 upon completion of the Works and the making good of defects in them (or of instructions otherwise, as referred to in clause 2.11) ('completion'), the Employer shall forthwith notify the Contractor of the date of completion and such completion shall be deemed for the purposes of this clause 6.7 to have taken place on the date so notified;
- 6.7.4 the due date for the Termination Payment under clause 6.7.5 shall be 2 months after the

date of completion as referred to in clause 6.7.3;

6.7.5 the amount due on termination shall be calculated in accordance with the following amounts:

6.7.5.1 the amount of expenses properly incurred by the Employer, including those incurred pursuant to clause 6.7.1 and, where applicable, clause 6.5.2.3, and of any direct loss and/or damage caused to the Employer and for which the Contractor is liable, whether arising as a result of the termination or otherwise;

6.7.5.2 the amount of payments made to the Contractor; and

6.7.5.3 the total amount which would have been payable for the Works in accordance with this Contract,

and if the sum of the amounts referred to in clauses 6.7.5.1 and 6.7.5.2 exceeds the amount referred to in clause 6.7.5.3, the difference shall be an amount payable by the Contractor to the Employer or, if that sum is less, by the Employer to the Contractor (the 'Termination Payment').

## 6.8 Default by Employer

6.8.1 If the Employer:

6.8.1.1 does not pay by the final date for payment the amount due to the Contractor in accordance with clause 4.6 and/or any VAT properly chargeable on that amount; or

6.8.1.2 interferes with or obstructs the issue of any certificate due under this Contract; or

6.8.1.3 fails to comply with clause 3.9,

the Contractor may give to the Employer a notice specifying the default or defaults (a 'specified' default or defaults).

6.8.2 If before practical completion of the Works the carrying out of the whole or substantially the whole of the uncompleted Works is suspended for a continuous period of one month or more by reason of:

6.8.2.1 Architect/Contract Administrator's instructions under clause 3.6; and/or

6.8.2.2 any impediment, prevention or default, whether by act or omission, by the Employer, the Architect/Contract Administrator or any Employer's Person

(but in either case excluding such instructions as are referred to in clause 6.10.1.2), then, unless in either case that is caused by the negligence or default of the Contractor or any Contractor's Person, the Contractor may give to the Employer a notice specifying the event or events (a 'specified' suspension event or events).

6.8.3 If a specified default or a specified suspension event continues for 7 days from the receipt of notice under clause 6.8.1 or 6.8.2, the Contractor may on, or within 10 days from, the expiry of that 7 day period by a further notice to the Employer terminate the Contractor's employment under this Contract.

## 6.9 Insolvency of Employer

6.9.1 If the Employer is insolvent, the Contractor may by notice to the Employer terminate the Contractor's employment under this Contract;

6.9.2 as from the date the Employer becomes insolvent, the Contractor's obligations under Article 1 and these Conditions to carry out and complete the Works shall be suspended.

## 6.10 Termination by either Party and regulation 73(1)(a) of the PC Regulations

6.10.1 If, before practical completion of the Works, the carrying out of the whole or substantially the whole of the uncompleted Works is suspended for the relevant continuous period of one month or more by reason of one or more of the following events:

6.10.1.1 force majeure;

- 6.10.1.2 Architect/Contract Administrator's instructions under clause 3.6 issued as a result of the negligence or default of any Statutory Provider;
- 6.10.1.3 loss or damage to the Works occasioned by any risk covered by the Works Insurance Policy or by an Excepted Risk;
- 6.10.1.4 civil commotion or the use or threat of terrorism and/or the activities of the relevant authorities in dealing with such event or threat; or
- 6.10.1.5 the exercise by the United Kingdom Government or any of the devolved administrations, or any Local or Public Authority or any equivalent authority governed by public law in any of the devolved administrations of any statutory power (except to the extent caused or contributed to by any default, whether by act or omission, of the Contractor or any Contractor's Person) which affects the execution of the Works,

then either Party, subject to clause 6.10.2, may upon the expiry of that relevant period of suspension give notice to the other that, unless the suspension ceases within 7 days after the date of receipt of that notice, it may terminate the Contractor's employment under this Contract. Failing such cessation within that 7 day period, it may then by further notice terminate that employment.

- 6.10.2 The Contractor shall not be entitled to give notice under clause 6.10.1 in respect of the matter referred to in clause 6.10.1.3 where the loss or damage to the Works was caused by the negligence or default of the Contractor or any Contractor's Person.
- 6.10.3 Where this Contract is one to which regulation 73(1) of the PC Regulations applies the Employer shall be entitled by notice to the Contractor to terminate the Contractor's employment under this Contract where the grounds set out in regulation 73(1)(a) of the PC Regulations apply.

## **6.11 Consequences of termination under clauses 6.8 to 6.10**

If the Contractor's employment is terminated under any of clauses 6.8 to 6.10 or under clause 5.9:

- 6.11.1 no further sums shall become due to the Contractor otherwise than in accordance with this clause 6.11;
- 6.11.2 the Contractor shall not later than 2 months after the date of termination provide the Employer with all documents necessary for calculating the amounts referred to in clause 6.11.4. Not later than 3 months after receipt of those documents, the Employer shall prepare and send to the Contractor an account which shall set out the amounts referred to in clause 6.11.4;
- 6.11.3 the due date for the Termination Payment under clause 6.11.4 shall be the last date for issue of the Employer's account under clause 6.11.2;
- 6.11.4 the amount due on termination from the Employer to the Contractor or (if a negative amount) from the Contractor to the Employer shall be the aggregate of:
  - 6.11.4.1 the total value of work properly executed at the date of termination of the Contractor's employment, ascertained in accordance with these Conditions as if the employment had not been terminated, together with any other amounts due to the Contractor under these Conditions;
  - 6.11.4.2 the cost of materials or goods (including Site Materials) properly ordered for the Works for which the Contractor then has paid or is legally bound to pay;
  - 6.11.4.3 (only where the Contractor's employment is terminated either under clause 6.8 or 6.9, or under clause 6.10.1.3 if the loss or damage to the Works was caused by the negligence or default of the Employer or any Employer's Person) any direct loss and/or damage caused to the Contractor by the termination,

less amounts previously paid to the Contractor under this Contract, but without deduction of any retention (the 'Termination Payment'). Payment by the Employer for any such materials and goods as are referred to in clause 6.11.4.2 shall be subject to those materials and goods thereupon becoming the property of the Employer.

## 6.12 Termination Payment – final date, notices and amount

- 6.12.1 Subject to clause 6.12.5, the final date for payment of the Termination Payment shall be 30 days from its due date, as fixed in accordance with clause 6.7.4 or 6.11.3.
- 6.12.2 Not later than 5 days after the relevant due date the Employer shall give a termination payment notice to the Contractor, which shall state the sum that it considers to be or have been due at the due date, calculated in accordance with clause 6.7.5 or 6.11.4, and the Termination Payment shall be the difference or amount referred to in clause 6.7.5 or 6.11.4, which shall be shown in the termination payment notice as a balance due to the Contractor from the Employer or vice versa. Such notice shall state the basis on which that amount has been calculated.
- 6.12.3 If the Party by which the Termination Payment is stated to be payable ('the payer') intends to pay less than the stated balance, it shall not later than 5 days before the final date for payment give the other Party a pay less notice which shall state the sum (if any) that it considers to be due to the other Party at the date the pay less notice is given and the basis on which that sum has been calculated and where given by the Employer, the provisions of clause 4.6.5 shall correspondingly apply.
- 6.12.4 Where a pay less notice is given under clause 6.12.3, the payment to be made on or before the final date for payment shall not be less than the amount stated in it as due.
- 6.12.5 If a termination payment notice is not given by the Employer in accordance with clause 6.12.2:
- 6.12.5.1 the Contractor may at any time after the 5 day period referred to in clause 6.12.2 give a termination payment notice to the Employer, stating the sum that the Contractor considers to have become due under clause 6.7.5 or 6.11.4 at the due date and the basis on which that sum has been calculated and, subject to any pay less notice given under clause 6.12.5.3, the Termination Payment shall be the sum stated as due in the Contractor's termination payment notice;
- 6.12.5.2 if the Contractor gives a termination payment notice under clause 6.12.5.1, the final date for payment of the sum specified in it shall for all purposes be regarded as postponed by the same number of days after expiry of the 5 day period referred to in clause 6.12.2 that the Contractor's termination payment notice is given;
- 6.12.5.3 following the Contractor's termination payment notice the Employer may not later than 5 days before the final date for payment give a pay less notice in accordance with clause 6.12.3 and, if it gives such notice, the provisions of clause 6.12.4 shall correspondingly apply.
- 6.12.6 If the payer fails to pay the Termination Payment, or any part of it, by the final date for its payment, the payer shall, in addition to any unpaid amount that should properly have been paid, pay the other Party simple interest on that amount at the Interest Rate for the period from the final date for payment until payment is made. Acceptance of a payment of any such interest shall not in any circumstances be construed as a waiver of any right to proper payment of the principal amount due. Any such unpaid amount and any interest under this clause 6.12.6 shall be recoverable as a debt.
- 6.12.7 In relation to the requirements in this clause 6.12 for the giving of termination payment notices by the Employer, and pay less notices, it is immaterial that the amount then considered to be due may be zero.

## Section 7 Settlement of Disputes

### 7.1 Notification and negotiation of disputes

With a view to avoidance or early resolution of disputes or differences (subject to Article 7), each Party shall promptly notify the other of any matter that appears likely to give rise to a dispute or difference. The senior executives nominated in the Contract Particulars (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.

### 7.2 Mediation

Subject to Article 7, if a dispute or difference arises under this Contract which cannot be resolved by direct negotiations, each Party shall give serious consideration to any request by the other to refer the matter to mediation.

### 7.3 Adjudication

If a dispute or difference arises under this Contract which either Party wishes to refer to adjudication, the Scheme shall apply except that for the purposes of the Scheme the Adjudicator shall be the person (if any) and the nominating body shall be that stated in the Contract Particulars.

### 7.4 Arbitration

For the purposes of Article 8, if it applies, the procedures for arbitration are set out in Schedule 1.<sup>[34]</sup>

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**[34]** Arbitration or legal proceedings are **not** an appeal against the decision of the Adjudicator but are a consideration of the dispute or difference as if no decision had been made by an Adjudicator.

# Schedules

## Schedule 1 Arbitration

(Clause 7.4)

### Conduct of arbitration

- 1 Any arbitration pursuant to Article 8 shall be conducted in accordance with the JCT 2024 edition of the [Construction Industry Model Arbitration Rules \(CIMAR\)](#), provided that if any amendments to that edition of the Rules have been issued by the JCT the Parties may, by a joint notice to the Arbitrator, state that they wish the arbitration to be conducted in accordance with the Rules as so amended. References in this Schedule 1 to a Rule or Rules are references to such Rule(s) as set out in the JCT 2024 edition of [CIMAR](#).

### Notice of reference to arbitration

- 2
  - 2.1 Where pursuant to Article 8 either Party requires a dispute or difference to be referred to arbitration, that Party shall serve on the other Party a notice of arbitration to such effect in accordance with Rule 2.1 identifying the dispute and requiring the other Party to agree to the appointment of an arbitrator. The Arbitrator shall be an individual agreed by the Parties or, failing such agreement within 14 days (or any agreed extension of that period) after the notice of arbitration is served, appointed on the application of either Party in accordance with Rule 2.3 by the person selected in accordance with the Contract Particulars.
  - 2.2 Where two or more related arbitral proceedings in respect of the Works fall under separate arbitration agreements, Rules 2.6, 2.7 and 2.8 shall apply.
  - 2.3 After the Arbitrator has been appointed either Party may give a further notice of arbitration to the other Party and to the Arbitrator referring any other dispute which falls under Article 8 to be decided in the arbitral proceedings and Rule 3.3 shall apply.

### Powers of Arbitrator

- 3 Subject to the provisions of Article 8 the Arbitrator shall, without prejudice to the generality of their powers, have power to rectify this Contract so that it accurately reflects the true agreement made by the Parties, to direct such measurements and/or valuations as may in their opinion be desirable in order to determine the rights of the Parties and to ascertain and award any sum which ought to have been the subject of or included in any certificate and to open up, review and revise any certificate, opinion, decision, requirement or notice and to determine all matters in dispute which shall be submitted to them in the same manner as if no such certificate, opinion, decision, requirement or notice had been given.

### Effect of award

- 4 Subject to paragraph 5 the award of the Arbitrator shall be final and binding on the Parties.

### Appeal – questions of law

- 5 The Parties hereby agree pursuant to section 45(2)(a) and section 69(2)(a) of the Arbitration Act 1996 that either Party may (upon notice to the other Party and to the Arbitrator):
  - 5.1 apply to the courts to determine any question of law arising in the course of the reference, and
  - 5.2 appeal to the courts on any question of law arising out of an award made in an arbitration under this arbitration agreement.

**Arbitration Act 1996**

- 6** The provisions of the Arbitration Act 1996 shall apply to any arbitration under this Contract wherever the same, or any part of it, shall be conducted.

## Schedule 2 Supplemental Provisions

(Eighth Recital)

Supplemental Provisions 1 to 3 apply unless otherwise stated in the Contract Particulars. Supplemental Provision 4 applies where the Employer is a Local or Public Authority or other body of the type mentioned in that provision; Supplemental Provision 5 applies where the Employer is a Local or Public Authority and this Contract is subject to the PC Regulations.

### Health and safety

1

- 1.1 Without limiting either Party's statutory and/or regulatory duties and responsibilities and/or the specific health and safety requirements of this Contract, 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.
- 1.2 In addition to the specific health and safety requirements of this Contract, the Contractor undertakes to:
- 1.2.1 comply with any and all approved codes of practice produced or promulgated by the Health and Safety Executive;
  - 1.2.2 ensure that all personnel engaged by the Contractor and members of the Contractor's supply chain on site receive appropriate site-specific health and safety induction training and regular refresher training;
  - 1.2.3 ensure that all such personnel have access at all times to competent health and safety advice in accordance with regulation 7 of the Management of Health and Safety at Work Regulations 1999; and
  - 1.2.4 ensure that there is full and proper health and safety consultation with all such personnel in accordance with the Health and Safety (Consultation with Employees) Regulations 1996.

### Cost savings and value improvements

2

- 2.1 The Contractor is encouraged to propose changes to designs and specifications for the Works and/or to the programme for their execution that may benefit the Employer, whether in the form of a reduction in the cost of the Works or their associated life cycle costs, through practical completion at a date earlier than the date for completion or otherwise.
- 2.2 The Contractor shall provide details of its proposed changes, identifying them as suggested under this Supplemental Provision 2, together with its assessment of the benefit it believes the Employer may obtain, expressed in financial terms, and a quotation.
- 2.3 Where the Employer wishes to implement a change proposed by the Contractor, the Parties shall negotiate with a view to agreeing its value, the financial benefit and any adjustment to the date for completion. Upon agreement, the change and the amount of any adjustment of the Contract Sum shall be confirmed in an Architect/Contract Administrator's instruction, together with the share of the financial benefit to be paid to the Contractor and any adjustment to the date for completion.
- 2.4 Original proposals by the Contractor under this Supplemental Provision 2 may only be instructed in accordance with it, provided always that nothing shall prevent the Employer from utilising other contractors to implement such changes after practical completion of the Works.

### Performance Indicators and monitoring

3

- 3.1 The Employer shall monitor and assess the Contractor's performance by reference to any performance indicators stated or identified in the Contract Documents.
- 3.2 The Contractor shall provide to the Employer all information that the Employer may reasonably require to monitor and assess the Contractor's performance against the targets for those performance indicators.
- 3.3 Where the Employer considers that a target for any of those performance indicators may not be met, it may inform the Contractor and the Contractor shall submit its proposals for improving its performance against that target to the Employer.

#### **Transparency**

- 4 Where the Employer is a Local or Public Authority or other body to which the provisions of the Freedom of Information Act 2000 ('FOIA') apply, the Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of FOIA, the content of this Contract is not confidential. The Employer shall be responsible for determining in its absolute discretion whether any of the content of this Contract is exempt from disclosure in accordance with the provisions of FOIA. Notwithstanding any other term of this Contract:
  - 4.1 the Contractor hereby consents to the Employer publishing any amendments to the standard form JCT contract in their entirety, including changes to the standard form agreed from time to time, but in each case with any information which is exempt from disclosure in accordance with the provisions of FOIA redacted;
  - 4.2 the Employer shall promptly inform the Contractor of any request for disclosure that it receives in relation to this Contract.

#### **The Public Contracts Regulations 2015**

- 5 Where the Employer is a Local or Public Authority and this Contract is subject to the PC Regulations<sup>[35]</sup>:
  - 5.1 where regulation 113 of the PC Regulations applies to this Contract, the Contractor shall include in any sub-contract it enters into suitable provisions to impose the requirements of regulation 113(2)(c)(i) and (ii);
  - 5.2 the Contractor shall include in any sub-contract it enters into provisions requiring the sub-contractor:
    - 5.2.1 to supply and notify to the Contractor the information required (as applicable) under regulations 71(3), 71(4) and 71(5) of the PC Regulations; and
    - 5.2.2 to include in any sub-subcontract the sub-contractor in turn enters into provisions to the same effect as required under paragraph 5.2.1 of Supplemental Provision 5;
  - 5.3
    - 5.3.1 the Contractor shall include in any sub-contract it enters into provisions that shall entitle the Contractor to terminate the sub-contractor's employment where there are grounds for excluding the sub-contractor under regulation 57;
    - 5.3.2 in the event the Employer requires the Contractor to terminate a sub-contractor's employment pursuant to regulation 71(9) the Contractor shall take the appropriate steps to terminate that employment and where required by the Employer under regulation 71(9) shall, or in circumstances where there is no such requirement may, appoint a replacement sub-contractor.

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**[35]** See the Guidance Notes. Provisions relating to the PC Regulations are also set out in section 6 (Termination) of this Contract. The JCT Minor Works Sub-Contract with sub-contractor's design (MWSUB/D) and the JCT Short Form of Sub-Contract (ShortSub) meet the requirements of Supplemental Provision 5.

## Guidance Notes

### Use of Minor Works Building Contract with contractor's design

- 1 The Contract should only be used where the employer has engaged an architect or other professionally qualified person to advise on and administer its terms.
- 2 The criteria for determining the suitability of the Contract are set out on the inside of the front cover.
- 3 For Works which do not fulfil these criteria, reference should be made to [www.jctltd.co.uk](http://www.jctltd.co.uk) for guidance as to the appropriate contract.
- 4 The Contract makes provision for a Contractor's Designed Portion which may comprise of one or more discrete parts. However, the Contract is not drafted as a design and build contract and should not be used where that form of contractual arrangement is required.
- 5 The Contract is predicated upon a lump sum offer being obtained, based on drawings and/or a specification and/or work schedules, but without detailed measurements. Those documents should therefore be in a form sufficient to enable the Contractor accurately to identify the work to be done without the need for the Employer to provide bills of quantities. In those cases where there is a relevant BIM protocol, it is assumed that it will be included in the Employer's Requirements.
- 6 The Contract is not suitable for use where the Works are of a complex nature.
- 7 The payment provisions in the Contract comply with the payment and payment-related notice requirements of the Housing Grants, Construction and Regeneration Act 1996, as amended ('the Construction Act'). In addition to the statutory requirements regarding payment procedures, the Construction Act provides a statutory right for either Party to refer disputes or differences to adjudication.
- 8 However, not all building contracts are subject to the Construction Act; for example, a contract with a residential occupier within the meaning of section 106 of the Act is excluded and therefore it does not need to contain adjudication provisions, but, unless amendments are made, a residential occupier in entering into a Minor Works Building Contract will be accepting adjudication as a means of resolving disputes.
- 9 For some projects where it is intended to use the Contract, the Employer may wish to control the selection of sub-contractors for specialist work. This may be done by naming a person or company in the tender documents or in instructions on the expenditure of a Provisional Sum. There are, however, no provisions in the Contract to deal with the consequences of such naming and control of specialist work may be better achieved by the Employer entering into a direct contract with its chosen specialist.

### Outline of the Contract

#### General

- 10 Defined terms are dealt with in clause 1.1 and there is a short version of JCT's standard interpretation provisions set out in clauses 1.2 to 1.8. In the 2024 edition the section 1 and section 6 provisions relating to the service of notices have been extended to provide for service by email.

#### Architect/Contract Administrator

- 11 This is the professional which the Employer has appointed to advise on and administer the Contract. If the appointee is not an architect, it is taken to be referred to in the Contract as the 'Contract Administrator', but, irrespective of the Architect/Contract Administrator's profession, their duties under the Contract are the same.

#### Role of the Architect/Contract Administrator

- 12 The Architect/Contract Administrator is paid by the Employer, advises the Employer on all matters in connection with the building work and administers the Contract on behalf of the Employer with a view to securing completion of the work in an efficient and economical manner. However, in relation to

decisions in that administrative role that require professional skill and judgment, it should act fairly and independently as between the Employer and the Contractor, in particular when:

- issuing payment certificates;
- valuing any variations or any work instructed in respect of Provisional Sums (see "Terms used") included in the Contract Documents;
- giving any extension to the time stated in the Contract Particulars for the completion of the building work;
- certifying the date of practical completion (see "Terms used") and the date when in its opinion all defects which appear during the Rectification Period (see "Terms used") have been made good.

### **Instructions**

- 13** Under the Contract only the Architect/Contract Administrator can issue instructions to the Contractor; although the Employer is paying for the building work, the Employer is not entitled to give any instructions direct to the Contractor in connection with it. If the Employer wishes to make any change to the work or the manner in which it is being carried out, it must ask the Architect/Contract Administrator to give the necessary instructions to the Contractor. The Architect/Contract Administrator has wide powers to issue instructions but instructions affecting the design of the Contractor's Designed Portion can only be issued with the consent of the Contractor. The Contractor must act reasonably and cannot delay or withhold its consent unless it is reasonable to do so.

### **Contractor's Designed Portion**

- 14** The First Recital requires a brief description of the Works as a whole; the Second Recital provides for the identification of the part or parts of the Works that are to comprise the Contractor's Designed Portion. The Third Recital refers to the Employer's Requirements, the document supplied by the Employer to the Contractor that sets out the Employer's requirements for the design of work by the Contractor. The Contractor is required to complete the design of the Contractor's Designed Portion and to comply with any Architect/Contract Administrator's directions with regard to its integration into the Works but the Contractor is not responsible for the contents of the Employer's Requirements or for verifying the adequacy of any design included in them.

### **Price**

- 15** This is the lump sum stated in the Contract, plus any VAT properly chargeable on the building work. The precise sum may be increased or decreased depending on any changes to the work or the order or period in which it is carried out, the value of work instructed by the Architect/Contract Administrator in respect of any Provisional Sums included in the Contract Documents and, where applicable, any increase or decrease in contributions, levies and taxes for which the Contractor is liable.

### **Time-scale for the work**

- 16** If it becomes apparent that the work cannot be finished within the original time stated in the Contract Particulars the Contractor is required to notify the Architect/Contract Administrator straightaway. If the delay arises for reasons beyond the control of the Contractor, the Architect/Contract Administrator is then required to give such extension of time as is reasonable.

If the work is not finished by the Date for Completion (see "Terms used") after taking into account any extensions of time, the Employer can recover liquidated damages (see "Terms used") from the Contractor.

### **Payment**

- 17** In section 4, payment is to be made under certificates issued by the Architect/Contract Administrator. Interim payments are to be made against interim certificates issued by the Architect/Contract Administrator. The final balance is paid following the issue of the final certificate. The final date for payment of certificates, together with any VAT chargeable to the Employer, is 14 days from the due date for payment. The Construction Act requires interim and final certificates to be issued not later than 5 days after their due date and clauses 4.3 (Interim payments – dates and certificates) and 4.9 (Final certificate and final payment) comply with these requirements.

The provisions relating to the due dates for payment for interim payments are set out in clause 4.3. During the period up to the due date for the final payment, the due dates for interim payments are in each case the date 7 days after the relevant Interim Valuation Date. The first Interim Valuation Date and the intervals that will apply for subsequent Interim Valuation Dates are to be specified in the entry

in the Contract Particulars for clause 4.3. JCT recommends that the first Interim Valuation Date should not be more than one month after the Works commencement date and the intervals between Interim Valuation Dates should not be more than one month. If the Contract Particulars entry is not completed, the default provisions set out in the entry apply.

The amount of each interim payment to be certified as due under clause 4.3 is to be calculated in accordance with clause 4.4. Unless a percentage for payment other than 95 per cent is inserted in the Contract Particulars for clause 4.4, interim certificates for the period up to practical completion will reflect the Employer's entitlement to retain 5 per cent. For the period between practical completion and the final certificate, the Contract envisages that the percentage retained will be halved.

The general provisions governing Contractor's payment applications (and, in default of a payment certificate, their role as a payment notice) which apply with respect to the final payment as well as to interim payments are set out in clause 4.5.

The provisions regarding payment and pay less notices, amounts to be paid and default interest are set out in clauses 4.6 and 4.7 and as the text of each indicates, these clauses apply with respect to the final payment as well as to interim payments. Clause 4.9 provides for issue of the final certificate.

If the Employer fails to pay an amount due to the Contractor by the final date for its payment, interest at a rate of 5% per annum over the official bank rate of the Bank of England is payable by the Employer for the period until payment is made.

If the Employer gives a pay less notice and pays the lesser amount specified in the pay less notice, the Contractor's right under the Construction Act to suspend for non-payment does not arise. However, the JCT provision for interest is intended to preserve the Contractor's right to interest on the additional amount that it should have been paid, insofar as there was no sustainable basis for a withholding by the Employer and regardless of any pay less notice that the latter has given.

### **Suspension**

- 18** If the Employer does not give a pay less notice and does not pay the amount due to the Contractor by the final date for its payment, or, having given a pay less notice, then fails to pay the amount specified in it, the Contractor, after giving a 7 day notice, has the right to suspend performance of some or all of its obligations under the Contract until payment of the appropriate amount is made. The Contractor also has a statutory right to recover reasonable costs and expenses that it incurs as a result of that suspension.

### **Termination**

- 19** Either Party may end the Contractor's employment if the other Party is in breach of certain obligations (in the case of the Contractor those mentioned in clauses 6.4 and 6.6; in the case of the Employer those in clause 6.8) or becomes insolvent. There is also a right under clause 6.10.1 for either Party to terminate in the case of prolonged suspension resulting from certain neutral causes and (where applicable) clause 6.10.3 allows for termination by the Employer on the substantial modification ground set out in regulation 73(1)(a) of the PC Regulations.

The section 6 termination accounting and payment provisions have in this 2024 edition been amended to provide for the Construction Act's payment procedures. There is a new defined term, i.e. the 'Termination Payment' and some adjustments to the accounting provisions in clauses 6.7 and 6.11 including the insertion of due date provisions. The provisions regarding the final date for payment of the Termination Payment, payment and pay less notices, amount to be paid and default interest are set out in clause 6.12.

### **Dealing with disputes**

- 20** Either Party may at any time refer any dispute to adjudication for a 'fast track' decision; the adjudicator's decision is binding unless and until the dispute is decided by an arbitrator or the court. Residential occupiers wishing to use the Contract should also refer to paragraph 8 above. The Contract Particulars enable the Parties to name an individual adjudicator and specify the adjudicator nominating body in advance, should they wish. However, an individual should not be named in the Contract without their prior agreement. It has also to be recognised that those of sufficient standing to merit nomination are generally busy people and that when a dispute arises they may not be available.

As respects specifying the adjudicator nominating body in advance, the relevant entry in the Contract Particulars in this 2024 edition of the Contract has been adjusted to allow the Parties to specify a nominating body of their own choosing as an alternative to selecting a body from those listed. The bodies listed will be familiar to JCT contract users. Such bodies are required to provide feedback to JCT regarding their adjudication services on an ongoing basis. If a Party is unsure about the suitability

of a proposed alternative (non-listed) body JCT suggests seeking appropriate professional advice.

The Parties may also agree to mediate a dispute.

For final dispute resolution in cases where either or both Parties are dissatisfied with the results of adjudication or mediation (or neither Party wished to have the dispute adjudicated), the choice is between court litigation and arbitration. Since 2005 litigation has been the default option under JCT contracts. If arbitration is the agreed choice, it should be selected through the appropriate entry in the Contract Particulars.

The JCT 2024 edition of the [Construction Industry Model Arbitration Rules](#) (CIMAR), which includes the JCT Supplementary and Advisory Procedures, will govern any arbitration that is commenced. It is recommended that anyone considering instituting arbitration proceedings should obtain a copy of the rules and, as with litigation, should take competent professional advice before taking steps to institute proceedings.

In making the choice between arbitration and litigation, in addition to the adjudication option, one should consider a range of other factors. Arbitration provides the ability to choose an arbitrator from any relevant profession, greater freedom of choice procedurally and confidentiality, whereas in litigation there is the wider power of the court. In the case of contracts where claims either way are likely to be small, it may be considered desirable to keep open the potentially cheaper route of using the small claims track in the court system; any agreement to arbitrate, unless suitably qualified, would normally operate as a bar to using that route if the other Party did not agree.

### **Rights and remedies generally**

- 21** Statutory and common law rights are not restricted by the terms of the Contract. The limitation period for a contract that is simply signed by the Parties is 6 years from the date of the breach or, where it is executed as a deed, 12 years. The limitation period should not be confused with the Rectification Period, which is provided to facilitate the remedying of the Contractor's defective work by allowing it to return to site to make good.

### **Supplemental Provisions**

- 22** Schedule 2 includes optional Supplemental Provisions which are for use where appropriate. The previous supplemental provisions for collaborative working, sustainability (the wording of which has been adjusted slightly in this edition), and notification and negotiation of disputes have been moved into the Agreement or main text of the Conditions and are now no longer optional, a change that is in common with other JCT contract forms and is part of JCT's response to the government's Construction Playbook document. The three remaining Supplemental Provisions (1 to 3) are those relating to health and safety, cost savings and performance monitoring and their applicability will need to be considered. The choice as to which of these provisions apply is made in the Contract Particulars and if no choice is made in relation to a provision, it will apply (these provisions are generally intended to be disapplied only where there is a Framework Agreement or other contract documentation that covers the same ground).

Schedule 2 also contains Supplemental Provision 4 which relates to the Freedom of Information Act 2000 ('FOIA'); it will only apply where the Employer is a Local or Public Authority or other body to which the FOIA applies. Supplemental Provision 5 contains provisions relevant to the PC Regulations and this will only apply where the Employer is a Local or Public Authority and the Contract is subject to those regulations. For guidance on aspects of the PC Regulations relevant to JCT contracts, please go to [www.jcttd.co.uk](http://www.jcttd.co.uk).

### **Terms used**

- 23** As part of its duties to the Employer, the Architect/Contract Administrator should be prepared to explain the general meanings of the various terms used in the Contract. For example:

#### **Base Date**

- 24** The Base Date is stated in the Contract Particulars. The date often selected is 7 days or thereabouts before the date for submission of tenders so as to avoid any need for tenderers to deal with last minute changes. In the Minor Works Building Contract, however, Base Date plays a comparatively minor role, acting as the date of record for the Employer's status under the CIS scheme and for determining what fluctuations are payable.

### **CDM Regulations**

- 25 Regulations made under Act of Parliament to improve health and safety standards on construction sites. For guidance on the CDM Regulations 2015, please go to [www.jctld.co.uk](http://www.jctld.co.uk).

### **Part 2A of the Building Regulations**

- 26 Part 2A of the Building Regulations 2010 was introduced by the Building Regulations etc. (Amendment) (England) Regulations 2023 pursuant to the Building Safety Act 2022. Part 2A sets out a framework of safety duties for those persons ('dutyholders') who commission, design and undertake building work to which building regulations apply, with a limited exclusion where the work consists only of minor work of a prescribed type. Part 2A includes obligations to appoint a Principal Designer and Principal Contractor in respect of works to which the regulations apply. Dutyholders are required to ensure that they have the necessary competence to carry out design and building work and that arrangements and systems are in place to plan, manage and monitor compliance with the regulations. Additional duties apply to higher-risk building work. For information, please go to [www.jctld.co.uk](http://www.jctld.co.uk).

### **Principal Designer and Principal Contractor**

- 27 The respective persons named in the Agreement or subsequently appointed as such, as required by the CDM Regulations and Part 2A of the Building Regulations. With a view to minimising health and safety risks, the CDM Regulations require the Employer to appoint a Principal Designer to control the pre-construction phase where there is more than one contractor, or it is reasonably foreseeable that more than one contractor will be working on the project at any time. One of the contractors must also be appointed as Principal Contractor in those circumstances. (For these purposes the term 'contractor' includes sub-contractors.) The Building Regulations provide that instead of appointing a separate principal designer and principal contractor, the client may certify that the CDM principal designer and the CDM principal contractor should be treated as appointed in these roles for the purposes of the Building Regulations (Part 2A, regulation 11D(2)). Professional advice should be sought as to whether this is appropriate in any given project.

### **CDM Health and safety file**

- 28 A manual which the Principal Designer prepares with assistance from the Principal Contractor, containing health and safety information necessary for anyone undertaking work on the site post-completion of the Works, which the Principal Designer passes on to the Principal Contractor if its appointment terminates before the end of the project and is to be delivered to the Employer on completion.

### **Date for Completion**

- 29 The date by which the Contractor is required to finish the work, as stated in the Contract Particulars or subsequently extended by the Architect/Contract Administrator.

### **Date of practical completion**

- 30 The date when, in the Architect/Contract Administrator's opinion, the Contractor has to all practical intents and purposes completed the Works.

### **Rectification Period**

- 31 Unless otherwise agreed, the Rectification Period is 3 months from the date of practical completion. The Contractor is required to put right any defects in the work which appear during the Rectification Period before it is entitled to be paid the final balance of the Contract price. The Architect/Contract Administrator is required to notify the Contractor of any such defects not later than 14 days after the expiry of the Rectification Period.

### **Insurance in Joint Names**

- 32 With respect to Works insurance, clause 5.4 is intended for use where there are no existing structures and the contractor is to arrange a Joint Names, All Risks policy, under which each Party is covered as a 'composite insured'. This may take the form of a specific project policy or through equivalent coverage under the Contractor's annual CAR policy.

Clause 5.5 is for use where there are existing structures and the Employer is able to cover the works on a Joint Names, All Risks basis and, in addition to its own cover for existing structures, is able to extend at least Specified Perils cover to the Contractor in respect of the existing structures.

However, existing structures cover for the Contractor is not always readily available to Employers at

reasonable cost, in particular where the Employer is a domestic homeowner or where it is only a tenant and structures cover is effected by the freeholder or an intermediate lessor, and clause 5.6 is designed for cases in these latter categories.

The freeholder Employer may cover the Works in Joint Names and continue with its own cover under its household or existing structures policy, with the Contractor covering its liability for any damage to existing structures under the Public Liability cover required under clause 5.3.2 or an appropriate extension of it.

In the case of tenant Employers, it is necessary to involve the insuring landlord and in all cases, in particular those involving existing structures, it is essential that Employers and Architect/Contract Administrators, prior to the tender stage, take appropriate specialist insurance advice, consult the Employer's household or existing structures insurers and, where relevant, the landlord. They should also then liaise with the prospective Contractor and its advisers at the earliest opportunity, specify any further cover required from it and check that that is in place before work commences on site.

In the case of the Works insurance, care should also be taken in determining the full reinstatement value (including any applicable VAT) and to ensure that the policy gives appropriate cover for items such as the additional costs of materials, working and removal of debris etc. that are likely to arise from loss or damage to the Works.

### Liquidated damages

- 33** The rate per day/week/month stated in the Contract Particulars by the Employer, to compensate it for the Contractor's failure to finish the work on time. The prudent Employer will be alert to the legal principles and rules governing the enforceability of liquidated damages provisions and will approach calculation of the rate with these in mind. It is suggested that the Employer records an explanation of the rate and why the rate represents (i) a genuine pre-estimate of the loss that it is likely to suffer or (ii) a reasonable and proportionate protection of its legitimate commercial interest(s) in timely completion, which it can use to respond to any challenge.

It is for the Employer to decide whether to deduct any liquidated damages that it might be entitled to from any amount certified as due to the Contractor; such deduction is not taken into account by the Architect/Contract Administrator in the calculation of any certificate and the appropriate notice must be given by the Employer under clauses 2.9 and 4.6.4 or (if applicable) 6.12.3 or 6.12.5.

In the 2024 edition there is a new provision (clause 2.9.4) designed to clarify the position in relation to liquidated damages where the Contractor's employment is terminated under the Contract during a period of Contractor culpable delay which essentially confirms the approach taken in recent case law.

### Provisional Sum

- 34** A sum included for work which the Employer may or may not decide to have carried out, or which cannot be accurately specified in the original contract documents. For instance, where the Employer is undecided whether all, some or none of the outside of the premises will need to be re-decorated, the pricing documents may say "Allow £X for complete external redecoration of the premises." If the Employer then decides any redecoration is necessary, the specification required is instructed by the Architect/Contract Administrator and the price to be paid is either agreed between the Architect/Contract Administrator and the Contractor or valued by the Architect/Contract Administrator.

### Variation

- 35** A change to the work that the Architect/Contract Administrator instructs on behalf of the Employer. The variation may be an addition to or an omission from the work as originally specified or to the order or manner in which it is to be carried out.

## MWD User Checklist

A checklist of the key information that will help you to complete the Agreement may be downloaded from the [JCT website](#).

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Care has been taken in preparing these Guidance Notes but they should not be treated as a definitive legal

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interpretation or commentary. Users are reminded that the effect in law of the provisions of the Minor Works Building Contract with contractor's design 2024 Edition is, in the event of a dispute as to that effect, a matter for decision in adjudication, arbitration or litigation.



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SWEET & MAXWELL



## JCT Schedule of Amendments

### 1. **Bribery**

1.1 The Employer may terminate this Agreement by written notice with immediate effect, and recover from the Contractor all losses resulting from such termination, if the Contractor, or any of its employees, agents or sub-contractors (in all cases whether or not acting with the Contractor's knowledge):

1.1.1 directly or indirectly offers, promises or gives any person working for or engaged by the Employer a financial or other advantage to;

1.1.2 induces that person to perform improperly a relevant function or activity;

1.1.3 rewards that person for improper performance of a relevant function or activity;

1.1.4 directly or indirectly requests, agrees to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Agreement;

1.1.5 commits any offence:

i. under Section 117(2) of the Local Government Act 1972;

ii. under the Bribery Act 2010;

iii. under legislation creating offences concerning fraudulent acts; or

iv. at common law concerning fraudulent acts relating to this Agreement or any other contract with the Employer; or

v. defrauds, attempts to defraud, or conspires to defraud the Employer.

1.2 Any termination under this clause will be without prejudice to any right or remedy which has already accrued or subsequently accrues to the Employer.

### 2. **Modern Slavery**

2.1 To the extent that the Modern Slavery Act 2015 may apply to the Contractor, the Contractor:

2.1.1 represents and warrants that it is compliant with its obligations under the Modern Slavery Act 2015 and that neither the Contractor nor any of its officers, employees, agents. Subcontractors or other persons associated with it:

- a) have been convicted of any offence involving slavery and human trafficking anywhere in the world;
- b) have been or are the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body anywhere in the world regarding any offence or alleged offence of or in connection with slavery and human trafficking.

2.1.2 shall implement and maintain throughout the term of any contract with the Employer due diligence procedures for its own suppliers, sub-contractors and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains.

2.1.3 shall report to the Employer any breach or alleged breach of the Contractor's anti-slavery and human trafficking policies and procedures or those of its suppliers, sub-contractors and other participants in its supply chain and shall provide reasonable assistance to the Employer to allow the Employer to carry out any audit of the Contractor's anti-slavery and human trafficking policies and procedures or those of any suppliers, sub-contractors and other participants in its supply chains.

### 3. Inconsistency

3.1 In the event of any inconsistency or discrepancy in the Contract Documents listed below, then the order in which they are listed in this clause 3 shall be the order of precedence and shall prevail to resolve any such inconsistency or discrepancy.

3.1.1 The documents constituting this Agreement and take precedence in this order (**Contract Documents**) are:

- JCT Minor Works Building Contract with Contractors Design 2024 Edition including this schedule of Amendments
- Earl Mortimer Water Heater Invitation to Tender for Works
- Appendix 1 - Earl Mortimer Heater Works Service Specification
- Completion Document 2 - Earl Mortimer College and Sixth Form Heater SoW
- Information Document 1 – Water Heater Scoping Document
- Information Document 2 - Water Heater Specification Guide
- Information Document 3 - Water Heater Data Sheet
- Information Document 4 - PCI Summary

- CONTRACTOR'S BID & DECLARATION - Completion Document 1 - Completion Document 1 - Earl Mortimer Water Heater Bidders Tender Response for Works

3.2 The Contractor shall undertake the Works in accordance with the Contract Documents.

4. **Data Protection**

4.1 The **Data Protection Legislation** is the UK General Data Protection Regulation, the Data Protection Act 2018 (as amended) and any other laws or regulations relating to privacy or personal data applicable in England and Wales.

4.2 The definition of Controller, Personal Data and Data Subject is as prescribed under the Data Protection Legislation.

4.3 For the purposes of this contract and the Data Protection Legislation the parties are individual Controllers.

4.4. The Contractor shall process any Personal Data in accordance with the Data Protection Legislation and only to the extent necessary for the purpose of performing its obligations under this contract.

4.5 The Contractor shall maintain until the completion of the Rectification Period appropriate technical and organisational measures (having regard to the nature of the Personal Data, the state of technological development and the cost of implementing such measures) to protect against accidental, unauthorised or unlawful processing, destruction, loss, alteration or disclosure of, or damage to, Personal Data or to any equipment used to process the Personal Data in respect of the harm that might result from such accidental, unauthorised or unlawful processing, destruction, loss, alteration, disclosure or damage.

4.6 The Contractor shall immediately notify the Employer on becoming aware of any breach of this clause or breach of the Data Protection Legislation by the Contractor or any Subcontractor in relation to Personal Data provided to the Contractor by the Employer.

4.7 Where the Contractor processes the Personal Data outside the UK the Contractor shall provide appropriate safeguards in relation to the transfer and ensures that the Data Subjects have enforceable rights and effective legal remedies.

5. This Agreement is to be completed electronically.



# **Completion Document – Bidder's Tender Response**

## **Earl Mortimer College and Sixth Form – Water Heater Replacement Works**

To be completed by the bidder:

**C.F. ROBERTS (ELECTRICAL CONTRACTORS) LIMITED**  
**Jake Morris, Senior Operations Manager,**  
**email: [jakemorris@cfroberts.co.uk](mailto:jakemorris@cfroberts.co.uk)**

**NOTE: All tender submissions must be uploaded and returned via the Councils e-tendering system Procontract at [www.supplyingthesouthwest.org.uk](http://www.supplyingthesouthwest.org.uk)**

**COMPLETION DOCUMENT – CHECKLIST**

<b>Section 1 – Supplier Information Questionnaire</b>	<b>Completed</b>
Part 1 - Preliminary questions	[YES]
Part 2 - Assessment of suitability	[YES]
Confirmations	[YES]
<b>Section 3 – Declarations</b>	<b>Completed</b>
Part 1 – Form of Tender – Tender Certificate	[YES]
Part 2 - Declaration of Freedom of Information (“FOI”), commercially sensitive information.	[YES]
Part 3 - Fraud Prevention Check Declaration	[YES]

## Section 1 – Supplier Information Questionnaire

### Explanatory note

1. The council's procurement is governed by regulations to ensure that procurement delivers value for money, competition, transparency and integrity.
2. This questionnaire has been designed to help the council ensure that suppliers share the right information when participating in a procurement.

### Part 1 Preliminary questions

3. With respect to questions 3-7, suppliers can either supply the information by completing the relevant sections of the questionnaire or alternatively, if suppliers are registered on the Central Digital Platform ("CDP") then they can provide the relevant information requested via a PDF download.

### Part 2 Assessment of Suitability

4. All questions relate to compliance requirements for this service and are mandatory for completion. Failure to satisfy compliance requirements may disqualify your tender. Responses will be assessed on a **pass / fail** basis, except where a question is clearly stated as 'for information only' or is a scored question.
5. Where suppliers self-certify that they meet the requirements to the questions, they will be required to provide evidence of this if they are successful at contract award stage. Suppliers that fail to do so will be disqualified and the council will then consider awarding the contract to the next highest ranked bidder.

### Part 1 - Preliminary questions – for completion

NO.	Question
1.	Full name of organisation CF Roberts (Electrical Contractors) Limited
2	Are you registered on the CDP? Yes If yes, what is your central digital platform unique identifier? <b>KKBBQ6GM</b> If yes, have you uploaded a PDF download with your tender response? Yes If yes, <b>KKBBQ6GM.PDF</b> then go to question 8.
3	a) What is your organisation's registered address?

	<p>[Insert address]</p> <p>b) What is your organisation's postal address?</p> <p>[Insert address if different to above or N/A]</p>
4.	<p>If your organisation has a website, please provide the website address.</p> <p><a href="http://www.cfoberts.co.uk">www.cfoberts.co.uk</a></p>
5.	<p>Select your organisation's legal form from the list below by highlighting it in colour.</p> <ul style="list-style-type: none"> <li>a) Partnership</li> <li>b) Limited Partnership (LP)</li> <li>c) Limited Liability Partnership (LLP)</li> <li>d) Private Limited Company (Ltd)</li> <li>e) Public Limited Company (PLC)</li> <li>f) Community Interest Company (CIC)</li> <li>g) Charitable Incorporated Organisation (CIO)</li> <li>h) Industrial and Provident Society</li> <li>i) Financial Mutuals</li> <li>j) Other – please specify.</li> </ul>
6.	<p>What is your company registration number or charity registration number (if applicable)?</p> <p>[Insert number or if not applicable insert N/A]</p>
7.	<p>Is your organisation registered for VAT?</p> <p>[Insert VAT number or No]</p>
8.	<p>Details of your immediate parent company:</p> <ul style="list-style-type: none"> <li>• Full name of the immediate parent company</li> <li>• Registered office address</li> <li>• Registration number</li> <li>• VAT number</li> </ul> <p><a href="#">CFR Group Services Ltd</a>,  <a href="#">Barrington House</a>  <a href="#">Kingsditch Lane</a>  <a href="#">Cheltenham</a>  <a href="#">Gloucestershire</a>  <a href="#">GL51 9NN</a>  <a href="#">Reg. No. 04573815</a>  <a href="#">VAT No. 535840929</a></p>
9.	<p>Details of your ultimate parent company:</p>

	<ul style="list-style-type: none"> <li>• Full name of the ultimate parent company</li> <li>• Registered office address</li> <li>• Registration number</li> <li>• VAT number</li> </ul> <p>CFR Investments Ltd, Barrington House, Kingsditch Lane, Cheltenham, Gloucestershire GL51 9NN Reg. No. 07012929 Not VAT registered.</p>
<p>10.</p>	<p>a) Please confirm if you are bidding as a single supplier (with or without sub-contractors) or as part of a group or consortium.</p> <p>We are bidding as a Single Supplier</p> <p>a) If you are bidding as part of a group or consortium (including where you intend to establish a legal entity to deliver the contract), please provide:</p> <ul style="list-style-type: none"> <li>i. the name of the group/consortium</li> <li>ii. the proposed structure of the group/consortium, including the legal structure where applicable</li> <li>iii. the name of the lead member in the group/consortium</li> <li>iv. your role in the group/consortium (e.g. lead member, consortium member, sub-contractor)</li> </ul> <p>[N/A]</p>
<p>11.</p>	<p>Are you intending to sub-contract the performance of all or part of the contract?</p> <p>No</p> <p><i>If no, then questions 11(a) and 11(b) are not applicable.</i></p> <p>11.(a) If yes, please provide:</p> <ul style="list-style-type: none"> <li>i. a list of all suppliers who you intend to sub-contract the performance of all or part of the contract to (either directly or in your wide supply chain)</li> <li>ii. their unique identifier (if they are registered on the CDP) and their CDP PDF download, or otherwise, a Companies House number, Charity number, VAT registration number, or equivalent.</li> <li>iii. a brief description of their intended role in the performance of the contract and % of works/services anticipated to be delivered by each sub-contractor.</li> </ul> <p>NB: If a sub-contractor is unknown at the start of the procurement (or brought in during it), this should be made clear by the supplier and relevant details of the sub-contractor should be provided once their identity and role is confirmed. This information should be shared with the council as soon as possible and at least by final tenders.</p>

	<p>[Insert name of supplier – unique identifier or alternative – brief description – % of works to be delivered]</p> <p>[Insert name of supplier – unique identifier or alternative – brief description – % of works to be delivered]</p> <p>11.(b) Please confirm if any intended sub-contractor is on the debarment list. The debarment list can be found here: <a href="#">Procurement Review Unit - GOV.UK</a></p> <p>No</p> <p>[If yes, insert sub-contractor(s) name and provide details]</p> <p><i>Note: subject to the project's value and % of the works/ services delivered by a sub-contractor, the council may run additional due diligence checks on that sub-contractor.</i></p>
12.	<p>Are you a Small, Medium, or Micro Enterprise (SME) or a Voluntary, Community and Social Enterprise (VCSE)?</p> <p>Yes</p> <p>We are a Medium sized company</p>
14.	<p>Are you on the debarment list?</p> <p>No</p> <p>If yes, please provide relevant information.</p> <p>[N/A]</p> <p>The council will carry out a check of the debarment list with respect to you and if applicable any sub-contractors.</p>

## Part 2 - Assessment of Suitability – for completion

NO	Question
15.	<p><b>Insurance - Pass/Fail</b></p> <p>Please provide details of your current insurance cover, <b>including the relevant copies as a separate attachment.</b> We reserve the right to seek evidence or ask that sufficient levels of insurance be in place before award of contract. All price tenders should be based on full insurance levels being in place (or willing to obtain prior to contract commencement should you be successful).</p> <p>1. <b>Employer's (Compulsory) Liability Insurance*</b> = £10M for each and every loss or claim, to be maintained for the lifetime of the contract.</p> <p>Yes £25m cover value.</p> <p>2. <b>Public Liability Insurance</b> = £10M for each and every loss or claim, to be maintained</p>

for the lifetime of the contract.

Yes £10m cover value.

3. **Professional Indemnity** Insurance = £2M to be maintained for a period of twelve years after the expiry of the contract and if cover is in the aggregate, please confirm that there are no incidents or claims from other contracts that may, erode that aggregate.

Yes £10m cover value.

4. **Product Liability** Insurance = £10m for each and every Insured Event or series of Insured Events arising from an originating cause in the Period of Insurance. Underlying Limit of Indemnity £10,000,000 each and every Insured Event or series of Insured Events arising from an originating cause in the Period of Insurance, to be maintained for the duration of the contract.

Yes £10m cover value.

**Contractors All Risk** Insurance = £1m to be maintained for the lifetime of the contract including the defects period. The policy must cover all construction works undertaken, the full contract value, including materials, labour and any other expenses associated with the project

Yes £5m cover value.

JCT Minor Works Building Contract Insurance Option; Option 5.4C requires the Contractor to take out and maintain all risks insurance of the works.

All risks insurance covering all construction works undertaken by the contractor, to be maintained for the duration of the contract for not less than £1,000,000.00 (5.4C).

Yes £5m cover value.

<b>16.</b>	<b>GDPR - Relevant accreditations and registrations: Pass/Fail</b>					
	<b>Required for this service:</b>	Data Protection Act (Information Commissioner’s Office registration)				
	Please indicate whether held for the works for which you are tendering? (If ‘no’ please detail below how you will get this for this service)	<table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td style="background-color: #d9e1f2;">Yes</td> <td style="background-color: #d9e1f2;">No</td> </tr> <tr> <td>Yes</td> <td></td> </tr> </table>	Yes	No	Yes	
	Yes	No				
	Yes					
	Certificate / registration number	ZB376124				
Date of registration:	19 August 2022					
Where handling personal information relating to a contract with the council you may be required to be registered with the Information Commissioner if you are not exempt.	<p>Where required for this service and if you responded ‘no’ to the above– please explain here how you will achieve this registration before the contract is awarded.</p> <p>Or provide evidence of an exemption:</p>					

17.	<p><b>Health and Safety – Pass/Fail</b></p> <p>Please confirm that your organisation has a Health and Safety Policy and that it sets out the arrangements you have in place to:</p> <ul style="list-style-type: none"> <li>• manage health and safety effectively</li> <li>• control significant risks relevant to the contract (including risks from the use of contractors, where relevant)</li> </ul> <p>Yes</p> <p>If you have answered “no”, please advise why below. If you have answered “no” and cannot provide a satisfactory response, your response to this question will be scored as a Fail.</p> <p><b>Please use no more than 250 words.</b></p> <p>[Insert response if the answer is no]</p>
18.	<p><b>Professional and Business Standing Information – Pass/Fail</b></p> <p>Do any of the following apply to your organisation, or to any of the directors, partners or proprietors?</p> <ul style="list-style-type: none"> <li>a) is in a state of bankruptcy, insolvency, compulsory winding up, receivership or subject to relevant proceedings No</li> <li>b) has been convicted of a criminal offence related to business or professional conduct No</li> <li>c) has committed an act of gross misconduct in the course of business No</li> <li>d) is guilty of serious misrepresentation in supplying information. No</li> </ul> <p>If the answer is yes to any of these questions, please set out below the details of the issue and the steps taken to ensure that the issue does not reoccur.</p> <p><b>Please use no more than 500 words.</b></p> <p>[Insert response if the answer is yes]</p>
19.	<p><b>Modern Slavery – Pass/Fail</b></p> <p>If under Section 54 of the Modern Slavery Act 2015 ("the Act") you are required to publish a yearly statement outlining the steps you have taken to prevent slavery and human trafficking within your business and supply chains, please confirm you are compliant with this requirement.</p> <p>Yes</p> <p>If you have answered “no”, please advise why. If you have answered “no” and cannot provide a satisfactory response, your response to this question will be scored as a Fail. “</p> <p><b>Please use no more than 250 words.</b></p> <p>[N/A]</p>

20.	<p><b>Equality and Diversity – Pass/Fail</b></p> <p>Please confirm that your organisation has an Equal Opportunities Policy and that it sets out:</p> <ul style="list-style-type: none"> <li>• instructions to those concerned with recruitment, training and promotion.</li> <li>• documents available to employees, recognised trade unions or other representative groups of employees.</li> <li>• recruitment advertisements and other literature.</li> </ul> <p>Yes</p> <p>If you have answered “no” please advise why below. If you have answered “no” and cannot provide a satisfactory response, your response to this question may be scored as a Fail.</p> <p><i>Please use no more than 250 words.</i></p> <p>[N/A]</p>
21.	<p><b>Council Policy Compliance Requirements – Pass/Fail</b></p> <p>In the delivery of this service, your organisation has been made aware of the following council policies which you are required to comply with:</p> <ul style="list-style-type: none"> <li>• the handling of information which can be found here - <a href="#">Information security policy - Herefordshire Council</a></li> <li>• Whistleblowing Policy which can be found here - <a href="#">Whistleblowing policy - Herefordshire Council</a></li> <li>• Safeguarding Policy – Herefordshire Council <a href="#">Safeguarding and Child Protection Model Policy</a>. The supplier must request the school’s own safeguarding policy to adhere to.</li> </ul> <p>Please confirm that your organisation will comply with the above policies:</p> <p>Yes</p> <p>If you have answered “no” please advise why below. If you have answered “no” and cannot provide a satisfactory response, your response to this question may be scored as a Fail.</p> <p><i>Please use no more than 250 words.</i></p> <p>[N/A]</p>
22.	<p><b>Armed Forces Covenant - Keeping our pledges. Not evaluated – for information only.</b></p> <p>Herefordshire Council has signed the Armed Forces Covenant pledging that operationally we will endeavour to uphold the key principles of the Armed Forces Covenant primarily supporting integration into civilian life and ensuring that veterans, serving members and their families are not disadvantaged by their commitment to serving in the armed forces. We recognise the value serving personnel, reservists and military families bring to the authority and actively encourage our suppliers, and those we contract with, to do the same.</p> <p>Have you signed the Armed Forces Covenant?</p> <p>No</p>

23.

**Enhanced DBS & Barred List Check – Pass/Fail****23.1 Disclosure and barring**

The council requires all providers engaged in the provision of services which involve access to children and/or vulnerable adults to have up to date and satisfactory disclosures. **The council requires standard disclosures to be updated every 3 years.**

The council requires that, where the provider is required to engage people to work on premises/sites for children, the provider will adopt and implement measures to ensure that Disclosure and Barring Service checks (DBS) are obtained. The provider will notify the commissioner immediately of any changes to the DBS status of any staff member, volunteer or sub-tenderer. Any provider who sub-contracts work to another provider is responsible for ensuring that the workers engaged by the sub-contractor have up to date and satisfactory disclosures, enhanced DBS is required to access the school site.

The council will monitor operation of the contract to ensure that the provider complies with current vulnerable adult and child protection procedures. This may require the provider to produce to the commissioner on request, an anonymous list of staff that have been DBS checked on an annual basis. No provider requiring enhanced DBS check are permitted to commence work on a contract, or take on new tasks, without up to date and satisfactory clearance.

Does your organisation have a Disclosure and barring policy or procedure which at least meets the minimum requirements set out in section 23.1?

Yes

If you do not a policy and/or are not prepared to work to the terms set out in this section, your response to this question will be scored as a Fail.

**23.2 DBS Evidence**

Evidence of satisfactory DBS checks must be provided to the designated Council's officer before the appointed contractor (as well as any sub-contractors) commences on site. It is the responsibility for the contractor to ensure that all relevant **enhanced** DBS clearances are in place and that it does not impact delivery. Contractors must also comply with the schools own safeguarding requirements.

All price tenders should be based on enhanced DBS being in place with the barred list check (or willing to obtain prior to contract commencement should you be successful). **Council reserves the right to seek evidence of Enhanced with Barred List(s) DBS Certification before award of contract.**

Please confirm that your organisation will adopt and implement measures to ensure that Disclosure and Barring Service checks (enhanced DBS) are obtained before works commencement date.

Yes

	<p>Where required for this service and if you responded “No” to the above– please explain here how you will achieve this registration/accreditation before the contract is awarded. If you have answered “No”, your response to this question will be scored as a Fail.</p>
<p>24.</p>	<p><b>Substitute products compliance: Pass/Fail</b></p> <p><b>Substitute products</b>          Where the specification permits substitution of a product, if the contractor wishes to substitute products of different manufacture to those specified in:</p> <ul style="list-style-type: none"> <li>- Information Document 2 - Water Heater Specification Guide.</li> <li>- Details must be submitted with the tender giving reasons for each proposed substitution and documentary evidence submitted that the alternative product is equivalent in all respects.</li> </ul> <p><b>Please confirm if your tender submission is based on any substitute products of different manufacture to those specified in Information Document 2 Water Heater Specification Guide.</b></p> <p>NO</p> <p>If you answered ‘yes’ to the above question, you must submit documentary evidence / specifications to demonstrate that the alternative products are equivalent in all respects to those specified in Information Document 2 - Water Heater Specification Guide.</p> <ul style="list-style-type: none"> <li>• Your reasons for each proposed substitution;</li> <li>• Evidence that the substituted products meets and provides the following information for model EC380/1400 in the table below:</li> </ul>

			EC230/600	EC230/700	EC230/960	EC380/740	EC380/980	EC380/1220	EC380/1400	EC96/380
Product Code			A441	A442	A443	A444	A445	A446	A447	7763224
Energy	Heat Input (Gross)	kW	36.6	43.9	8.3	43.9	58.3	73.2	85	102.6
	Heat Output (Gross)	kW	35.1	41.3	54.2	43	57.1	71	79.1	96.4
	Gross Thermal Efficiency	%	96%	94%	93%	98%	98%	97%	93%	94%
	Standby Heat Loss	kWh/day	0.0012	0.0013	0.00135	0.00094	0.00098	0.00115	0.00122	0.00128
ErP	NO <sub>x</sub> Emissions (0% O <sub>2</sub> )	mg/kWh	33	37	40	32	40	40	55	40
	NO <sub>x</sub> Emissions (0% O <sub>2</sub> )	ppm	25	25	25	25	25	25	25	25
	ErP Efficiency Rating	Class	A	A	A	A	A	A	A	A
	Water Heater Efficiency	%	92	89	88	95	100	89	91	94
	Noise Level	dBA	52	56	55	53	62	62	62	61
Water	Storage Capacity	litre	230	230	230	380	380	380	380	380
	Recovery Rate Through 50°C Δt	litre/hr	600	700	960	740	980	1220	1400	1660
	Recovery Rate Through 56°C Δt	litre/hr	537	632	830	658	874	1087	1211	1482
	Operating Pressure (Unvented)	bar	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5
	Maximum Operating Pressure (Unvented)	bar	5.5	5.5	5.5	5.5	5.5	5.5	5.5	5.5
	Minimum Working Pressure	bar	1	1	1	1	1	1	1	1
	Maximum Pressure	bar	10	10	10	10	10	10	10	10
	Maximum Outlet Temperature	°C	80	80	80	80	80	80	80	80
	Flue	Maximum Flue Gas Volume	m <sup>3</sup> /hr	40	49	63	49	63	75	86
Maximum Flue Gas Temperature		°C	60	60	60	60	60	60	60	60
Flue Diameter – Conventional Flue		mm	100	100	100	100	100	100	100	100
Flue Diameter – Concentric Flue		mm	100/150	100/150	100/150	100/150	100/150	100/150	100/150	100/150
Maximum flue run (concentric)		m	16	16	16	16	16	16	16	16
Maximum flue run (conventional)		m	32	32	32	32	32	32	32	32
Electrical	Fuse Rating	Amp	5	5	5	5	5	5	5	5
	Electrical Power Consumption	W	120	120	120	120	210	210	210	210
	Electrical Requirements	V	230V/50HZ	230V/50HZ	230V/50HZ	230V/50HZ	230V/50HZ	230V/50HZ	230V/50HZ	230V/50HZ
Water Heater Weights	Weight – Full	kg	455	455	455	765	765	765	765	788
	Weight – Empty	kg	225	225	225	385	385	385	385	408
Shipping Dimensions	Shipping Width	mm	819	819	819	819	819	819	819	819
	Shipping Depth	mm	889	889	889	889	889	889	889	889
	Shipping Height	mm	1664	1664	1664	2197	2197	2197	2197	2197
	Shipping Weight	kg	259	259	259	408	408	408	408	430
Service Clearances	Front	mm	800	800	800	800	800	800	800	800
	Right Side	mm	500	500	500	500	500	500	500	500
	Left Side	mm	100	100	100	100	100	100	100	100
	Rear	mm	100	100	100	100	100	100	100	100
	Above	mm	450	450	450	450	450	450	450	450

The contractor should submit certified English translations of any foreign language documents.

Please confirm that the above information for the alternative products has been included with your tender response?

N/A

Documentary evidence will be assessed by the lead consultant on a 'Pass/Fail' basis. If you do not provide satisfactory evidence that alternative products are equivalent in all respects to those specified in the SoW, your response to this question will be scored as a fail and your tender will be deemed non-compliant.

Please be aware that bidders will not be permitted to amend their proposal after the tender close date.

**25. Financial Capacity**

The council reserves the right to undertake financial evaluations, re-evaluations, credit checks or assessments as necessary to determine an organisation's financial condition at any time throughout the course of the tender process.

**26. Any other questions**

	<p>Add in any additional fail/pass questions or, objective scored questions here which are relevant to your requirement.</p> <p>Objective scored questions must set out the criteria for assessment, this includes setting out what is required to meet the condition. Questions must be proportionate to the nature, complexity and cost of the contract.</p>
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**Confirmations**

I confirm that:

- to the best of my knowledge the answers submitted and information contained in this questionnaire are complete, accurate and not misleading.
- upon request and without delay I will provide any additional information requested of us.
- I understand that the response to this questionnaire will be used to assess whether our organisation is entitled to participate in, or continue to participate in, this procurement.
- I understand that our organisation may be excluded from the procurement if requested information has not been provided, if any of this response or any follow up responses are incomplete, inaccurate or misleading, if confidential information has been accessed or if we have unduly influenced your decision-making in this procurement.

Name:	Jake Morris
Position (job title):	Senior Operations Manager
Phone number	01432 273579
Email	Jakemorris@cfroberts.co.uk
For and behalf of name of bidder (company, partners or consortium)	<b>C.F. ROBERTS (ELECTRICAL CONTRACTORS) LIMITED</b>
Date:	10.12.2025
Signature (electronic signature is acceptable):	

**Section 2 – Bidder’s response to requirements**

**Explanatory note**

1. The council requires bidders to provide a response to the questions within this section to demonstrate how they will provide the service that fully meets the requirements as detailed in the Specification.
2. All questions should be completed and will be evaluated as set out in the Tender Evaluation and Award section in the ITT document.
3. Do not change the format of the document. Return the document in Word format. **Do not** upload in PDF version.
4. Please note the specified page limit for each question and ensure your response does not exceed it. Any details exceeding the limit stated, will be redacted and not considered as part of the response.
5. You should enter your response in the required font and text size and in the space box provided below the question. You can expand this box to fit your response length however you should not adjust the left or right margins. The page length will be based on an A4 sheet and will be measured from the line below "Please detail your answer here:" in the box.
6. Do not attach documents unless specifically informed that you may. Where attachments are permitted please use standard formats easily available such as: Microsoft Office, PDF etc.
7. **Do not** insert or embed documents or website links within this response.

## Section 3 – Declarations

### Part 1 – Form of Tender – Tender Certificate

We, the undersigned, having examined the Invitation to Tender (ITT), all other schedules and associated documents, do hereby offer to provide the services as specified in those documents to the Council from the commencement date of the contract and continuing for the period specified in the Contract. This offer shall remain open for 90 days from the closing date for submission.

We warrant that:

- a) the answers submitted in this Invitation to Tender are materially true and correct and are not reasonably likely to mislead the Council (whether by omission or otherwise); and
- b) we have accurately answered the questions regarding whether or not any grounds for exclusion applies to the bidder and/or relevant subcontractors.

If this offer is accepted, we will execute such documents substantially in the form of the Contract attached to the ITT as soon as possible after being called on to do so.

Unless otherwise directed, we agree with the Council that there is no binding contract between the Council and the successful bidder until a formal written agreement is prepared, executed and completed. Any work we undertake in anticipation of the contract before signing the contract will be done so at our own risk and at no cost to the Council.

We further agree with the Council in legally binding terms to comply with the provisions of confidentiality set out in section 8 of the ITT.

We further warrant that:

- c) the amount or content of this Tender has not been devised or calculated by agreement or arrangement with any person other than the Council and that the content or amount of this Tender has not been communicated to any person until after the closing date for the submission of Tenders and in any event not without the consent of the Council;
- d) we have not canvassed and will not, canvass or solicit any member or officer, employee or agent of the Council or other contracting Council in connection with the award of the Contract and that no person employed by us has done or will do any such act; and
- e) we have not offered, promised or given any person working for or engaged by the Council a financial or other advantage as an inducement or reward for any improper performance of a function or activity relating to this procurement.

I warrant that I have all requisite authority to sign this Tender and bind the bidder(s) and confirm that we have complied with all the requirements of the ITT.

#### Signed for and on behalf of the organisation

I warrant that I have the requisite authority to sign this declaration and bind the bidder(s).

Name:	Jake Morris
Position (job title):	Senior Operations Manager

For and behalf of name of bidder (company, partners or consortium)	<b>C.F. ROBERTS (ELECTRICAL CONTRACTORS) LIMITED</b>
Date:	10.12.2025
Signature (electronic signature is acceptable):	

**Part 2 Declaration of Freedom of Information (“FOI”), commercially sensitive information.**

The Council is subject to the Freedom of Information Act 2000 ('FOIA'), the Environmental Information Regulations 2004 ('EIR') and the Local Government Transparency Code (Code) and all subordinate legislation under this legalisation. The FOIA applies to information requests for non-environmental information, whereas the EIR applies to information requests for environmental information only. Under the Procurement Act 2023, the Council is required to publish notices before awarding the contract to notify other suppliers and the public that the council intends to award a contract.

Further information can be found at:

FOIA and EIR [Information Commissioner's Office](#).

the Code [Local government transparency code 2015 - GOV.UK](#)

During the procurement process, any information contained in responses submitted by bidders shall remain confidential and restricted only to those with a legitimate professional requirement to access this information. Responses submitted will be treated as confidential by the Council and any consultants acting on their behalf.

However, after the procurement process closes, bidders should be aware that the information they provide during the process and information contained within the contract could be disclosed.

The Council shall consider withholding information highlighted by a bidder as commercially sensitive or confidential in accordance with the law. Bidders should therefore complete the Schedule of Information in respect of information considered to be commercially sensitive / confidential as below:

- highlighting information in their responses which they consider to be commercially sensitive or confidential in nature;
- providing an estimate of the period of time during which the bidder believes that such information will remain commercially sensitive/confidential;
- stating the precise reasons why they consider the information to be commercially sensitive/confidential, including the potential implications of disclosure.

**A general statement regarding the bids overall confidentiality will not be accepted. If this table is not completed, the Council will assume that none of the information provided is commercially sensitive or confidential and can therefore be released.**

<b>Schedule of information considered to be commercially sensitive/ confidential (to be completed by the bidder)</b>			
Confidential or commercially sensitive information	Reason for Confidentiality or commercially sensitivity	Location of information in bidders submission	Time period for Confidentiality or commercially sensitivity

The final decision on release of any information lies with the Council. The Council cannot guarantee that any information identified as confidential or commercially sensitive will not be disclosed and therefore the Council cannot accept any liability for loss as a result of any information disclosed.

**Declaration**

On behalf of the bidder(s), I confirm that I:

- acknowledge the Council’s responsibilities under the Freedom of Information Act 2000 (FOIA), Environmental information Regulation 2004 (EIR) and the Local Government Transparency Code (Code) and agree to assist and co-operate with the Council to enable it to comply with its obligations under FOIA, EIR and Code.
- acknowledge that the Council shall be solely responsible for determining whether information is exempt from disclosure under FOIA or EIR and for determining, in its absolute discretion, the information to be disclosed in response in accordance with the FOIA, EIR or Code.
- acknowledge that the Council may be obliged under FOIA, EIR or the Code to disclose information without consulting or obtaining consent from the bidder.
- confirm that the only information that we consider commercially sensitive or confidential in our bid is list in the table above.
- shall assist the council to meets it transparency requirement and bear our own administrative costs in relation to dealing with any Request for Information or disclosure of information.

**Signed for and on behalf of the organisation**

I warrant that I have the requisite authority to sign this declaration and bind the bidder(s).

Name:	Jake Morris
Position (job title):	Senior Operations Manager

For and behalf of name of bidder (company, partners or consortium)	<b>C.F. ROBERTS (ELECTRICAL CONTRACTORS) LIMITED</b>
Date:	10.12.2025
Signature (electronic signature is acceptable):	

### Part 3 Fraud Prevention Check Declaration

I, an Authorised Representative of the bidder, acknowledge that prior to the award of contract, the council reserves the right to carry out checks that will involve sharing the personal and organisational information in this document with fraud prevention agencies who will use it to prevent fraud and money laundering and to verify my identity.

If fraud is detected, I/ we could be refused certain services, finance, or employment. I also acknowledge that the council reserves the right not to proceed to award a contract to our organisation.

It is noted by our organisation that further details of how information will be used by the council, fraud prevention agencies, and data protection rights is available on the Herefordshire Council website at [www.herefordshire.gov.uk/fraudprivacy](http://www.herefordshire.gov.uk/fraudprivacy)

#### Signed for and on behalf of the organisation

I warrant that I have the requisite authority to sign this declaration and bind the bidder(s).

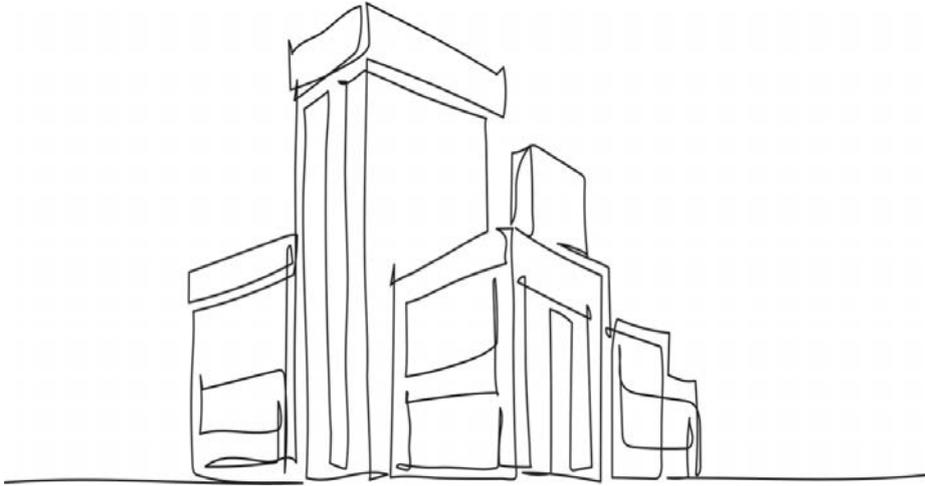
Name:	Jake Morris
Position (job title):	Senior Operations Manager
For and behalf of name of bidder (company, partners or consortium)	<b>C.F. ROBERTS (ELECTRICAL CONTRACTORS) LIMITED</b>
Date:	10.12.25
Signature (electronic signature is acceptable):	

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**END OF DOCUMENT**

Six Property Consulting Limited

## The County of Herefordshire District Council - Earl Mortimer College and Sixth Form - Water Heater Replacement



# Specification & Schedule of Works

Prepared for: The County of Herefordshire District Council

Prepared by: Connor Woodley BSc (Hons)

Authorised by: Tom Griffiths MRICS

Issue no.: 1.0 - 18/11/2025

Six commission no.: 23.004

Six Property Consulting Limited - The County of Herefordshire District Council - Earl Mortimer College and Sixth Form - Water Heater Replacement

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1 - PROJECT INFORMATION	
1.1	<b>The Project</b> Earl Mortimer College and Sixth Form - Water Heater Replacement
<b>Note:</b> The following is provided for general information only and the project will be administered in all respects in accordance with the provisions of the JCT Minor Works Building Contract with Contractors Design 2024	
1.2	<b>Location</b> South St, Leominster HR6 8JJ
1.3	<b>Employer</b> The County of Herefordshire District Council, Plough Lane, Hereford, HR4 0LE
1.4	<b>Principal Contractor</b> To be confirmed – subject to tender
1.5	<b>Contract Administrator Principal Designer</b> Six Property Consulting Ltd 50-54 St Pauls Square, Birmingham, B3 1QS Contact: Connor Woodley m: 07542 321101 e: connor.woodley@sixpc.co.uk
1.6	<b>Tender documents</b> Section 1 - Project information Section 2 - Specification & Schedule of Works Information Document 1 Scoping Document Information Document 2 - 3 Technical Documents Information Documents 4 PCI Information
1.7	<b>The Site</b> Earl Mortimer College and Sixth Form
1.8	<b>Access</b> To be agreed with the Employer, generally via existing vehicle and pedestrian routes. Works area located within school grounds, to the original building and extension.
1.9	<b>Parking</b> To be agreed, generally on existing site parking areas.
1.10	<b>Site visit</b> To be arranged directly with the Earl Mortimer College and Sixth Form. 01568 613221 admin@emc.hereford.sch.uk
1.11	<b>The Works</b> The works involve installation of 1 x new water heater and pipework (to replace the decommissioned water heater).
1.12	<b>Base date</b> INSERT TENDER RETURN DATE
1.13	<b>Works Commencement date</b> 16/02/2026
1.14	<b>Works Completion date</b> 20/02/2026
1.15	<b>Supply of documentation</b> The supply of documentation for computation of amount to be finally certified is three months from the date of practical completion.
1.16	<b>CDM Regulations</b> The project is not notifiable
1.17	<b>Liquidated damages</b> £500/week or part thereof.
1.18	<b>Rectification period</b> 12 months.
1.19	<b>Interim payment</b> Monthly, first being 4 weeks from Commencement Date <b>Please note payment terms are 30 days.</b>
1.20	<b>Retention Period</b> 5% with 2.5% released upon PC pending receipt of O&M Manual.
1.21	<b>Price Fluctuations</b> None. Contract Sum will be fixed-price.
1.22	<b>Advance Payments</b> Pro-forma and cashflow payments available, by agreement between Contractor and Employer prior to formation of Contract.
1.23	<b>Contractors insurances</b> Insurances Public & Employers Liability: £10,000,000 each and every claim. Professional Indemnity Insurance: £2,000,000. Products Liability: £10,000,000 each and every event. All Risks Insurance: £1,000,000.  JCT Minor Works Building Contract Insurance Option; Option 5.4C requires the Contractor to take out and maintain all risks insurance of the works.  The Contractor shall obtain and maintain at its own expense, the following insurance coverage for the duration of the agreement (unless otherwise specified): a. All risks insurance covering all construction works undertaken by the contractor, to be maintained for the duration of the contract for not less than £1,000,000.00 (5.4C). b. Public Liability Insurance with a minimum coverage limit of £10 million for each and every loss or claim, to be maintained for the duration of the contract. c. Employer's Liability Insurance with a minimum coverage limit of £10 million for each and every loss or claim, to be maintained for the duration of the contract. d. Professional Indemnity Insurance of not less than £2,000,000.00 to be maintained for a period of twelve years after the expiry of the contract and if cover is in the aggregate please confirm that there are no incidents or claims from other contracts that may erode that aggregate. e. Products Liability: Limit of Indemnity £10,000,000 each and every Insured Event or series of Insured Events arising from an originating cause in the Period of Insurance. Underlying Limit of Indemnity £10,000,000 each and every Insured Event or series of Insured Events arising from an originating cause in the Period of Insurance, to be maintained for the duration of the contract.
1.24	<b>Dispute Resolution</b> Any dispute or difference between the Parties of any kind whatsoever arising out of or in connection with this Contract shall be referred to arbitration in accordance with Schedule 1 and the JCT 2016 edition of the Construction Industry Model Arbitration Rules. The exceptions to this are:  - any disputes or difference arising under or in respect of the Construction Industry Scheme or VAT, to the extent that legislation provides another method of resolving such disputes or differences; and  - any disputes or difference in connection with the enforcement of any decision of an Adjudicator.
1.25	<b>Contract execution</b> Executed as a Deed.
1.26	<b>Tender procedure</b> Restricted Procedure under the council's Contract Procedure rules.
1.27	<b>Acceptance of tender</b> No guarantee is offered that any Tender received will be recommended for Acceptance. The Employer accepts no liability for the Contractor's cost in preparation of the Tender.
1.28	<b>Period of validity</b> Tenders shall remain open for acceptance for 3 months from the Tender Return Date.
1.29	<b>Product specification</b> All products used in the works are to be fit for purpose and compliant with relevant Standards, installed in accordance with manufacturers recommendations and accepted good working practice.
1.30	<b>Contractors design</b> Design and layout of new pipework servicing the 1 x new water heater to replace the existing decommissioned water heater.
1.31	<b>Programme</b> A proposed programme is to be provided by the Contractor within the tender return, to comply with the Commencement and Completion Dates where given (see Quality Question 1 - Service Delivery). A firm programme is to be provided and agreed by all parties in the pre-start meeting which will take place during the mobilisation period.  On receipt of the purchase order from the Employer, the contractor must place all necessary orders to meet the completion dates specified in item 1.14. This is of particular importance for items which have a long lead period. Please note that the contractor should not wait until the pre start meeting to place orders.
1.32	<b>Services supplies</b> The Contractor shall have free use of existing water and electricity supplies for the purposes of undertaking the Works.
1.33	<b>Facilities and WC</b> The Contractor shall provide temporary accommodation, messing, washing and WC facilities for operatives - exact location to be agreed. No accommodation shall be provided by the Employer.
1.34	<b>Management</b> The Contractor shall provide appropriate management and oversight of the Works and liaise effectively with the Employer in the control of the works.
1.35	<b>Site security</b> The Contractor shall provide suitable barrier measures to ensure the proper separation of site operations, workers, staff and members of the public, this should include opaque 'green-sheeting' of open hoardings.
1.36	<b>Site hazards</b> All known hazards and risks are set out within the pre-construction information.
1.37	<b>Other Works</b> Ongoing maintenance and other projects around the School may be in progress concurrently, particularly outside of term time. This may require coordination and communication with other works contractors to ensure safe working arrangements are in place. Details shall be provided as and when known.

Six Property Consulting Limited - The County of Herefordshire District Council - Earl Mortimer College and Sixth Form - Water Heater Replacement			
2.1 - SPECIFICATION/SCHEDULE OF WORKS: GENERAL COST ITEMS			
Note 1:	This specification/schedule of works is to be read in conjunction with the information documents as listed below: Information Document 1 Scoping Documents Information Documents 2-3 Technical Information		
Note 2:	Should your tender be under consideration you will be required to provide a priced fair copy of the following schedule of works. The schedule must be priced item by item, section by section.  <b>All cells marked with a £ MUST be completed with a costed figure or insert 'Inc' if cost is included elsewhere.</b>  <b>If any element is marked as "inc" or "£0", bidders must clarify in their comment (column D) in which other pricing element the cost has been included in.</b>		
ITEM	WORKS DESCRIPTION	£	Comments
2.1	GENERAL COST ITEMS		
2.1.1	The following Specification/Schedule of Works is not intended to be an exhaustive description of the works but a reasonable and practical guide to the extent and nature of the works under the contract. The Specification/Schedule of Works should be read and priced in conjunction with the attached supporting information.	£0.00	INCLUDED
2.1.2	The Contractor is responsible for determining for himself the exact quantities and dimensions relative to the works and is deemed to have allowed for this within this priced document. Any discrepancy between the supporting information and the Specification/Schedule of Works must be immediately notified to the Contract Administrator for clarification.	£0.00	INCLUDED
2.1.3	The Contractor should allow for all Works included within the Specification/Schedule of Works, including provisional sums and contingencies. The provisional and contingency items are only to be expended on the written instructions of the Contract Administrator (CA).	£0.00	INCLUDED
2.1.4	Each and every item within the Specification/Schedule of Works must be priced without exception. Should the contractor fail to state a price then this item will be deemed to be included within their priced tender.	£0.00	INCLUDED
2.1.5	For the avoidance of doubt if the item specifies 'remove', this should also involve the off-site safe and proper disposal of such items or arisings, unless otherwise stated and associated making good.	£0.00	INCLUDED
2.1.6	Management: All Works are to be properly and adequately supervised and every skill and care is to be taken in the selection of and installation of all materials. The contractor shall ensure a full-time site manager (permanent working site manager is acceptable) with relevant supervisory skills, experience and qualifications (e.g. SMSTS or equivalent) is based on site for the full duration of the Work.	£0.00	INCLUDED
2.1.7	All Works are to be fit for each purpose and of good quality. The Works are to be carried out in accordance with all relevant British Standards and Codes of Practice. Materials and goods are to be used in accordance with the manufacturers' stipulations and recommendations, and the recommendations of any recognised Trade Association or body in line with BRE Digests, Agreement Certificates or other recognised authoritative documents as appropriate. All tests as stipulated by any codes, standards, manufacturers etc. are to be undertaken and the results published.	£0.00	INCLUDED
2.1.8	SCAFFOLD & ACCESS The Contractor shall allow to provide all necessary scaffold and access equipment necessary to undertake the works. This shall include all associated equipment and protection e.g. debris netting, hoists, MEWPS, cherry-pickers, tele-handlers, mobile towers, loading-bays, scaffold adjustments and the like. No post-Contract claims will be entertained for lack of provision in this regard.  FOR THE PURPOSES OF TENDER ALL CONTRACTORS ARE TO ALLOW FOR A FULL & FIXED SCAFFOLD TO ALL ELEVATIONS (alternate access provisions will/can be discussed post-tender).	£0.00	INCLUDED
2.1.9	WORKS SCREENING Allowance shall be made by the contractor for providing all necessary temporary screens, hoardings, green-sheets, etc., in areas affected as works proceed and for making good repairing or replacing any areas or items disturbed or damaged.	£0.00	INCLUDED
2.1.10	TEMPORARY PROTECTION The Contractor shall allow for all necessary protection to all existing internal and external finishes, systems, etc. around the property and for making good/carrying out repairs to any areas disturbed, including on removal of any scaffold or access systems, to the satisfaction of the Contract Administrator.	£0.00	INCLUDED
2.1.11	TEMPORARY WORKS The Contractor shall allow for all necessary temporary works, propping, support of existing structures and the like as required by the works. Where this temporary works requires design or Structural/Services Engineering input or approval the Contractor shall allow for provision of this also.	£0.00	INCLUDED
2.1.12	WELFARE The Contractor shall allow for on-site temporary welfare facilities to meet the requirements laid out in Section 2 of The Workplace (Health, Safety & Welfare) Regulations 1992 as amended by the Construction (Design & Management) Regulations.	£0.00	INCLUDED
2.1.13	STORAGE The Contractor shall allow for all necessary storage required by the works. The Contractor shall not be permitted to use areas of the school to store materials / equipment associated with the work		INCLUDED
2.1.14	Provide rubbish skips and allow for removing and replacing skips as and when necessary throughout the Contract. All waste should be disposed of, where appropriate, by a licensed contractor in accordance with current legislation. Where possible, contractor to recycle materials with evidence of disposal required.	£0.00	INCLUDED
2.1.15	Allow to locate, identify, isolate and make safe all 'live' services prior to any works and suitably cap off and/or remove any services connections made redundant in the execution of the works. The Contractor is to include for any necessary adjustments, re-routing and/or reinstatement on completion that may be necessary. All reinstated systems shall be re-tested and certified as necessary on completion. All systems are to be left in working order and the contractor is responsible for ensuring all services / systems etc. work.  Re-testing and certification is required for all works within the specification of works and works which form part of any Variations throughout the project. For example, if electrical work is instructed, this work should be carried out by a competent electrical engineer in compliance with Part P of the Building Regulations and to current IEE Regulations. NICEIC certification will be required for all work electrical work.	£0.00	INCLUDED

## 2.1 - SPECIFICATION/SCHEDULE OF WORKS: GENERAL COST ITEMS

Note 1:	This specification/schedule of works is to be read in conjunction with the information documents as listed below: Information Document 1 Scoping Documents Information Documents 2-3 Technical Information		
Note 2:	Should your tender be under consideration you will be required to provide a priced fair copy of the following schedule of works. The schedule must be priced item by item, section by section.  <b>All cells marked with a £ MUST be completed with a costed figure or insert 'inc' if cost is included elsewhere.</b>  <b>If any element is marked as "inc" or "£0", bidders must clarify in their comment (column D) in which other pricing element the cost has been included in.</b>		
ITEM	WORKS DESCRIPTION	£	Comments
2.1.16	The works will be undertaken during the time frames as stated within the ITT. The School campus may remain in use by staff and pupils throughout the course of the works. The contractor must therefore maintain all access routes for Fire and Security and be aware of all site safety issues. All services to remain in constant supply to adjacent and adjoining areas / buildings as far as is reasonably practicable.	£0.00	INCLUDED
2.1.17	The internal spaces (teaching, circulation, etc) through the School will remain in full use for the duration of the works. All noise is to be kept to a minimum.	£0.00	INCLUDED
2.1.18	<b>SAFEGUARDING</b> In accordance with the policies of the School, <u>all</u> contractors, sub-contractors, site operatives etc. are to hold current and valid DBS Enhanced with Child Barring List check accreditation. Evidence must be provided to the CA before commencement of the works.	£0.00	INCLUDED
2.1.19	<b>PHOTOGRAPHIC RECORD</b> Prior to undertaking mobilisation works and site set up, the contractor shall undertake a photographic schedule of condition, to record the existing condition of the internal and external areas. Incorporating internal rooms and circulation areas, hard landscaping along the access routes, car parking areas, the allocated site compound and access paths leading to the working areas. This should be completed at the end of the pre start meeting and issued to the CA within 5 days	£0.00	INCLUDED
2.1.20	<b>BUILDING REGULATIONS</b> The contractor is to ensure that all works comply with the current Building Regulations, facilitate statutory inspections, obtain and provide completion certification. The Local Authority Building Control will be engaged directly by the Employer/Client to oversee the Building Control function, details to follow upon appointment.	£0.00	INCLUDED
2.1.21	<b>HEALTH &amp; SAFETY FILE</b> The Contractor is to present all information requested for inclusion within the H&S File to the Principal Designer at least 1 week prior to practical completion. All information is to be issued electronically.	£0.00	INCLUDED
2.1.22	<b>OPERATION &amp; MAINTENANCE MANUALS &amp; AS-BUILT DRAWINGS</b> The contractor shall prepare a suitable 'O&M' manual/s with accurate as-built drawings, full product details and guarantee upon completion of the works and within two weeks of practical completion.	£0.00	INCLUDED
2.1.23	<b>SAFETY - WORKING AT HEIGHT</b> Employers and those in control of any work at height activity must assess the risk and put appropriate control measures in place by following a hierarchy of control measures such as making sure work is properly planned, supervised and carried out by competent people. This includes using the right type of equipment for working at height.	£0.00	INCLUDED
2.1.24	<b>LIFTING OF MATERIALS</b> Safe and effective transport of materials to working level is to be determined by the registered contractor subject to on-site conditions and accessibility. Care must be taken when storing materials and equipment not to overload the deck or structure.	£0.00	INCLUDED
2.1.25	<b>INCOMPLETE WORK</b> Progress of the works will be such as to maintain the waterproof integrity of the external building envelope. At the end of each working day, all open laps, joints, etc. to be sealed in accordance with current codes of practice.	£0.00	INCLUDED
2.1.26	<b>OUT OF HOURS CALLOUTS</b> Following handover of the site to the contractor, the contractor will be responsible for attending out of hours call outs if they are in relation to / because of a direct influence of the works being undertaken. If on attendance to the call out, the call is not directly linked to the works within this SoW, the contractor can agree a call out charge directly with the school. This charge should be discussed and agreed at the pre start meeting.	£0.00	INCLUDED
	<b>SECTION 2.1 TOTAL:</b>	<b>£0.00</b>	INCLUDED

2.2 - SPECIFICATION/SCHEDULE OF WORKS: PROVISIONAL SUMS		
Note 1:	This specification/schedule of works is to be read in conjunction with the information documents as listed below: Information Document 1 Scoping Documents Information Documents 2-3 Technical Information	
Note 2:	Should your tender be under consideration you will be required to provide a priced fair copy of the following schedule of works. The schedule must be priced item by item, section by section.  <b>All cells marked with a £ MUST be completed with a costed figure or insert 'Inc' if cost is included elsewhere.</b>	
ITEM	WORKS DESCRIPTION	£
2.2	PROVISIONAL SUMS	
Note	All provisional sum works to be agreed and costs approved by CA prior to any expenditure.	
2.2.1	PROVISIONAL SUM, Allowance for Licensed Asbestos Removal Contractor to remove and dispose any asbestos containing materials. Asbestos R&D survey will be carried out ahead of works commencing.	£5,000
2.2.2	PROVISIONAL SUM, Allowance for undertaking any making good works.	£1,000
	<b>SECTION 2.2 TOTAL:</b>	<b>£6,000.00</b>

2.3 - SPECIFICATION/SCHEDULE OF WORKS: WORKS ITEMS			
Note 1:	This specification/schedule of works is to be read in conjunction with the information documents as listed below: Information Document 1 Scoping Documents Information Documents 2-3 Technical Information		
Note 2:	Should your tender be under consideration you will be required to provide a priced fair copy of the following schedule of works. The schedule must be priced item by item, section by section.  <b>All cells marked with a £ MUST be completed with a costed figure or insert 'inc' if cost is included elsewhere.</b>		
Note 3:	Where the specification permits substitution of a product, details must be submitted with the tender giving reasons for each proposed substitution and how it meets requirements. Contractor should also submit documentary evidence that the alternative product is equivalent in all respects including materials safety, reliability, function, compatibility with adjacent construction, availability of compatible accessories and, where relevant, appearance. Contractor will submit certified English translations of any foreign language documents.  Substitutions which have not been notified at tender stage may not be considered.		
ITEM	WORKS DESCRIPTION	£	Comments
	<b>PRIOR TO WORKS COMMENCING</b>		
Note 4:	All works are to be carried out with due regard to maintaining the integrity of the existing plant room, building structure, and adjacent services. No penetrations, isolation of essential services, or modifications to structural elements shall be undertaken without prior approval from the Contract Administrator. Please refer to information documents 2 and 3 for the preferred specification.	inc	Included
Note 5:	Contractor to protect all existing finishes, plant, cables, and pipework within the plant room throughout the works. Any damage caused shall be made good at the Contractor's expense.	inc	Included
Note 6:	Contractor shall provide a detailed method statement and risk assessment covering but not limited to: Isolation and draining of the existing hot water system. Safe removal of the existing Andrews Ecoflow water heater, associated flue components, and expansion vessel. Lifting operations and plant handling arrangements. Sequencing, commissioning, and integration with existing BMS/controls.	inc	Included
	<b>STATUTORY CONSENTS</b>	inc	Included
Note 7	All works shall be carried out in accordance with current Building Regulations and relevant British Standards, including but not limited to: BS 8558:2015 – Design and installation of domestic hot water services Water Supply (Water Fittings) Regulations 1999 Gas Safety (Installation and Use) Regulations 1998 BS 6644 – Installation of gas-fired hot water boilers over 70 kW BS EN 12828 – Heating systems in buildings – Design for water-based heating systems Local Water Authority and Gas Network Provider requirements Manufacturer's installation instructions for the replacement water heater, flue system, and expansion vessel	inc	Included
Note 8	The Contractor shall ensure compliance with: • The Building Regulations 2010 (as amended) – Approved Documents G (Sanitation & Hot Water) and J (Combustion Appliances). • CDM Regulations 2015. • Health and Safety at Work etc. Act 1974. • All Local Authority requirements, Gas Safe requirements, and statutory instruments relevant to the works.	inc	Included
<b>2.3</b>	<b>REMOVAL OF EXISTING PLANT</b>	<b>£</b>	<b>Comments</b>
2.3.1	Safely isolate, drain, disconnect, and remove the existing defective Andrews Ecoflow EC380/1400 water heater, associated flue system, flue, and expansion vessel. All redundant pipework and supports to be removed. All waste material to be taken off site to a licensed disposal facility.	£1,142.91	
2.3.2	Provide temporary protection to adjacent plant and maintain continuity of hot water supply where required. Any temporary hot water provision shall be included within the Contractor's tender.	£0.00	Not required
2.3.3	Cap, make safe, and label all required services during strip-out, ensuring no gas, electrical, or water services remain live or exposed.	Inc	Included
<b>SECTION TOTAL:</b>		<b>£1,142.91</b>	
<b>2.4</b>	<b>INSTALLATION OF NEW WATER HEATER AND PIPEWORK</b>	<b>£</b>	<b>Comments</b>
2.4.1	Supply, deliver, and install a replacement water heater equivalent to or exceeding the performance of the existing Andrews Ecoflow EC380/1400 (approx. 380 litre storage, 1400 litre/hr recovery at 50°C rise, or as specified). Installation to include: Positioning of the new unit on manufacturer recommended anti-vibration mounts. All flow/return pipework modifications in copper or stainless steel as appropriate. Connection to existing BMS sensor points and safety devices. Installation of all valves, strainers, check valves, and safety controls as per manufacturer guidance.	£13,067.97	
2.4.2	Supply and install a correctly sized potable expansion vessel complete with: Isolation valve Drain point WRAS-approved vessel connection kit Mounting bracket or floor standing support as required.	£0.00	Included in 2.4.1
2.4.3	Install all necessary pipework, fittings, lagging, and supports to integrate the new system. All insulation to comply with BS 5422. Pipework to be installed neatly, labelled, and pressure-tested.	£0.00	Included in 2.4.1

2.3 - SPECIFICATION/SCHEDULE OF WORKS: WORKS ITEMS			
Note 1:	This specification/schedule of works is to be read in conjunction with the information documents as listed below: Information Document 1 Scoping Documents Information Documents 2-3 Technical Information		
Note 2:	Should your tender be under consideration you will be required to provide a priced fair copy of the following schedule of works. The schedule must be priced item by item, section by section.  <b>All cells marked with a £ MUST be completed with a costed figure or insert 'Inc' if cost is included elsewhere.</b>		
Note 3:	Where the specification permits substitution of a product, details must be submitted with the tender giving reasons for each proposed substitution and how it meets requirements. Contractor should also submit documentary evidence that the alternative product is equivalent in all respects including materials safety, reliability, function, compatibility with adjacent construction, availability of compatible accessories and, where relevant, appearance. Contractor will submit certified English translations of any foreign language documents.  Substitutions which have not been notified at tender stage may not be considered.		
2.4.4	Provide all the necessary electrical connections. All works to be carried out by NICEIC approved electricians.	£0.00	Included in 2.4.1
<b>SECTION TOTAL:</b>		<b>£13,067.97</b>	
<b>2.5</b>	<b>TESTING, COMMISSIONING AND CERTIFICATION</b>	<b>£</b>	<b>Comments</b>
2.5.1	Upon completion the Contractor is to leave the site clean and tidy, removing all surplus and waste material from site. If the Contractor feels it is necessary to allow for pressure washing any external surfaces or steam cleaning internal finishes on completion of the Works to remove any marks, dirt etc. resulting from the progress of the Works then this should be included, and highlighted, in its tender.	Inc	Included
2.5.2	Commission the new water heater, flue, and expansion vessel in accordance with manufacturer's instructions, including: System flushing and refilling Gas soundness testing and certification Combustion analysis Setting of flow temperatures, safety limits, and BMS integration	£647.19	
2.5.3	Provide the following documentation upon completion: Gas Safe certificate Commissioning sheets As-built drawings O&M manuals Warranty documentation	£85.00	
<b>SECTION TOTAL:</b>		<b>£732.19</b>	
<b>2.6</b>	<b>SITE CLEARANCE</b>	<b>£</b>	<b>Comments</b>
2.6.1	Upon completion the Contractor shall leave the site clean and tidy, removing all surplus material. Any marks or damage resulting from the Works are to be made good at the Contractor's expense. If pressure washing of areas or cleaning of internal surfaces is considered necessary, this shall be included in the tender.	Inc	Included
<b>SECTION TOTAL:</b>		<b>£0.00</b>	
<b>SECTION TOTAL 2:</b>		<b>£14,943.07</b>	

3 - SUMMARY/COLLECTION PAGE		
ITEM & WORKS SECTION		£
1	PROJECT INFORMATION	
2.1	GENERAL COST ITEMS	INC
2.2	PROVISIONAL SUMS	£6,000.00
2.3	REMOVAL OF EXISTING PLANT	£1,142.91
2.4	INSTALLATION OF NEW WATER HEATER AND PIPEWORK	£13,067.97
2.5	TESTING, COMMISSIONING AND CERTIFICATION	£732.19
2.6	SITE CLEARANCE	INC
<b>TOTAL TO FORM OF TENDER:</b>		<b>£20,943.07</b>

**NOTE: The contractor MUST check that the Section 2 and Section 3 costs tally and are complete prior to submission of their tender.**

# Appendix 1 - Service Specification

<b>1.</b>	<b>Introduction</b>
	<p>Herefordshire Council is a unitary authority located in the West Midlands region of England and bordered by Shropshire, Worcestershire, Gloucestershire, Monmouthshire and Powys. Herefordshire is a predominantly rural county covering 840 square miles with a low population density. Bidders should be aware of the challenges that a rural county presents in respect of providing good quality, reliable services.</p> <p>As a unitary authority Herefordshire Council is responsible for providing a wide range of services to the local community including: economic development, education, environmental health and animal welfare, highways, housing, leisure and culture, local tax collection, passenger transport, planning, public health, social care (adults and children), strategic planning, trading standards, transport planning, waste collection and disposal. As part of its duties, Herefordshire Council oversees and manages a number of maintained schools in the area. These comprise a mix of different types of schools, including primary, secondary, and special educational needs schools. These schools are responsible for providing high-quality education to students in the area and ensuring that they receive a well-rounded education that prepares them for the future.</p> <p>Herefordshire Council wishes to appoint a contractor to carry out the Water Heater Replacement works as described in the schedule of works document at Earl Mortimer College and Sixth Form, Hereford.</p>
<b>2.</b>	<b>Procurement Procedure</b>
	<p>The procurement is being carried out using Proactis, Supplying the Southwest, portal.</p> <p>Herefordshire Council wishes to appoint a contractor to carry out the Water Heater Replacement works as described in the schedule of works document at Earl Mortimer College and Sixth Form, Hereford.</p>
<b>3.</b>	<b>Form of Contract</b>
	<p>The contract will be administrated under JCT Minor Works Building Contract with Contractors Design 2024.</p>
<b>4.</b>	<b>Contract Duration</b>
	<p>Estimated Contract Start Date – w/c 12 January 2026 (mobilisation to commence)</p> <p>Works Start Date – 16 February 2026</p> <p>Works to complete prior to the school opening 23 February 2026.</p> <p>Estimated Contract End Date – 23 February 2027 which include 12 months defects liability period thereafter.</p>
<b>5.</b>	<b>Location</b>
	<p>Earl Mortimer College and Sixth Form Centre</p> <p>South Street,</p>

	Leominster, HR6 8JJ
<b>6.</b>	<b>Background</b>
	This project involves the installation of new water heater and associated pipework to replace the 1 x decommissioned water heater.
<b>7.</b>	<b>Scope</b>
	<p>The works involve installation of 1 x new water heater and pipework (to replace the decommissioned water heater).</p> <p>The full project scope is identified in the Schedule of Work document and accompanying specification:</p> <ul style="list-style-type: none"> <li>• <b>Completion Document 2 - Earl Mortimer College and Sixth Form Water Heater Replacement SoW</b></li> <li>• Works to commence on 16 February 2026, with an anticipated 1 week programme.</li> </ul> <p>The contract administrator will be Six Property Consulting. All communications and instructions are to be via Six Property Consulting contact during mobilisation and delivery of the works, unless confirmed otherwise. Contact details for Six Property Consulting will be provided following contract award.</p> <p>Please note, during the tender process all communications and clarifying questions must be raised via the e-portal messaging system only. <b><u>Questions raised to Six Property Consulting during the tender process will not be answered.</u></b></p>
<b>8.</b>	<b>Objectives</b>
	<p>The objectives are to:</p> <ul style="list-style-type: none"> <li>• Complete the works as described within the Specification (<b>Completion Document 2 Earl Mortimer College and Sixth Form Heater Replacement SoW</b>) within budget and to the agreed programme and to the quality of installation as per the standards identified in the above-named specification document. The final programme is to be confirmed with contractor and consultant prior to the pre-start meeting.</li> <li>• Minimise disruption to the schools and normal business operations.</li> </ul>
<b>9.</b>	<b>Description of service to be provided – The detailed requirements</b>
	<p><b>WORKS REQUIREMENTS</b></p> <p>Principal contractor works in connection with the Water Heater Replacement works.</p> <p>Please refer to the Schedule of Work document and any specification stated in the Schedule of Works document of the Tender Package:</p> <ul style="list-style-type: none"> <li>- Completion Document 2 Earl Mortimer College and Sixth Form Water Heater Replacement SoW</li> <li>- Information Document 1 - Water Heater Replacement Scoping Document</li> <li>- Information Document 2 - Water Heater Specification Guide</li> <li>- Information Document 3 - Water Heater Data Sheet</li> <li>- Information Document 4 - PCI Summary</li> </ul>

## SUBSTITUTION OF PRODUCTS

Where the Schedule of Works permits substitution of a product, if the contractor wishes to substitute products of different manufacture to those specified, details must be submitted with the tender giving reasons for each proposed substitution and how it meets the requirements. The contractor must also submit documentary evidence that the alternative product is equivalent in all respects including materials safety, reliability, function, warranty/guarantee, compatibility with adjacent construction, availability of substitute product and all compatible accessories and, where relevant, appearance. Tenderers should submit certified English translations of any foreign language documents.

Substitutions which have not been notified at tender stage may not be considered.

Information Document 2 is the preferred specifications for the works and are for information only. Substitutes are allowed and comparable or improved specification will be considered.

## SITE VISITS

The bidder/contractor shall be deemed to have visited the site and familiarise themselves while submitting the Tender. Non-familiarity with the site conditions by the contractor will not be considered a reason either for extra claim(s) or for any delay in performance or any other claim in this regard. The costs of visiting the site shall be at the contractors own expense. Site visits are to be arranged with the school directly – details below.

### Earl Mortimer College and Sixth Form

Ms A Banner – Head Teacher

[admin@emc.hereford.sch.uk](mailto:admin@emc.hereford.sch.uk)

T: [01568 613221](tel:01568613221)

Attendees **MUST** bring their **enhanced DBS** certification and their own appropriate PPE for all visits.

Please note, any questions resulting from your visit **must be raised via the e-tendering portal messaging system during the tender clarification window (see ‘Timescales’ section above)**. We will not be able to accept clarifications past this deadline. No questions can be addressed on site.

## 10. Constraints

Details of constraints are identified below:

- **Enhanced DBS Certification;** ALL contractors and operatives must hold and provide evidence of Enhanced with Barred List(s) DBS Certification. Any attendees to site without certification will not be permitted access under any circumstances at any time, including the tender site visits. The contractor will not be entitled to an extension of time in the event of delays in completing the works due to lack of the requisite DBS clearance.
- The council requires all contractors engaged in the provision of works and services which involve access to [children](#) and/or [vulnerable adults](#) to have up to date and satisfactory [disclosures](#). **The council requires enhanced disclosures to be updated every 3 years.**
- Disruption to the school and normal business operations are to be minimised with the agreed programme as finalised in the pre-start meeting on commencement of the contract in December 2025.

	<ul style="list-style-type: none"> <li>• <b>Asbestos</b> – R&amp;D survey to be organised prior to work commencement to allow Contractor to safely plan and remove any affected asbestos containing materials as part of the programme.</li> <li>• <b>Contract start date</b> (Mobilisation) w/c 12 January 2026 <b>There is an estimated 3-week Mobilisation period</b> Materials <b>MUST</b> be ordered on commencement of mobilisation (on exchange of contract and receipt of purchase order due w/c 12 January 2026. This is due to the lead time on materials.</li> <li>• <b>Works Start Date</b> - Works are to start on site 16 February 2026. Set-up start date could be discussed at pre-start meeting.</li> <li>• Please refer to the '<b>2.1 SPEC-GENERAL COST ITEMS</b>' within the Schedule of Works document for further constraints <b>Completion Document 2 Earl Mortimer College and Sixth Form Heater Replacement SoW</b></li> </ul>										
<b>11.</b>	<b>Known Unknown Risks</b>										
	Please refer to the PCI Summary Document										
<b>12.</b>	<b>Performance measures and project success</b>										
	<ul style="list-style-type: none"> <li>• Completion within agreed programme and budget.</li> <li>• No accidents or near misses.</li> </ul>										
<b>13.</b>	<b>Contract management requirements</b>										
	<p>The contract will be administrated under JCT Minor Works Building Contract with Contractors Design 2024. The full contract conditions can be found within the '<b>1 PROJECT INFORMATION</b>' tab of the Schedule of Works document:</p> <p><b>Completion Document 2 Earl Mortimer College and Sixth Form Heater SoW</b></p> <p>The contract administrator will be Six Property Consulting. All communications and instructions are to be via Six Property Consulting contact during mobilisation and delivery of the works, unless confirmed otherwise. Contact details for Six Property Consulting will be provided following contract award.</p> <p>Please note, during the tender process all communications and clarifying questions must be raised via the e-portal messaging system only. <b><u>Questions raised to Six Property Consulting during the tender process will not be answered.</u></b></p>										
<b>14.</b>	<b>Mobilisation/ transition requirements</b>										
	<p>Mobilisation period approx. <b><u>4 weeks</u></b> from receipt of order.</p> <table border="1"> <tr> <td>Contract Award (notify bidders)</td> <td>By 15 December 2025</td> </tr> <tr> <td>Contract signed by contractor by 12pm midday:</td> <td>13 January 2026</td> </tr> <tr> <td>Mobilisation must commence by (Materials MUST be ordered on receipt of purchase order)</td> <td>19 January 2026</td> </tr> <tr> <td>Works must commence on site no later than</td> <td>16 February 2026</td> </tr> <tr> <td>Works to complete prior to school opening on</td> <td>23 February 2026</td> </tr> </table>	Contract Award (notify bidders)	By 15 December 2025	Contract signed by contractor by 12pm midday:	13 January 2026	Mobilisation must commence by (Materials MUST be ordered on receipt of purchase order)	19 January 2026	Works must commence on site no later than	16 February 2026	Works to complete prior to school opening on	23 February 2026
Contract Award (notify bidders)	By 15 December 2025										
Contract signed by contractor by 12pm midday:	13 January 2026										
Mobilisation must commence by (Materials MUST be ordered on receipt of purchase order)	19 January 2026										
Works must commence on site no later than	16 February 2026										
Works to complete prior to school opening on	23 February 2026										
<b>15.</b>	<b>Business continuity and emergency planning</b>										

Works **must** commence prior to 23 February 2026 and all works to all locations must be completed within the agreed programme.  
Co-ordinating works with the operational school will be discussed and agreed during the works pre-start meeting. The supplier is therefore required to have in place and demonstrate through their tender submission business continuity arrangements to ensure that the works are completed irrespective of challenges encountered.

## 16. Insurance

**Employer's liability:** (£10m) Each and Every loss or claim, to be maintained for the duration of the contract.

**Public liability:** (£10m) Each and Every loss or claim, to be maintained for the duration of the contract.

**Product liability:** (£10m) Each and every Insured Event or series of Insured Events arising from an originating cause in the Period of Insurance. Underlying Limit of Indemnity £10,000,000 each and every Insured Event or series of Insured Events arising from an originating cause in the Period of Insurance, to be maintained for the duration of the contract.

JCT Minor Works Building Contract with Contractors Design 2024. Insurance Option; Option 5.4C requires the Contractor to take out and maintain all risks insurance of the works.

**Professional indemnity:** (£2m) to be maintained for a period of twelve years after the expiry of the contract and if cover is in the aggregate please confirm that there are no incidents or claims from other contracts that may erode that aggregate.

**All risks insurance:** (£1m) covering all construction works undertaken by the contractor, to be maintained for the duration of the contract.

The Contractor shall obtain and maintain at its own expense, the following insurance coverage for the duration of the agreement (unless otherwise specified):

- All risks insurance covering all construction works undertaken by the contractor, to be maintained for the duration of the contract for not less than £1,000,000.00 (5.4C).
- Public Liability Insurance with a minimum coverage limit of £10 million for each and every loss or claim, to be maintained for the duration of the contract.
- Employer's Liability Insurance with a minimum coverage limit of £10 million for each and every loss or claim, to be maintained for the duration of the contract.
- Professional Indemnity Insurance of not less than £2,000,000.00 to be maintained for a period of twelve years after the expiry of the contract and if cover is in the aggregate please confirm that there are no incidents or claims from other contracts that may erode that aggregate.

	<ul style="list-style-type: none"> <li>• Products Liability: Limit of Indemnity £10,000,000 each and every Insured Event or series of Insured Events arising from an originating cause in the Period of Insurance. Underlying Limit of Indemnity £10,000,000 each and every Insured Event or series of Insured Events arising from an originating cause in the Period of Insurance, to be maintained for the duration of the contract.</li> </ul>
<b>17.</b>	<b>Contract exit and transition plans</b>
	<p>As per the JCT Minor Works Building Contract with Contractors Design 2024.</p> <p>A certificate of Practical Completion must be issued by the Contract Administrator to confirm acceptance and handover.</p>
<b>18.</b>	<b>Budget</b>
	The <b><u>estimated</u></b> budget for this contract is £25,000.00



# **INVITATION TO TENDER (ITT)**

**for the provision of**

**Earl Mortimer College and Sixth Form  
Water Heater Works.**

NOTE: All tender submissions must be uploaded and returned via the Councils e-tendering system Procontract at [www.supplyingthesouthwest.org.uk](http://www.supplyingthesouthwest.org.uk)

## CONTENTS

<b>THIS DOCUMENT</b>		
<b>Section</b>	<b>Description</b>	<b>Purpose</b>
1.	Introduction	Provides background about the local and national policy content and why the requirement is being commissioned.
2.	Timetable	Sets out the intended timetable for this procurement process.
3.	Instructions for bidders	Sets out how to respond to this opportunity and provides guidance on how to complete and submit the tender response.
4.	Additional information relevant to this opportunity	Sets out information about the site visits.
5.	Contact and correspondence during the tender process	Sets out the process for contact, correspondence, and clarifications during the tender process
6.	Tender evaluation and award criteria	Sets out the criteria that Herefordshire Council, (“the council”) will use to evaluate and award the tender
7.	General guidance	Sets out general guidance
8.	FOI	FOI & commercially sensitive information
<b>INFORMATION DOCUMENTS</b>		
<b>Document</b>	<b>Description</b>	<b>Purpose</b>
<b>Appendix 1</b>	Specification	Outlines the service/goods/works which the council requires. <b>This document will form part of the contract.</b>
<b>Appendix 2</b>	Contract Schedule of Amendments	Sets out the schedule of amendments details of the contract between the council and the supplier.
<b>Information Document 1</b>	Scoping Document	This includes the photo schedule and location plan.
<b>Information Document 2</b>	Specification Guide	Details the technical specification.
<b>Information Document 3</b>	Data Sheet	Details technical information.
<b>Information Document 4</b>	PCI Summary	Details the pre-construction information
<b>TENDER RESPONSE DOCUMENTS - to be completed and submitted via Procontract</b>		
<b>Document</b>	<b>Description</b>	<b>Purpose</b>
<b>Completion Document 1</b>	Bidder’s Tender Response	The bidder’s basic information, response to the service specific questions and signed declaration forms. <b>This document will form part of the contract.</b>
<b>Completion document 2</b>	Earl Mortimer College and Sixth Form Heater SoW	The bidder’s price and cost breakdown. <b>This document will form part of the contract.</b>

## 1. Introduction

- 1.1. Herefordshire Council (the council) would like to thank you for your interest in this opportunity.
- 1.2. The (ITT) is for a contractor to carry out the fire barrier precaution works as described in the schedule of works document at Earl Mortimer College and Sixth Form, Hereford.
- 1.3. The council's detailed requirements are defined in the information document Appendix 1 Earl Mortimer Heater Works Service Specification and Completion Document 2 - Earl Mortimer College and Sixth Form Heater SoW.
- 1.4. The procurement is being conducted in accordance with the below threshold procurement process under the Procurement Act 2023.
- 1.5. This document describes how the Procurement will be conducted, including details of the associated procurement timetable, instructions and guidance for bidders and tender evaluation and award criteria. Suppliers are strongly encouraged to read all sections of this ITT, the information documents and completion documents detailed in the contents section before submitting a tender.
- 1.6. Should you have any queries with the tender, documentation or process all contact must be made via the Council's e-tendering system Procontract messaging system at [www.supplyingthesouthwest.org.uk](http://www.supplyingthesouthwest.org.uk).

## 2. Timetable

- 2.1. The intended timetable for this procurement process is set out in the table below.

Activity	Date	Notes
ITT issued	20 November 2025	Via Procontract – <a href="http://www.supplyingthesouthwest.org.uk">www.supplyingthesouthwest.org.uk</a>
<b>Site visits</b>	By 04 December 2025 (Clarification deadline 12pm midday 20.11.25)	Tenderers should attend site during the tender period to familiarise themselves with the works and site requirements.
Deadline for receipt of clarification questions	04 December 2025 12pm midday	To be submitted no later than 12:00. All clarifications must be sent via Procontract 'messages.'
<b>Closing date for submitting tender</b>	<b>15 December 2025 By 10am</b>	<b>All tenders must be sent via the Procontract e-tendering system via <a href="http://www.supplyingthesouthwest.org.uk">www.supplyingthesouthwest.org.uk</a></b>
Planned notification of the results to bidders and Contract Award	By 15 December 2025	Issue of award and unsuccessful letters.
Contract to be signed	13 January 2026	Bidder to complete signing of the contract.
Contract commencement date	By 15 January 2026	Mobilisation to commence (approx. 3 weeks)

Works to commence on site (Anticipated 1 weeks programme)	16 February 2026	The date the works will start on site and complete in the February half term school holiday period.
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- 2.2. Please note that the Council reserves the right, in its absolute discretion, to amend the timetable or extend any time period in connection with the procurement. The Council will endeavour to alert prospective bidders as soon as practically possible.
- 2.3. The procurement process will come to an end once the contract has been executed by both parties.

### 3. Instruction to bidders

#### 3.1. Tender Submission

- 3.1.1. To submit a tender, you must **fully complete and submit all the Completion documents** listed in the tender submission checklist below and provide any supporting documents/evidence requested.

#### TENDER SUBMISSION CHECKLIST

Document	Requirement	Uploaded (Yes/No)
<b>Completion Document 1 – Bidder’s Tender Response (word document)</b> Section 1 – Supplier Information Questionnaire <ul style="list-style-type: none"> <li>• Part 1 – Preliminary questions</li> <li>• Part 2 – Assessment of Suitability</li> </ul> Section 2 – Declarations <ul style="list-style-type: none"> <li>• Part 1 – Form of Tender – Tender Certificate</li> <li>• Part 2 – Declaration of Freedom of Information (“FOI”), commercially sensitive information</li> <li>• Part 3 – Fraud Prevention Check Declaration</li> </ul>	All questions answered and declarations signed.	
Any supporting documents/evidence requested in Completion Document 1.	Only upload documents that have been requested. Clearly name each file as instructed in completion document 1. Include your organisation name and the question number the document relates to in the document.	
<b>Completion Document 2 – Pricing Schedule/ SoW (excel spreadsheet)</b>	Complete as directed in the document.	

- 3.1.2. Before preparing your submission, please read Section 3.2 and 3.3 below and the instructions in each of the Completion Documents.
- 3.1.3. It is the Bidder's responsibility to ensure that all the required information is included within their response and responses may be rejected if they are incomplete. Evaluation will be based upon the response submitted in accordance with the instructions set out in this ITT document.
- 3.1.4. Tenders **MUST** be submitted via the opportunity entry on the Procontract e-tendering system at [www.supplyingthesouthwest.org.uk](http://www.supplyingthesouthwest.org.uk) by the closing date and time as indicated in the timetable.
- 3.1.5. Tenders received after the closing date for tenders **will be rejected by the Procontract system and will not be eligible for submission via any other method.**
- 3.1.6. No documents can be uploaded to the Portal after the deadline has expired. Bidders are strongly advised to allow sufficient time for the upload of their response via Procontract. Bidders should be aware that responses (even if contained in zipped files) may take a number of hours to upload and that the council views the allowance of sufficient time to complete document upload (including allowing for any problems that may be encountered with upload speed / connectivity etc.) as within the control of bidders. Do not exceed the maximum file size of 800MB per attachment.

## 3.2. Completion Document Guidance

- 3.2.1. Bidders **MUST** use the completion document templates for their response and must not alter or personalise the templates in any way beyond the bidder's information content required for their submission response.
- 3.2.2. Templates should be submitted in the same file format as they are issued (i.e. Do not convert them to .pdf or other file formats). If you are unable to comply with this requirement, please make contact via the Procontract 'messaging' system no later than the deadline for receipt of clarifications set out in the Procurement Timetable.
- 3.2.3. The Specification and Indicative Contract set out the requirements for the delivery and management of the service. Bidders are required to respond to the questions in the Completion Documents to set out how they propose to meet the requirements of the contract. Responses to the questions form an important part of the evaluation process. Bidders must submit all information requested.
- 3.2.4. Bidders must be explicit and comprehensive in their response as this will be the single source of information on which contract award will be based. Bidders must not therefore make any assumptions about their past or current supplier relationships with the council and should be clear that any such prior business relationships will NOT be taken into account in the evaluation/award procedure. Bidders should ensure that all information that they wish the council to take into account is explicitly stated; as the council will not be able to take account of any other information, even if already known by the council.
- 3.2.5. Where questions have a maximum number of word count or pages stipulated within the question: any text in excess of this will be redacted and not be read and evaluated. Bidders should enter responses in English, in Arial size 11 font in the space box provided below the question. The box can be expanded to fit the response length however do not adjust the left or

right margins. Where page length is stipulated this will be based on an A4 sheet and will be measured from the line below “Please detail your answer here:” in the box.

- 3.2.6. Do not embed or attach documents or add electronic links into responses unless specifically requested in the question. However, diagrams, photographs or tables can be inserted into the response. Such insertions will be included as part of the page count.
- 3.2.7. If attachment documents are required as part of a question, it will be stated, including the type or title of the document(s) required. Bidders should include this document (or nearest equivalent document(s) as appropriate) to enhance their answer. Where additional information is required, please submit a clearly identified annex. The name of the organisation submitting the tender and question number must be clearly marked on all pages of any documentation provided if supplied as attachments.
- 3.2.8. The submission of general brochures, marketing information and general information is not permitted, and such documents should not be submitted. For the avoidance of doubt, any such additional documents would neither be considered nor scored.
- 3.2.9. Failure of bidders to adhere to any requests for specific text/font sizes, and/or maximum word/page counts, and/or requirements for specific file types or maximum file sizes may result in your tender being deemed non-compliant and disqualified.
- 3.2.10. Bidders are required to complete and sign ALL of the declarations in Completion Document 1- Bidder’s Tender Response. In the Declaration of Freedom of Information (FOI), commercially sensitive information bidders should complete the Schedule of Information in respect of information considered to be commercially sensitive or confidential.
- 3.2.11. Bidders are required to include their rates and prices as instructed in Completion Document 2 – Pricing Schedule. All prices should be in pounds sterling (£) exclusive of VAT.
- 3.2.12. For the avoidance of doubt, please note that any information given by bidders will be subject to verification; if any error, omission or misrepresentation is discovered, the council reserves the right to disqualify the bidder from further participation in the process, no matter what stage in the process has been reached.

## **4. Additional information relevant to this opportunity**

### **4.1. Site Visits Information**

The site’s address is: Earl Mortimer College and Sixth Form Centre, South Street, Leominster, HR6 8JJ

- 4.1.1. Site visits are optional and not mandatory to attend. However, we encourage bidders to utilise this opportunity to familiarize themselves with existing conditions and to avoid any surprises in the site after awarding the contract. Non-familiarity with the site conditions by the bidder/contractor will not be considered a reason either for extra claim(s), delay in performance or any other claim in this regard.
- 4.1.2. The costs of visiting the site shall be at the bidder’s own expense.
- 4.1.3. Site visits are to be arranged direct with the bidder and the school during the tender period.

- 4.1.4. To undertake a site visit please contact the school site manager Richard Williams. Contact details are as follows:

Earl Mortimer College and Sixth Form  
Richard Williams – School Site Manager  
[rwilliams@emc.hereford.sch.uk](mailto:rwilliams@emc.hereford.sch.uk)  
T: 01568 613221

**Attendees MUST bring their enhanced DBS certification and their own appropriate PPE for all visits.**

- 4.1.5. All clarification questions resulting from bidder's visit should be submitted **via the ProContract messaging system by 12pm midday Thursday 20 November 2025**. Any clarification question and subsequent answer ('clarification answer') which will provide material information to tenderers will be circulated to all tenderers.

## **5. Contact and correspondence during the tender process.**

- 5.1. The council will utilise Procontract to notify and correspond with bidders throughout the tender process. Bidders should monitor this opportunity as listed on Procontract ([www.supplyingthesouthwest.org.uk](http://www.supplyingthesouthwest.org.uk)) for any messages, responses and updates to the tender opportunity.
- 5.2. Bidders may request clarification of any aspects of the ITT, the tender process, or the draft contract, to the nominated contacts *during the clarification period*. Clarification questions must be submitted in writing via the Procontract 'messaging' system no later than the deadline for receipt of clarifications set out in the Procurement Timetable. The council will endeavour to respond to these clarification requests in a timely manner. However, there is an obligation on the council to ensure that the same information is provided in response to all bidders. As such, any clarification question and subsequent answer ('clarification answer') which will provide material information to bidders will be circulated to all bidders. All confidential information or information which would enable bidder identification will be removed from the circulated question and answer.
- 5.3. If a bidder wishes to ask a question or seek clarification without the question and answer being published in this way, then they must notify us when asking the question and provide justification for withholding the question and any response from the other bidders. If we do not consider that there is sufficient justification for withholding the question and the corresponding response, the bidder will be invited to decide whether:
- the question/clarification and the response should in fact be published; or
  - they wish to withdraw the question/clarification.
- 5.4. Any clarification questions relating to the draft contract must be asked during the clarification period, and NOT at the signing of a contract stage, should you be the successful bidder.
- 5.5. The Council reserves the right not to answer any requests for clarification submitted after the deadline for receipt of clarifications as set out in the procurement timetable or submitted via any other means than the Procontract messaging system.

**QUERIES**

5.6. Any questions in relation to the Procontract system and general enquiries regarding the process of the submission of responses via Procontract should be directed to the Supplying the Southwest support desk as listed on their site. [www.supplyingthesouthwest.org.uk](http://www.supplyingthesouthwest.org.uk)

5.7. The Council procurement representative for this tender process is:

**Karen Amos**

**Capital Project Manager**

**Herefordshire Council (on behalf of the council)**

5.8. **No approach of any kind in connection with this ITT should be made to any other person within, or associated with the council. Direct or indirect canvassing or attempting to procure information concerning the process from the council members or employees or agents by any bidder, will be treated seriously by the council and may result in the disqualification of the bidder from the process.**

5.9. The council may disclose detailed information relating to the Invitation to Tender to its officers, employees, agents, professional advisors or Governmental organisations and the council may make any of the contracts and procurement documents available for private inspection by its officers, employees, agents, professional advisors, contracting authorities or Governmental organisations.

#### Tender Evaluation and Award Criteria

5.10. Tenders must be returned electronically via the Council's e-tendering portal. The Council will review and evaluate the bidders' proposals and may request clarification from bidders if there are questions concerning the proposal.

5.11. Any contract/s awarded as a result of this procurement will be done so based on the offer that the Council deem to be the most advantageous tender (MAT) to the Council.

5.12. The council will assess all tenders in order to identify the Supplier which has submitted the most advantageous tender (i.e. the highest-scoring tender) in accordance with the award criteria and evaluation methodology set out below:

#### 5.13. Award Criteria

The % weighting applied to Price are provided in the table below.

<b>Award Criteria</b>	<b>Weighting (%)</b>
<b>Price element</b>	<b>100</b>

### Step 1: General Compliance and Completeness Check

- 5.13.1. Tenders will first be subject to an initial assessment to determine compliance with the requirements of the Invitation to Tender and for completeness. The Council may seek clarification to determine if a Tender is complete and compliant.
- 5.13.2. If a Tender does not comply with any of the requirements contained in the Invitation to Tender, then the Council may (at its discretion) exclude the Tender.

### Step 2: Supplier Information Questionnaire

- 5.13.3. The bidders' response to the Supplier Information Questionnaire (Bidder's Tender Response Document – Section 1) will be assessed on a compliant (pass) or non-compliant (fail) basis, except where a question is clearly stated as 'for information only'. This will include a check of the debarment list with respect to the main supplier and if applicable any sub-contractors.
- 5.13.4. Tenders which do not pass Step 2 will be excluded.
- 5.13.5. A weighting will be applied to the price question as detailed in the Award Criteria table at 6.4.

### Step 5 - Price Evaluation

- 5.13.6. Your score for the price element will be calculated as a comparison of your bid price to that of the lowest compliant bid price as follows:

$$\% \text{ scored} = (\text{lowest compliant bid price} / \text{your bid price}) \times \% \text{ weighting for price element}.$$

### 5.14. Clarifications during evaluation

- 5.14.1. The council reserves the right to request clarification (in terms of information which will supplement or clarify) of any aspect of a tender. **In particular, it is the intention of the council to clarify any aspects of tenders that are (or appear to be) contradictory.**
- 5.14.2. The council reserves the right to issue additional questions (by way of clarification) to all bidders, the answers received to such questions may be allocated marking credit (in accordance with the published marking guidance) on the basis that ALL bidders have fairly; transparently and equally been given the opportunity to respond. However, responses received to clarification questions issued to individual bidders would not normally be allocated any marking credit if this would have the effect of allowing bidders to introduce new information after the deadline for submission.
- 5.14.3. The council may invite any bidder(s) still under consideration to attend a meeting to clarify the information which has been supplied in the tender if this is required. Following the meeting the council will then review and, where necessary, amend the awarded scores.

### 5.15. Due Diligence Checks

**Financial Standing** - The highest ranked bidder will be identified as the preferred bidder. The preferred bidder must pass an Experian credit check where a pass score is 51 or over. If the score is less than the pass score. **Financial Standing** - The highest ranked bidder must:

- pass an Experian credit check where a pass score is 51 or over.
- satisfy any minimum turnover requirements in respect of the service.

If following an assessment of the above information, there are still significant doubt/concerns regarding the preferred bidder's financial standing and ability to meet the minimum requirements, the council reserves the right to reject the tender, and may then consider the next highest ranking bidder as the preferred bidder (undertaking the same financial checks for that bidder), and so on until a bidder has successfully passed the financial checks.

5.15.1. **Fraud Prevention Check** - The preferred bidder will then be subject to a fraud prevention check. If fraud is detected, the council reserves the right not to proceed to award a contract to that bidder and may then consider the next highest ranked bidder as the preferred bidder (undertaking the same fraud checks for that bidder) and so on until a clear/passed fraud check is identified. The contract will be awarded to the highest ranked bidder who passes the fraud prevention checks.

## 6. General Guidance

- 6.1. The information set out within the tender documents does not commit the council to any specific course of action; to award a contract pursuant to the tender process nor does it constitute an offer to enter into a contractual relationship. The council does not undertake to accept any tender, in whole or in part. The tender shall remain open for acceptance for a period of **90** days from the closing date for receipt of tenders.
- 6.2. The council will not be liable for any costs or expenses incurred by bidders during the tender process. Expressions of interest are only sought from organisations that are agreeable to these arrangements.
- 6.3. The council does not make any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the tender documents and does not accept any responsibility for the information contained therein. If any material errors, omissions, or ambiguities are identified with the process documents then bidders are requested to notify the council immediately so that any issues can be rectified.
- 6.4. If a bidder has any doubts as to the meaning of any guidance; the nature of any information requested; or the objective behind any aspect of the tender documents then clarification should be requested from the council via the Pro contract -tender messaging system, [www.supplyingthesouthwest.org.uk](http://www.supplyingthesouthwest.org.uk), as otherwise the bidder will be at risk of their tender being disadvantaged / disqualified if their tender has misinterpreted / omitted requirements.
- 6.5. In order to ensure fair treatment for all bidders, the council will deem all tenders to have been made on the basis that bidders have conducted detailed due diligence and obtained all the information necessary to submit complete and accurate tenders. The council will therefore not permit prices or related aspects of a tender to be revised after submission as a consequence of

any discrepancies; errors; failure to obtain full information or clarify. Therefore, it is essential that bidders carry out their own due diligence in respect of the information contained within the tender documents.

- 6.6. For the avoidance of doubt, please note that tenders should be submitted and in particular priced, on the basis of the tender documents (including the contract) as issued by the council. Any tender which is submitted on the basis of amended proposals may be deemed non-compliant and as such, declared invalid. This includes tenders which contain caveats, conditions or any other statement or assumption qualifying the tender response, meaning that, in the reasonable opinion of the council, the tender response is not capable of evaluation in accordance with the published evaluation criteria, or requires changes to any documents issued by the council in any way.
- 6.7. The authority confirms that it will keep confidential and will not disclose to any third parties any information obtained from a bidder, sub-contractor or associated person, other than to the Cabinet Office and/or contracting authorities defined by the regulations, or pursuant to an order of the court or demand made by any competent authority or body or where the authority is under a legal or regulatory obligation to make such a disclosure.

## 7. Freedom of Information: Legislation and confidentiality

- 7.1. The council is subject to the Freedom of Information Act 2000 ('FOIA')<sup>1</sup> the Environmental Information Regulations 2004 ('EIR')<sup>2</sup> and Local Government Transparency Code (the Code) and all subordinate legislation under this legalisation. (When appropriate, the FOIA and the EIR will be collectively referred to as Freedom of Information Legislation ('FOIL')). The FOIA applies to information requests for non-environmental information, whereas the EIR applies to information requests for environmental information only.
- 7.2. FOIL gives a right of access by any person (including companies) to information held by the council including information relating to or submitted as part of the procurement process and information contained in the contract. However, certain information may be exempt on grounds of confidentiality or commercial sensitivity. Further information can be found on the Information Commissioner's Office ('ICO') website at [For organisations | ICO](#). Details on the Code can be found here [Local government transparency code 2015 - GOV.UK](#).
- 7.3. Different rules apply to the disclosure of information (and exemptions from this) under the FOIA and the EIR. Further specific guidance on the application of the exemptions from disclosure can be found in further ICO guidance on Section 43 – Commercial Interests and Section 41 – Information Provided in Confidence and in relation to the EIR, 'Confidentiality of commercial or industrial information (regulation 12(5)(e))'.
- 7.4. During the procurement process, the content of process documents; any subsequent responses shall remain confidential and restricted only to those with a legitimate professional requirement to access this information. Responses submitted will be treated as confidential by the council and any consultants acting on their behalf.
- 7.5. However, bidders should acknowledge that after the procurement process has been concluded the information they provide during the process and information contained within the contract could be

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<sup>1</sup> [Freedom of information guidance and resources | ICO](#)

<sup>2</sup> [EIR and access to information | ICO](#)

disclosed in response to a request under FOIL. The council will proceed on the basis of disclosure unless an appropriate exemption applies: information may still be disclosed, despite the availability of some exemptions, and where the public interest in its disclosure outweighs the public interest in maintaining the exemption.

7.6. **Bidders are required to complete the FOI declaration (in Completion Document 1 Bidder's Tender Response** acknowledging the council's responsibilities under FOIL and the Code and to agree to assist and co-operate with the council to enable the council to comply with its obligations to disclose information under FOIL.

7.7. The council may consult with bidders over the release of information which bidders have listed in the FOI declaration as commercially sensitive or confidential. Bidders should complete the Schedule of Information in the FOI declaration in respect of information considered to be commercially sensitive or confidential as below:

- highlighting information in their responses which they consider to be commercially sensitive or confidential in nature;
- providing an estimate of the period of time during which the bidder believes that such information will remain commercially sensitive/confidential;
- state where in their bid the information is located; and
- stating the precise reasons why they consider the information to be commercially sensitive/confidential, including the potential implications of disclosure.

The council will assume that none of the information you provide is commercially sensitive and/or confidential if it is not listed in the FOI declaration.

7.8. The council is required to form an independent judgement as to whether the information is exempt from disclosure; accordingly, the council cannot guarantee that any information identified as confidential or commercially sensitive will not be disclosed and therefore the council cannot accept any liability for loss as a result of any information disclosed in response to a request under FOIL. The final decision on release lies with the council.

**END OF THIS DOCUMENT**

# Supplier information

## Organisation details

<b>Organisation name</b>	C.F. ROBERTS (ELECTRICAL CONTRACTORS) LIMITED
<b>Supplier type</b>	Organisation
<b>Registered address</b>	Barrington House, Cheltenham, GL51 9NN, UK
<b>Postal address</b>	Barrington House, Cheltenham, GL51 9NN, UK
<b>VAT number</b>	535840929
<b>Website address</b>	http://www.cfroberts.co.uk
<b>Email address</b>	info@cfroberts.co.uk
<b>Organisation type</b>	Supplier
<b>Supplier operation type</b>	Small or medium-sized enterprise
<b>Registered legal form</b>	LimitedCompany
<b>Law registered</b>	Companies Act 2006
<b>Registration date</b>	13 July 2022

## Other registries

<b>Registry Number</b>	Companies House number 03146195
<b>Registry Number</b>	Public procurement organisation number (PPON) PNWQ-4132-VNPR

## People connected to your organisation

### Individual trustee information:

<b>First name</b>	Paul
<b>Last name</b>	Roberts
<b>Nationality</b>	British
<b>Date of birth</b>	13 March 1969
<b>Type</b>	Individual
<b>Category</b>	Person with significant control
<b>Registered address</b>	Barrington House, Kingsditch Lane , Cheltenham, GL51 9NN, UK
<b>Registration date</b>	29 July 2004
<b>Control conditions</b>	Owns shares, Has voting rights, Can appoint or remove directors, Has other significant influence or control

## Anything that may exclude your organisation from procurement

None apply  
None apply  
None apply  
None apply

## Your organisation's recent financial information

<b>Audited accounts</b>	Yes
<b>Document uploaded</b>	Financial_Statement_YE_31.10.23_202507021249385 40.pdf
<b>Date of financial year end</b>	31 October 2023
<b>Audited accounts</b>	Yes
<b>Document uploaded</b>	Financial_Statement_YE_31.10.24_202507021251197 64.pdf
<b>Date of financial year end</b>	31 October 2024

## Any trade assurances your organisation holds

None apply  
None apply

## Supplier information

### Any general qualifications your organisation holds

<b>Qualification name</b>	Constructionline Platinum
<b>Awarded by</b>	Constructionline
<b>Date awarded</b>	08 May 2025
<b>Qualification name</b>	FGas
<b>Awarded by</b>	FGas
<b>Date awarded</b>	12 March 2024
<b>Qualification name</b>	Gas Safe
<b>Awarded by</b>	Gas Safe
<b>Date awarded</b>	15 June 2013
<b>Qualification name</b>	Acclaim
<b>Awarded by</b>	Acclaim
<b>Date awarded</b>	30 July 2024
<b>Qualification name</b>	Safe Contractor
<b>Awarded by</b>	Safe Contractor
<b>Date awarded</b>	13 August 2024
<b>Qualification name</b>	ISO 9001:2015 Quality Management
<b>Awarded by</b>	British Assessment Bureau
<b>Date awarded</b>	28 June 1996
<b>Qualification name</b>	ISO 14001:2015 Environmental
<b>Awarded by</b>	British Assessment Bureau
<b>Date awarded</b>	27 October 2010
<b>Qualification name</b>	ISO 45001:2018
<b>Awarded by</b>	British Assessment Bureau
<b>Date awarded</b>	22 June 2012
<b>Qualification name</b>	CHAS
<b>Awarded by</b>	CHAS
<b>Date awarded</b>	19 June 2025

## Scoping Document

### Herefordshire Council - Schools Capital Maintenance Programme 2023-25

Project title:	Earl Mortimer College and Sixth Form - Water Heater Replacement	Date:	November 2025
Six project reference:	23.004		

Table of Contents - Scoping Documents:

Pages 1 - 3: Photo Schedule

## Photo Schedule

### Herefordshire Council - Schools Capital Maintenance Programme 2023-25

Project title:	Earl Mortimer College and Sixth Form - Water Heater Replacement	Date:	November 2025
Six project reference:	23.004		

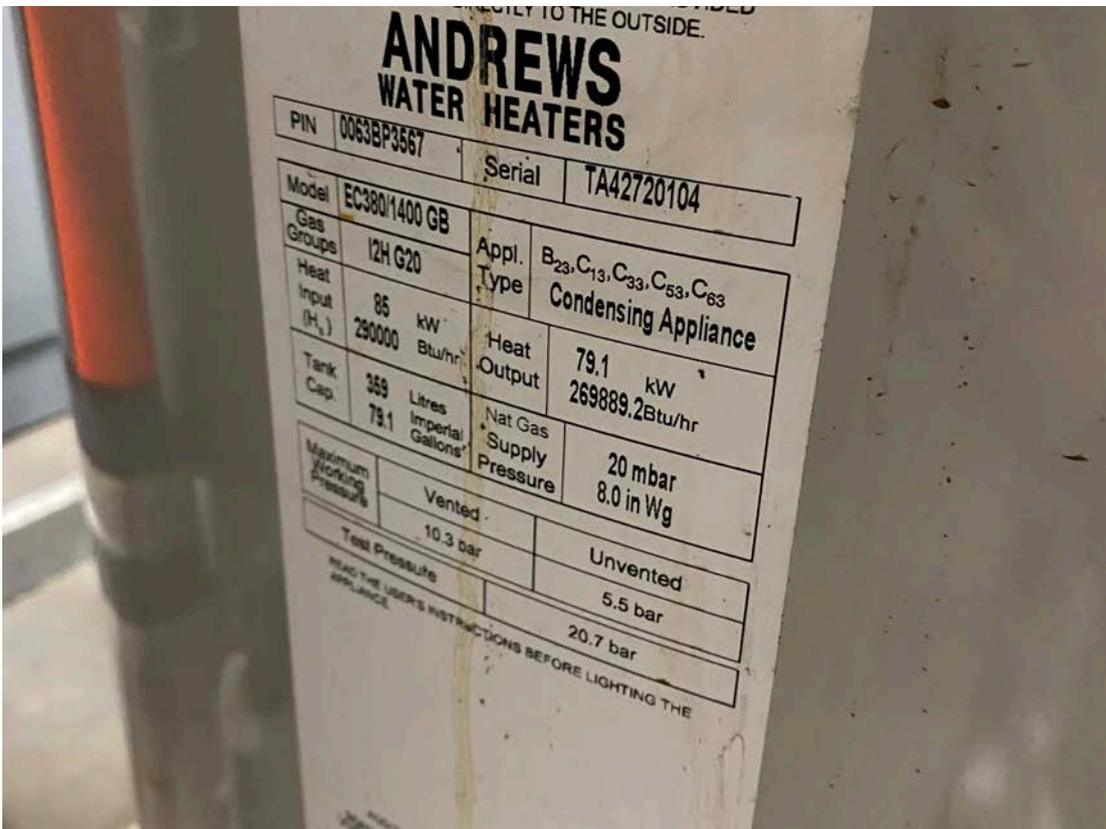
#### 1.1 General Photo Schedule



View of the 2no water heaters.



View of the flue serving the faulty water heater



View of the information label on the faulty water heater



Typical view of the pipework serving the water heater



Further view, at low level of the pipework serving the water heater.



# ECOflo Technical Specification Guide

Featuring  
**MICROBAN**

Andrews. Built to perform.

## Contents

- 2 Welcome to Andrews Water Heaters
- 3 Six reasons it has to be Andrews
- 4 Introducing the ECOflo Condensing Water Heater
- 5 Water Heater Construction
- 6 Technical Information
- 7 ECOflo Suggested Engineer Specification
- 8 Dimensions and Connections
- 9 Wiring Information
- 10 Complete Unvented System Kit
- 11 Typical Flue Installation
- 12 Accessories
- 13 Technical Support and Declaration of Compliance
- 14 Andrews Water Heaters Range Overview

For further information on the ECOflo and other Andrews Water Heater products, contact your Specification Manager today. Details can be found at [andrewswaterheaters.co.uk](http://andrewswaterheaters.co.uk)

# Welcome to Andrews Water Heaters

Andrews Water Heaters is the market leading manufacturer of commercial gas-fired water heaters. Established in 1976, Andrews has a comprehensive range, meaning we have the solution for any commercial and industrial application, however large or small.

Our water heaters are energy efficient and fully compliant with water byelaws and Part L of the Building Regulations.

With a specialist team, and a reputation for quality, reliability and high performance products, Andrews can provide hot water delivery to meet the requirements of the most demanding applications.

## Six reasons it has to be Andrews



### Britain's No.1

Established in 1976, Andrews is the leading supplier of gas-fired commercial water heaters in the UK.



### Unrivalled design support

Technical data sheets, BIM and CAD files are available online, 24 hours a day, 365 days a year.



### Market-leading expertise

As active members of CIBSE, SOPHE and ICOM, we are at the forefront of setting industry standards, keeping our customers one step ahead of changing legislation.



### Expert technical advice

You can rely on our dedicated team every step of the way from planning and commissioning to servicing and maintenance. We offer on and off-site assistance, including expert advice on system design and hydraulic schematics.



### Reliability you can trust

Our products are built to perform, even in the most demanding environments. We have a focus on innovation and our range is continually evolving to answer customer needs and exceed building regulations.



### Exceptional aftersales service

You can trust in our continued support with commissioning visits and in-warranty service and repairs – and if you need expert engineer support, we're here for you round the clock with our 24/7 hotline.

Andrews is an Investors in People organisation. All of our systems and procedures meet the highest standards, including ISO 9001 (quality management) and ISO 14001 (environmental management).

**Andrews. Built to perform.**

# Introducing the ECOflo Condensing Water Heater

The ECOflo range of storage water heaters are fully condensing, offering excellent energy efficiency, low NO<sub>x</sub> and exceptional hot water recovery rates.

The Vitraglas® with Microban® lined, thermally efficient tanks are protected by Correx® maintenance free, non-sacrificial anodes, and are equipped with a Hydrojet® sediment reduction system which enhances the performance and prolongs the life of the product.

ECOflo is suitable for installation on a conventional flue or a concentric balanced flue.

### Technical specification



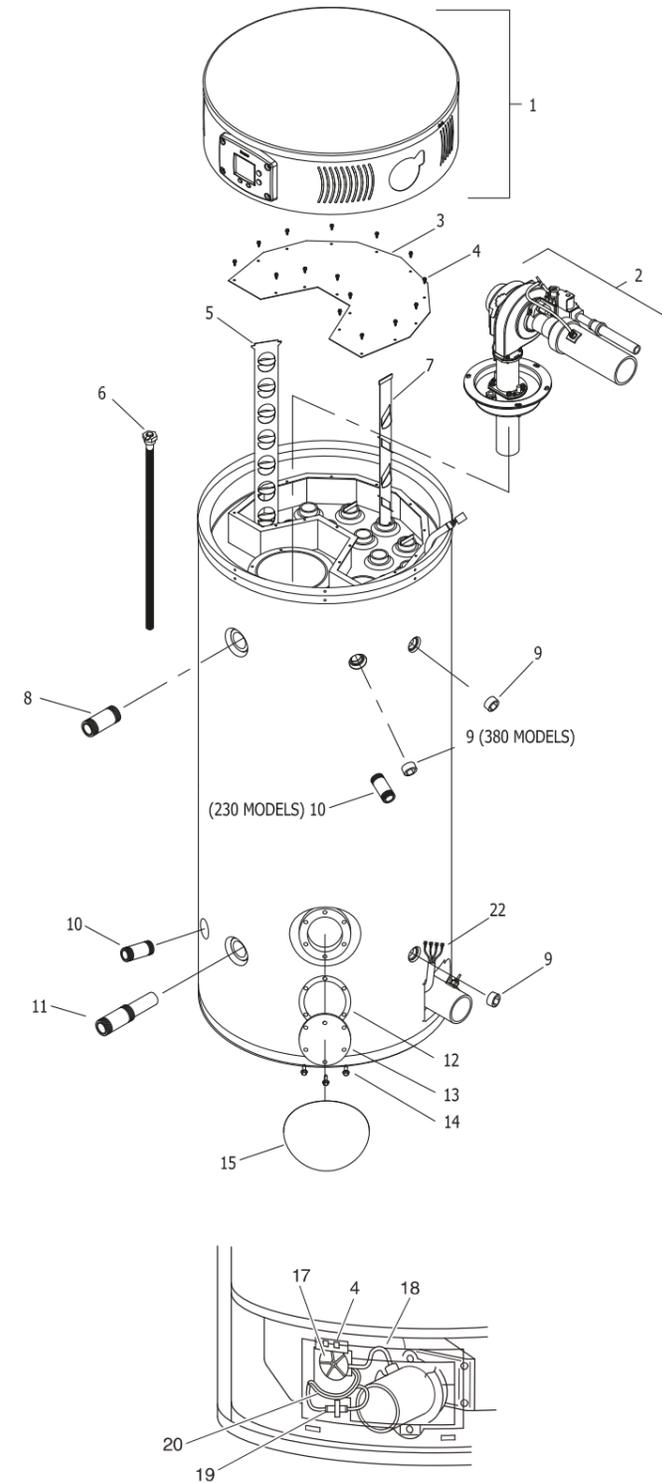
### Features

### Benefits

Up to 98% gross efficiency	For energy efficient, cost effective operation
Recovery rates of up to 1,660 litres per hour	Can satisfy the most demanding applications
Vitraglas® with Microban® lined storage tank and maintenance free, factory fitted Correx® anodes	Offering protection to the steel storage tank
Factory installed Hydrojet® sediment reduction system	Gives a longer and more efficient working life
Two storage capacities available	Increased siting flexibility – larger storage option for peak demand
Room-sealed balanced or conventional flue	Ease of installation
Triple pass flue system (unique)	Increased efficiency
Ultra-quiet operation	Increased comfort
Electronic controls	Ease of use and maintenance
Factory installed Correx® powered anode system	Maintenance free
Large inspection opening	Easy inspection and cleaning
Vitraglas® with Microban® antimicrobial product protection	Prevents growth of bacteria, mould and mildew on the surface of the tank lining

Microban® antimicrobial product protection helps prevent the growth of bacteria, mould and mildew that may affect the product. The built-in antimicrobial properties do not protect users or others from disease-causing organisms. Microban® is a registered trademark of Microban Products Company.

# Water Heater Construction



- 1 Combustion Surround Assembly
- 2 Combustion System Assembly
- 3 Collector Cover Second Pass
- 4 Screw-Second Pass Collector Cover
- 5 Baffle - 2 x 4"
- 6 Correx® Anode Rod
- 7 Baffle - 8 x 2"
- 8 Hot Outlet Nipple (Front)
- 9 Nipple
- 10 Plug or Nipple (Dependent on model)
- 11 Nipple
- 12 Inlet Tube Hydrojet (Front connect)
- 13 Inspection Clean-out Gasket
- 14 Inspection Clean-out Cover
- 15 Screws
- 16 Inspection Clean-out Access Cover
- 17 Exhaust Pressure Switch
- 18 Silicone Tubing
- 19 Re-settable Limit Switch
- 20 Hi-Limit & P.S Harness

# Technical Information

		Model								
		EC230/600	EC230/700	EC230/960	EC380/740	EC380/980	EC380/1220	EC380/1400	EC96/380	
Product Code		A441	A442	A443	A444	A445	A446	A447	7763224	
<b>Energy</b>	Heat Input (Gross)	kW	36.6	43.9	8.3	43.9	58.3	73.2	85	102.6
	Heat Output (Gross)	kW	35.1	41.3	54.2	43	57.1	71	79.1	96.4
	Gross Thermal Efficiency	%	96%	94%	93%	98%	98%	97%	93%	94%
	Standby Heat Loss	kWh/day	0.0012	0.0013	0.00135	0.00094	0.00098	0.00115	0.00122	0.00128
<b>ErP</b>	NO <sub>x</sub> Emissions (0% O <sub>2</sub> )	mg/kWh	33	37	40	32	40	40	55	40
	NO <sub>x</sub> Emissions (0% O <sub>2</sub> )	ppm	25	25	25	25	25	25	25	25
	ErP Efficiency Rating	Class	A	A	A	A	A	A	A	A
	Water Heater Efficiency	%	92	89	88	95	100	89	91	94
	Noise Level	dBA	52	56	55	53	62	62	62	61
<b>Water</b>	Storage Capacity	litre	230	230	230	380	380	380	380	380
	Recovery Rate Through 50°C Δt	litre/hr	600	700	960	740	980	1220	1400	1660
	Recovery Rate Through 56°C Δt	litre/hr	537	632	830	658	874	1087	1211	1482
	Operating Pressure (Unvented)	bar	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5
	Maximum Operating Pressure (Unvented)	bar	5.5	5.5	5.5	5.5	5.5	5.5	5.5	5.5
	Minimum Working Pressure	bar	1	1	1	1	1	1	1	1
	Maximum Pressure	bar	10	10	10	10	10	10	10	10
	Maximum Outlet Temperature	°C	80	80	80	80	80	80	80	80
<b>Flue</b>	Maximum Flue Gas Volume	m <sup>3</sup> /hr	40	49	63	49	63	75	86	128
	Maximum Flue Gas Temperature	°C	60	60	60	60	60	60	60	60
	Flue Diameter – Conventional Flue	mm	100	100	100	100	100	100	100	100
	Flue Diameter – Concentric Flue	mm	100/150	100/150	100/150	100/150	100/150	100/150	100/150	100/150
	Maximum flue run (concentric)	m	16	16	16	16	16	16	16	16
	Maximum flue run (conventional)	m	32	32	32	32	32	32	32	32
<b>Electrical</b>	Fuse Rating	Amp	5	5	5	5	5	5	5	5
	Electrical Power Consumption	W	120	120	120	120	210	210	210	210
	Electrical Requirements	V	230V/50HZ	230V/50HZ	230V/50HZ	230V/50HZ	230V/50HZ	230V/50HZ	230V/50HZ	230V/50HZ
<b>Water Heater Weights</b>	Weight – Full	kg	455	455	455	765	765	765	765	788
	Weight – Empty	kg	225	225	225	385	385	385	385	408
<b>Shipping Dimensions</b>	Shipping Width	mm	819	819	819	819	819	819	819	819
	Shipping Depth	mm	889	889	889	889	889	889	889	889
	Shipping Height	mm	1664	1664	1664	2197	2197	2197	2197	2197
	Shipping Weight	kg	259	259	259	408	408	408	408	430
<b>Service Clearances</b>	Front	mm	800	800	800	800	800	800	800	800
	Right Side	mm	500	500	500	500	500	500	500	500
	Left Side	mm	100	100	100	100	100	100	100	100
	Rear	mm	100	100	100	100	100	100	100	100
	Above	mm	450	450	450	450	450	450	450	450

# ECOflo Suggested Engineer Specification

## Construction

The ECOflo is a high efficiency condensing floor standing storage water heater. The internal surface of the steel storage tank shall be lined with a Vitraglass® silica enamel coating to provide protection against the corrosive effect of water. The water heater shall be ErP compliant and ultra-low NO<sub>x</sub>.

It shall have a downward firing burner located at the top of the water heater within a submerged combustion chamber.

The water heater shall have a vertical triple pass heat exchanger to facilitate the maximum transfer of heat from the products of combustion into the water. This heat exchanger shall comprise a single first pass 8" diameter tube, two second pass 4" diameter tubes and eight third pass 2" diameter tubes.

The second and third pass heat exchanger tubes shall incorporate stainless-steel baffles to help slow the products of combustion and create turbulence, increasing the rate of heat transfer into the water tank, improving efficiency and reducing the flue gas outlet temperature.

The 8 number flue tubes within the third pass heat exchanger shall be lined with a Vitraglass® silica enamel coating on the combustion side to provide protection against the corrosive effects of flue condense.

After the final pass the combustion gases enter an exhaust collector sited at the base of the water heater and shall exhaust into a 100mm flue outlet spigot.

The unit shall incorporate a clean out opening on its side and towards its base to facilitate and aide inspection and servicing and have factory fitted dielectric DZR brass fittings for extended water heater life. The unit shall have a 1" non CFC foam insulation and a painted steel outer jacket.

## Gas and connections

The water heater shall be designed for boosted, direct mains and open vented water systems and shall be suitable for operating on systems up to a maximum pressure of 10.3 bar.

The cold water inlet and hot water outlet connections shall be 1 1/2" BSP and be located on the side of the water heater. The cold water inlet connection shall incorporate a factory fitted Hydrojet® sediment reduction system.

Additional protection shall be provided by the factory fitted Correx® non-sacrificial powered anode, providing protection against the effects of electrolytic action.

The water heaters shall have a 3/4" BSP gas connection (1" BSP for model EC96/380) and be suitable for Natural Gas or LPG\*.

The water heater shall be suitable for use with either conventional flue or concentric room sealed balanced flue systems.

ECOflo shall be sited on a plinth a minimum 150mm above finished floor level in order to accommodate the flue condense trap.

\*LPG via Conversion Kit

## Operation

ECOflo shall have a downward firing premix burner with stainless-steel mesh outside knit and self-compensating negative pressure pre mix combustion. The burner shall be located at the top of the water heater within a submerged combustion chamber.

When demand for heat is enabled air and gas will be mixed within the burner fan and forced into the burner where ignition occurs. The flame sensor signals to the ignition module that a flame is present.

The combustion gases shall pass through the heat exchanger via a series of flue tubes. At the bottom of the tank a refractory lined plenum chamber redirects the flue gasses from the first pass tube into the second pass tubes, and up towards the top of the tank where the flue gasses are redirected via a plenum chamber, down the third pass tubes to the bottom of the tank. After the final pass the combustion gases enter a stainless-steel exhaust collector where the flue gases condensate and exit through a 100mm pipe for connection onto the flue system.

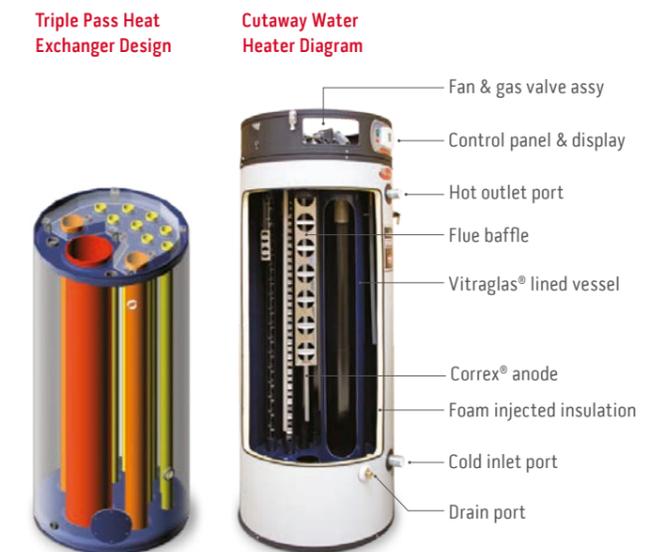
## Controls

The water heater shall have the ability to be connected to an external BMS enable via a volt free connection and provides a volt free contact for remote fault indication. ECOflo requires a 230V single phase electrical supply and a fuse rating of 5 Amps.

The water heater shall have an adjustable electronic thermostat between 27°C and 82°C and automatic Energy Cut Off device (manually resettable) isolating the gas supply to the burner and pilot if the water temperature exceeds 93°C (EC96/380 via Mechanical thermostat).

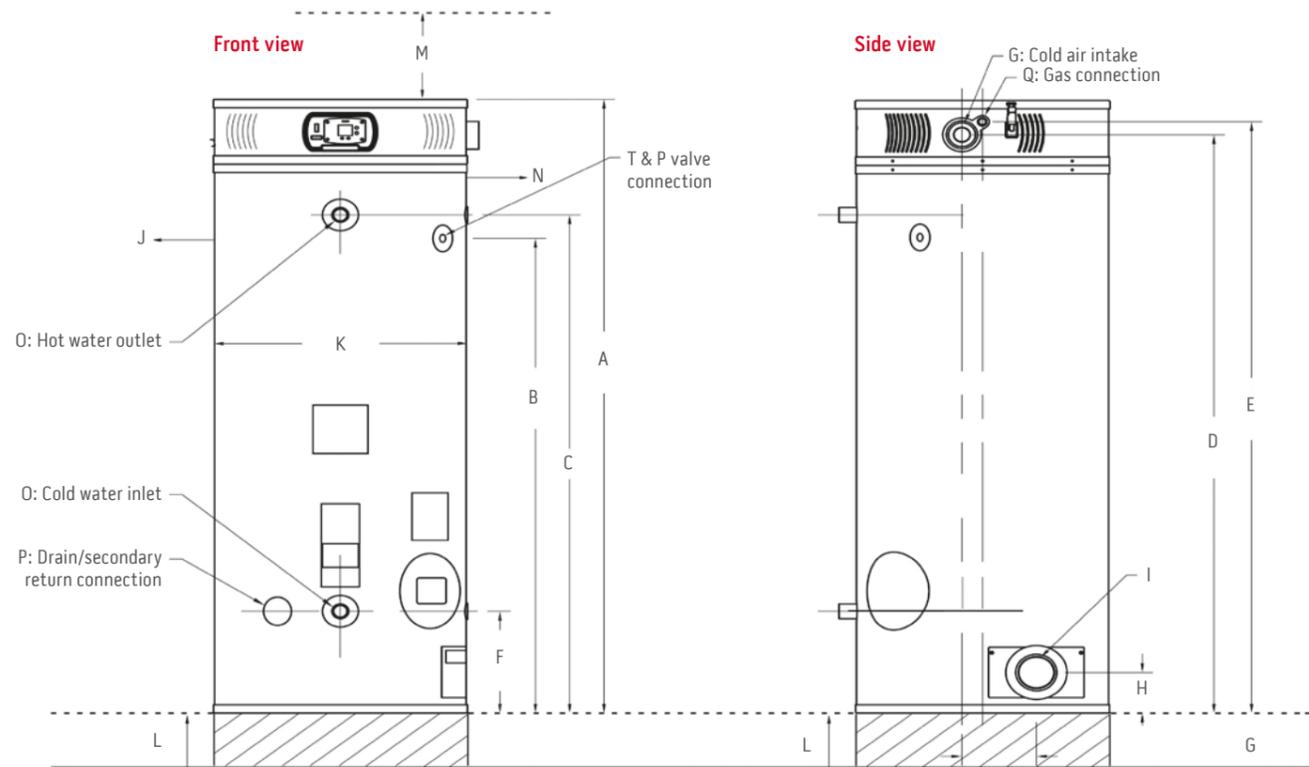
ECOflo shall have a direct spark ignition system for improved operation and durability (hot surface ignition control for model EC96/380).

ECOflo shall be CE, GAR and Regulation 4 approved.



# Dimensions and Connections

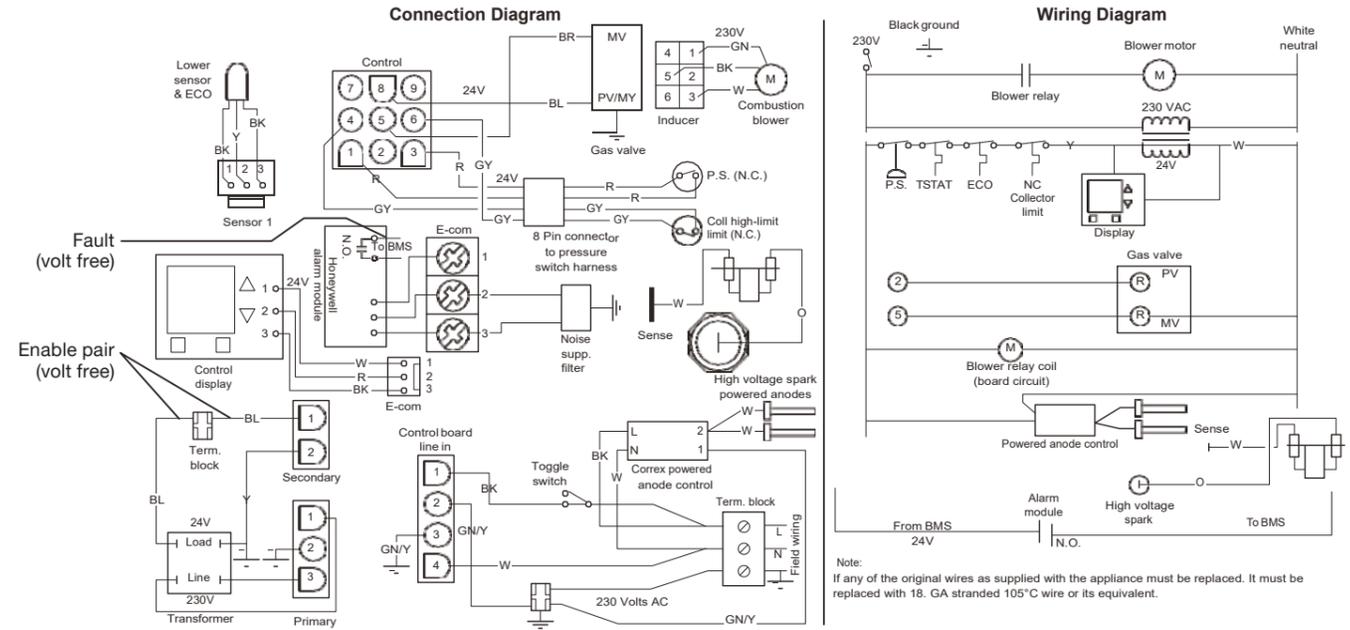
	Model	Model							
		EC230/600	EC230/700	EC230/960	EC380/740	EC380/980	EC380/1220	EC380/1400	EC96/380
A: Top of unit	mm	1,448	1,448	1,448	1,972	1,972	1,972	1,972	1,972
B: T&P connection valve	mm	1,016	1,016	1,016	1,527	1,527	1,527	1,527	1,527
C: Hot water outlet	mm	1,080	1,080	1,080	1,588	1,588	1,588	1,588	1,588
D: Centre of air intake	mm	1,334	1,334	1,334	1,857	1,857	1,857	1,857	1,857
E: Height of gas connection	mm	1,359	1,359	1,359	1,899	1,899	1,899	1,899	1,899
F: Cold water inlet	mm	327	327	327	327	327	327	327	327
G: Air inlet to flue exhaust outlet	mm	210	210	210	210	210	210	210	210
H: Flue exhaust outlet (from top of plinth)	mm	130	130	130	130	130	130	130	130
I: Flue diameter	mm	100/150	100/150	100/150	100/150	100/150	100/150	100/150	100/150
J: Left and rear clearance	mm	100	100	100	100	100	100	100	100
K: Diameter	mm	718	718	718	718	718	718	718	718
L: Plinth	mm	150	150	150	150	150	150	150	150
M: Top service clearance	mm	450	450	450	450	450	450	450	450
N: Right side clearance	mm	500	500	500	500	500	500	500	500
O: Hot and cold water connection	inch	1½	1½	1½	1½	1½	1½	1½	1½
P: Secondary return connection	inch	1	1	1	1	1	1	1	1
Q: Gas connection diameter	BSP	¾	¾	¾	¾	¾	¾	¾	1



NB: Heights are given from the bottom of the heater and exclude a plinth.  
 ECOflo must be sited 150mm above finished floor level in order to fit the flue condensate trap. Andrews Water Heaters can supply a suitable fabricated plinth (Sales Code E923).

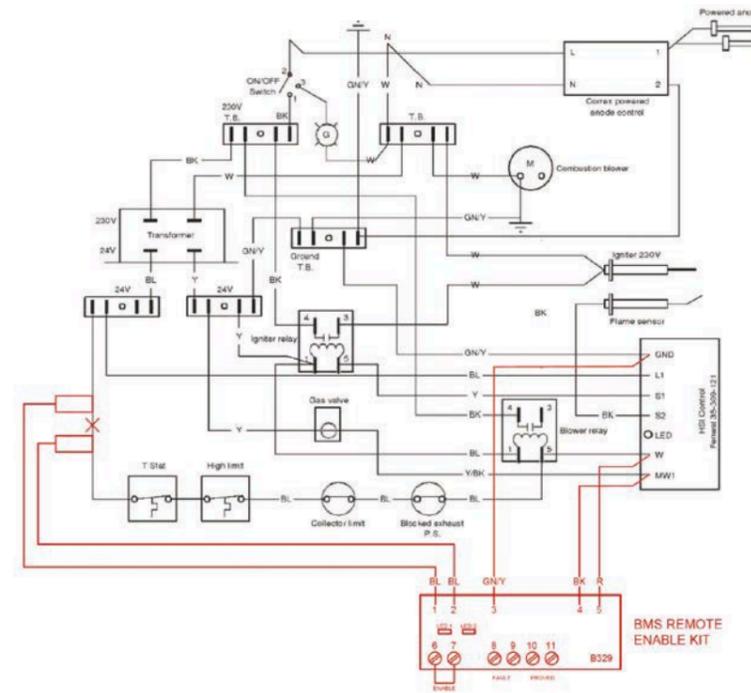
# Wiring Information

## Wiring diagram for ECOflo (excluding 96/380)



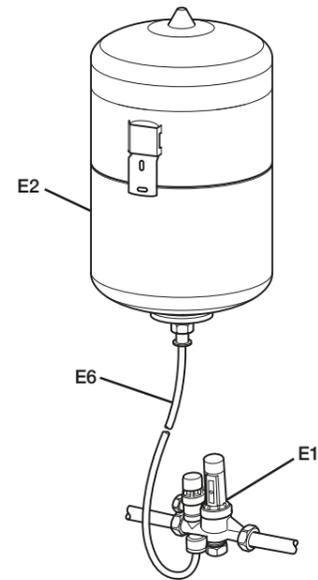
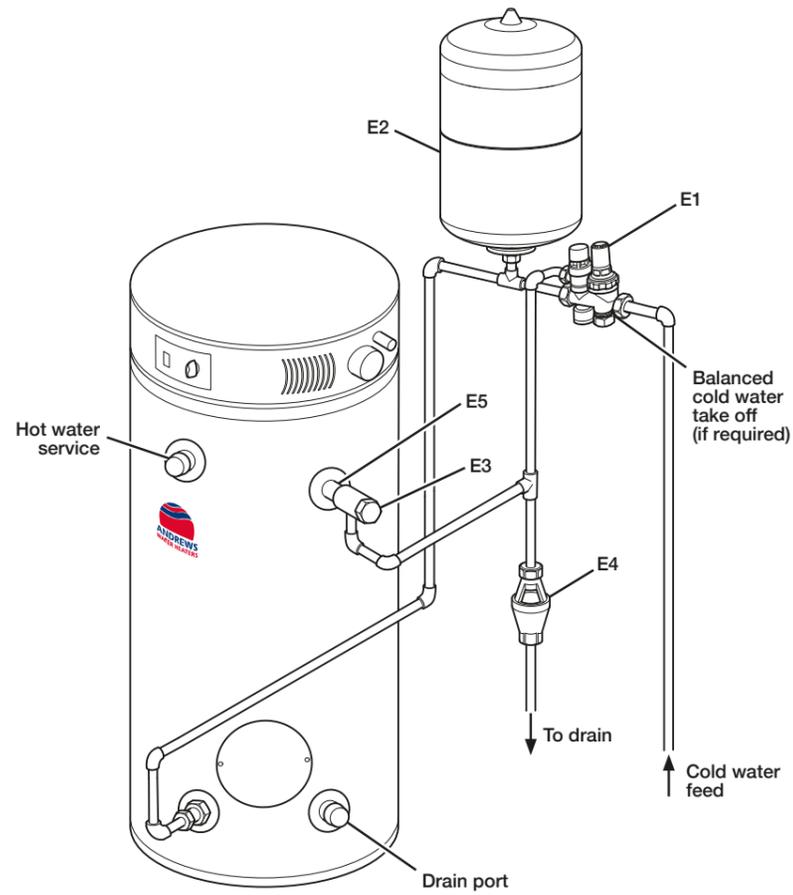
Note:  
 If any of the original wires as supplied with the appliance must be replaced. It must be replaced with 18 GA stranded 105°C wire or its equivalent.

## Wiring diagram for ECOflo 96/380



If remote enable function is required for model EC96/380, please specify BMS Remote Enable Kit (part number B329).  
 Functionality is inbuilt with all other models.

# Complete Unvented System Kit



**Accessories**

**Sales Code**

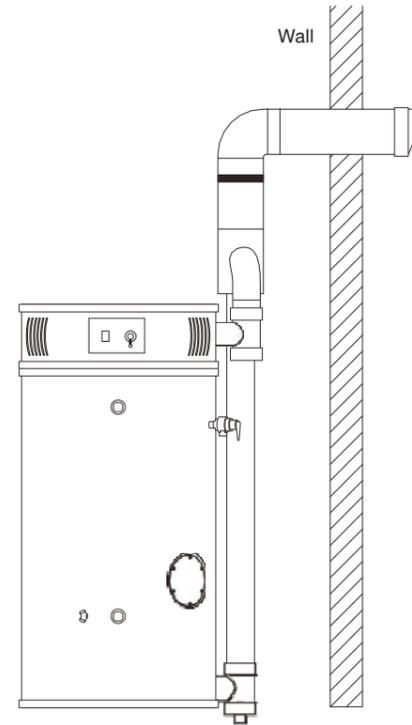
Complete Unvented System Kit	7703930 / 7775743
E1 One-piece Inlet Control (pressure reducing valve 3.5 bar, check valve, pressure relief valve 6 bar) 28mm comp	
E2 Expansion Vessel (24 litre) c/w bracket ¾" BSP	
E3 Temperature/Pressure Relief Valve 7 bar/95°C 1" BSP	
E4 Tundish 1"-1¼" BSP	
E5 T/P Brass Valve Adaptor 1"	
E6 Hose Assembly ¾" BSP	

Diagram showing the recommended set up for an unvented system with the ECOflo and using unvented system kit on part numbers 7703930 and 7775743 with components listed.

# Typical Flue Installation

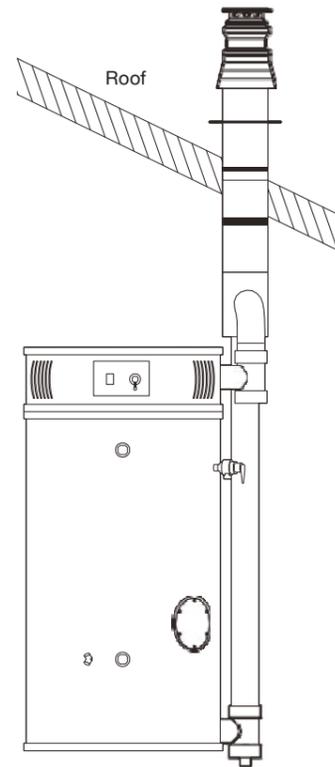
**Concentric balanced flue**

This will be horizontal termination

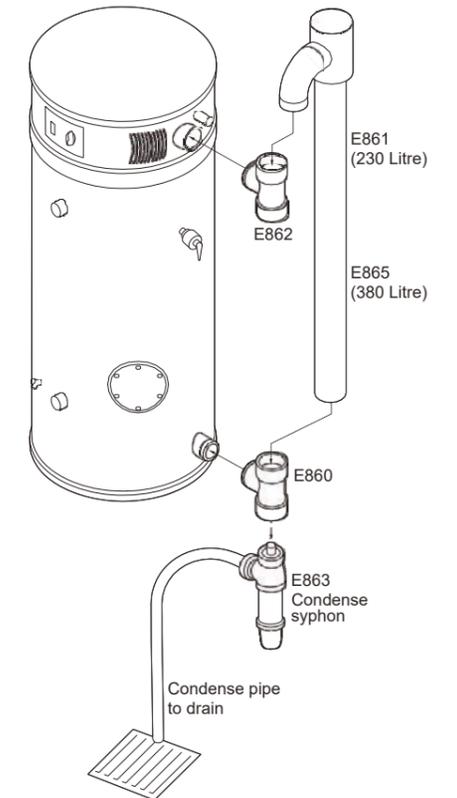


**Concentric balanced flue**

This will be vertical termination



**Water heater flue connections**



The route of the flue is critical when planning the horizontal runs, potential condense traps must be avoided. When calculating maximum flue runs, a reduction must be made of 1.2 metre run per 90° elbow and 0.7 metre run per 45° elbow. The maximum equivalent flue runs are 16 metres for concentric flues and 32 metres for conventional.

The siting of the flue terminal is critical with respect to the performance of the water heater. Areas where the discharge of products of combustion would cause a nuisance should be avoided.

	230L models	380L models
--	-------------	-------------

**Flueing**

	Sales Code	Sales Code
Horizontal flue kit	B342	B343
Vertical flue kit	B344	B345
1 metre cuttable flue	5136159	5136159
0.5 metre flue	5136160	5136160
90° bend	5136162	5136162
45° bend	5136161	5136161
Flat roof plate	E207	E207
Angled roof plate	E208	E208
Wall clamp	5136163	5136163
Flue condensate trap	E210	E210
Siphon	E211	E211
Wall terminal guard	E105	E105

## Accessories

Description	Sales Code
Plinth (150mm, required for all ECOflo models*)	E923
Unvented system kit	7703930 / 7775743
LPG conversion kit for EC230/600	7697588
LPG conversion kit for EC230/700	7697589
LPG conversion kit for EC230/960	7697590
LPG conversion kit for EC380/740	7697591
LPG conversion kit for EC380/980	7697592
LPG conversion kit for EC380/1220	7697593
LPG conversion kit for EC380/1400	7697594
LPG conversion kit for EC96/380	7763225
BMS remote enable kit for EC96/380**	B329

\*The ECOflo range must be sited 150mm above finished floor level in order to fit the condense trap. Andrews Water Heaters can supply a suitable fabricated plinth.

\*\*This kit is only for ECOflo E96/380 and provides a remote interface to on/off (enable) and four fault contact points for connection into building management systems or other remote control systems.

An additional enable kit is not needed with the other ECOflo models. The wiring diagrams on page 9 show the volt free and enable contacts locations available on those water heaters.

## Technical Support and Declaration of Compliance

From brochures to CAD drawings and BIM files, you can access all the information you need at [andrewswaterheaters.co.uk](http://andrewswaterheaters.co.uk). Contact our Specification and Area sales manager on 0345 070 1057

### We can provide you with:

- Brochures
- Technical sheets
- Case studies
- Installation manuals
- CAD and BIM files
- Size-it – [sizeit.co.uk](http://sizeit.co.uk)
- Energy-related products directive data
- Commissioning
- Technical information
- Free training courses and CPDs, available at [andrewswaterheaters.co.uk/training](http://andrewswaterheaters.co.uk/training)
- 24/7 Out of Hours Engineer Support

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ENGINEER SUPPORT**  
In an emergency, we offer  
technical advice\*  
**0345 070 1058**

\*Andrews Water Heaters come with a 24 month parts and labour warranty from date of commissioning if commissioned by Andrews Water Heaters (a 12 month warranty if not commissioned by Andrews Water Heaters).

### The water heater must be installed in accordance with the following regulations:

**BS 5440:** Installation of flues and ventilation for gas appliances of rated output not exceeding 60kW.

**Part 1:** Specification for installation of flues.

**Part 2:** Specification for installation of ventilation for gas appliances.

**BS 5546:** Installation of gas hot water supplies for domestic purposes.

**BS 6891:** Installation of low pressure gas pipework of up to 35mm in domestic premises.

**BS EN 806 (Parts 1 – 5):** Specifications for installations inside buildings conveying water for human consumption.

**BS 6644:** Installation of gas-fired water boilers of rated inputs between 70kW and 1.8MW.

**BS EN 12897 Water Supply:** Specification for indirectly heated unvented (closed) storage water heaters.

**IGE/UP/1A,1B:** Strength/tightness testing and direct purging.

**IGE/UP/2:** Installation pipework.

**IGE/UP/10 – 1 (Edition 4):** Installation of gas appliances in industrial and commercial premises.

**BS 8558:** Guide to the design, installation, testing and maintenance of services supplying water for domestic use within buildings and their curtilages. Complementary guidance to BS EN 806.

**HSE L8:** Control of legionella bacteria in water systems.

**HSG247 – Part 2:** The control of legionella bacteria in hot and cold water systems.

**Building Regulations Part G:** Sanitation, hot water safety and water efficiency.

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# Andrews Water Heaters Range Overview

## Condensing



### MAXXflo EVO

Delivers superior flow outputs and low NO<sub>x</sub> for a class-leading performance, and is future-proofed with advanced BMS connectivity.

Available in 30-120kW outputs.



### SUPAflo EVO

Produces a continuous supply of hot water and is designed for high demand environments that need high volumes of instant hot water.

Available in 142-539kW outputs.



### ECOflo

Fully-condensing direct-fired efficient water heater suitable for large commercial properties where there's a high demand for hot water.

Available in 35-96kW outputs.



### ECOflo COMPACT

High efficiency condensing floor-standing storage water heater designed to meet your toughest installation challenges and hot water demands.

Available in 20kW outputs.



### COMBiflo

A range of condensing stainless-steel water heaters. With space heating capability, it produces both hot water and heating from a single heat generator and storage vessel enclosed in one cabinet.

Available in 100-150kW outputs.



### FASTflo PLUS

Wall-hung condensing instant water heater. It's very easy to install with only three simple connections to fit.

Available in 56kW outputs.

## Non-condensing



### Hiflo EVO

High efficiency floor-standing storage water heater designed for bigger applications that require larger quantities of hot water.

Available in 30-65kW outputs.



### CLASSICflo

Standalone gas-fired water heater that can be installed on vented or unvented systems. It's quick and easy to install, particularly as a replacement for existing water heaters.

Available in 10-20kW outputs.



### CLASSICflo FAN FLUED

Has the addition of a fan assisted flue, making them the perfect choice for installations where longer flue runs are required.

Available in 13-18kW outputs.



### CLASSICflo BALANCED

Offers all the advantages of the CLASSICflo but with the additional benefit of a balanced flue. The concentric flue system draws air from outside the building, making it suitable for properties where the air might be contaminated.

Available in 9kW outputs.



### FASTflo

High efficiency, direct gas-fired, wall-hung continuous flow water heater, offering a very flexible, reliable and robust solution for where a continuous flow of hot water is required.

Available in 49kW outputs.



### Cylinders and Buffers

For our full range of cylinders and buffers contact our Area Sales Managers or visit our website [andrewswaterheaters.co.uk](http://andrewswaterheaters.co.uk)



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Residential and  
commercial heating  
and hot water solutions

# ECOflo Condensing Water Heater



Model

			EC230/600	EC230/700	EC230/960	EC380/740
<b>Product code</b>			A441	A442	A443	A444
<b>Energy</b>	Heat input (gross)	kW	36.6	43.9	58.3	43.9
	Heat output (gross)	kW	35.1	41.3	54.2	43
	Gross thermal efficiency	%	96	94	93	98
	Standby heat loss	kW/day	0.0012	0.0013	0.00135	0.00694
<b>ErP</b>	NO <sub>x</sub> emission (0% O <sub>2</sub> )	mg/kWh	33	37	40	32
	ErP efficiency rating		A	A	A	A
	Noise Level*	dB(A)	51	51	51	51
<b>Gas data</b>	Gas flow rate	m <sup>3</sup> /hr	3.41	4.09	5.43	4.09
	Supply pressure	mbar	20	20	20	20
<b>Water</b>	Storage capacity	litre	230	230	230	380
	Recovery rate through 50°C Δt	litre/hr	600	700	960	740
	Recovery rate through 56°C Δt	litre/hr	537	632	830	658
	Minimum working pressure	bar	0.8	0.8	0.8	0.8
	Maximum working pressure	bar	10	10	10	10
<b>Electical</b>	Fuse Rating	amp	5	5	5	5
	Electrical power consumption	W	120	120	120	120
	Electrical supply		230V/50Hz	230V/50Hz	230V/50Hz	230V/50Hz
<b>Misc</b>	Weight full	kg	450	450	450	760
	Weight empty	kg	259	259	259	408
	Maximum flue runs (concentric)	m	16	16	16	16
	Maximum flue runs (conventional)	m	32	32	32	32
<b>Flue diameter</b>	Conventional	mm	100	100	100	100
	Concentric	mm	100/150	100/150	100/150	100/150
<b>Shipping</b>	Shipping width	mm	819	819	819	819
	Shipping depth	mm	889	889	889	889
	Shipping height	mm	1664	1664	1664	2197
	Shipping weight	kg	259	259	259	408
<b>Accessories</b>	Plinth (150mm, required for all ECOflo models**)		E923	E923	E923	E923
	Unvented system kit***		703930	703930	703930	703930
	LPG conversion kit		7697588	7697589	7697590	7697591
	BMS interface kit		n/a	n/a	n/a	n/a
<b>Flues</b>	Horizontal flue kit		B342	B342	B342	B342
	Vertical flue kit		B344	B344	B344	B344
	1 metre cuttable flue length 100/150		5136159	5136159	5136159	5136159
	0.5 metre flue length 100/150		5136160	5136160	5136160	5136160
	87° bend 100/150		5136162	5136162	5136162	5136162
	45° bend 100/150		5136161	5136161	5136161	5136161
	Flat roof plate		E207	E207	E207	E207
	Angled roof plate		E208	E208	E208	E208
	Wall bracket		5136163	5136163	5136163	5136163
	Siphon kit c/w condensate trap		5136164	5136164	5136164	5136164
	Locking clamp		5136165	5136165	5136165	5136165
	Ø100mm flue seal		5136166	5136166	5136166	5136166



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\*@ 2m from flue terminal

\*\*Unless 150mm high plinth is to be made or already exists in plant room

\*\*\*Unvented system kit includes: Combined pressure reducing valve 3.5bar, check valve, pressure relief valve 6bar, 24 ltr expansion vessel c/w wall bracket, temperature/pressure relief valve 7 bar/95°C, tundish T/P brass adaptor, hose assembly.

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# ECOflo Condensing Water Heater



Model

			EC380/980	EC380/1220	EC380/1400	EC96/380
<b>Product code</b>			A445	A446	A447	7763224
<b>Energy</b>	Heat input (gross)	kW	58.3	73.2	85	102.6
	Heat output	kW	57.1	71	79.1	96.4
	Gross thermal efficiency	%	98	97	93/96	94
	Standby heat loss	kW/l/day	0.00098	0.00115	0.00122	0.00128
<b>ErP</b>	NO <sub>x</sub> emission (0% O <sub>2</sub> )	mg/kWh	40	40	55	40
	ErP efficiency rating		A	A	A	A
	Noise Level*	dBA	51	51	51	51
<b>Gas data</b>	Gas flow rate	m <sup>3</sup> /hr	5.43	6.82	7.92	9.91
	Supply pressure	mbar	20	20	20	20
<b>Water</b>	Storage capacity	litre	380	380	380	380
	Recovery rate through 50°C Δt	litre/hr	980	1,220	1,400	1,660
	Recovery rate through 56°C Δt	litre/hr	874	1,087	1,211	1482
	Minimum working pressure	bar	0.8	0.8	0.8	0.8
	Maximum working pressure	bar	10	10	10	10
<b>Electical</b>	Fuse Rating	amp	5	5	5	5
	Electrical power consumption	W	120	120	120	120
	Electrical supply		230V/50Hz	230V/50Hz	230V/50Hz	230V/50Hz
<b>Misc</b>	Weight full	kg	760	760	760	760
	Weight empty	kg	408	408	408	408
	Maximum flue runs (concentric)	m	16	16	16	16
	Maximum flue runs (conventional)	m	32	32	32	32
<b>Flue diameter</b>	Conventional	mm	100	100	100	100
	Concentric	mm	100/150	100/150	100/150	100/150
<b>Shipping</b>	Shipping width	mm	819	819	819	819
	Shipping depth	mm	889	889	889	889
	Shipping height	mm	2197	2197	2197	2197
	Shipping weight	kg	408	408	408	408
<b>Accessories</b>	Plinth (150mm, required for all ECOflo models**)		E923	E923	E923	E923
	Unvented system kit***		7703930	7703930	7703930	7703930
	LPG conversion kit		7697592	7697593	7697594	7763225
	BMS interface kit		n/a	n/a	n/a	B329
<b>Flues</b>	Horizontal flue kit		B343	B343	B343	B343
	Vertical flue kit		B345	B345	B345	B345
	1 metre cuttable flue length 100/150		5136159	5136159	5136159	5136159
	0.5 metre flue length 100/150		5136160	5136160	5136160	5136160
	87° bend 100/150		5136162	5136162	5136162	5136162
	45° bend 100/150		5136161	5136161	5136161	5136161
	Flat roof plate		E207	E207	E207	E207
	Angled roof plate		E208	E208	E208	E208
	Wall bracket		5136163	5136163	5136163	5136163
	Siphon kit c/w condensate trap		5136164	5136164	5136164	5136164
	Locking clamp		5136165	5136165	5136165	5136165
	Ø100mm flue seal		5136166	5136166	5136166	5136166



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\*@ 2m from flue terminal  
 \*\*Unless 150mm high plinth is to be made or already exists in plant room  
 \*\*\*Unvented system kit Includes: Combined pressure reducing valve 3.5bar, check valve, pressure relief valve 6bar, 24 ltr expansion vessel c/w wall bracket, temperature/pressure relief valve 7 bar/95°C, tundish T/P brass adaptor, hose assembly.

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## Site Investigation & Surveys Tracker

Project Name:		Earl Mortimer College and Sixth Form - Water Heater Replacement	
Issue Date:		November 2025	
Revision (RIBA STAGE):		1.0	
Ref Item		Action Owner/Notes	RAG
1	Ordnance Survey		
2	Historical Maps		
3	Existing Record Drawings		
4	Drawings (List of Drawings or refer to a Schedule of Drawings)		
5	Existing Health & Safety File (CDM) from Client (Buildings completed or altered since 1995)		
6	Services/Utilities/Statutory Authorities (Location and Capacities) possible diversions and or need for new infrastructure e.g. sub-station. (Gas/water/electricity/ Sewers/Telephone/Cables/ Drainage condition) Note: PAS 128:2014		
7	PTAL (Public Transport Accessibility Level) Rating		
8	Other Town Planning Applications		
9	Asbestos (Demolition/ ground)	R&D Survey to be organised.	
10	Aerial Photographs		
11	Historic Photographs		
12	Underground Features (Tunnel/Mining/Fracking)		

13	Boundaries / Land Ownership		
14	Land Registry Plan		
15	Ownership Deeds/Easements /Covenants		
16	Rights of Way		
17	Party Wall Matters		
18	Rights of Light		
19	Listed Building - Historic England Listing Description		
20	Local Development Framework		
21	Land Use Zones		
22	Conservation Areas		
23	View Corridors to Landmarks		
24	Height Restrictions		
25	National Parks		
26	Areas of Outstanding Natural Beauty (ANOB)		
27	Green Belt		
28	Refuse Collection Strategy		
29	Sites of Special Scientific Interest (SSSI)		
30	Local Byelaws		
31	Topographic Survey - Measured Survey/Land Survey - Features		
32	Laser Survey/ Sub scan Survey/ Cloud		
33	Structural Survey / Condition Survey		
34	Transport Survey		

35	Parking Survey		
36	Archaeology		
37	Desktop Study/ Photographic survey/ Initial site visit report	See information document 1	
38	Excavations/ Burial site survey		
39	Noise/Acoustic Survey		
40	Air Quality Survey		
41	Arboriculture (Tree) Survey - Tree Preservation Orders/Clay Shrinkage/ Clay Heave/Root Protection Zones Note: BS 5837 (2012)		
42	Ecological Survey (protected species/ bat roosts/snails/slow worms)	N/A	
43	Environmental Assessment Survey		
44	Flood Risk Assessment		
45	Geotechnical Survey (bore holes/trial pits- existing features and foundations)		
46	Contamination (Pathogens/Anthrax/ VOC's/Radon/Methane)		
47	Lead Paint Survey		
48	Unexploded Ordnance (UXO) Report		
49	Quality of incoming water		
50	Fire Strategy	School to provide	
51	Glint & Glare		

\*Other relevant Survey Information, add as required.

Status Key

-  Information required
-  Requested surveys
-  Information received
-  Not applicable

**Note** This survey tracker is for reference purposes only and should not be considered as a record of survey information or revisions. Responsibility sits with relevant consultants for advising the client of surveys required to carry out their design services and for keeping an up-to-date record of latest survey information.

Design risk register

H	Very likely to happen resulting in fatality or disabling injury
M	Unlikely to happen but resulting in fatality; likely to happen resulting in injury or illness; almost certain to happen resulting in first aid injury
L	Very unlikely to happen resulting in first aid injury or illness

Project Name:	Earl Mortimer College and Sixth Form - Water Heater Replacement
Last edit date:	November 2025
Issue revision:	1.0

**Guidance notes** (see guidance notes page for more details)  
 Design risk management should be an integral part of the overall design development and designers should think of it in terms of considering constructability, maintainability, etc. Designers only need to document their consideration of risks in this simple risk register format. There is no requirement for quantitative design risk assessments to be carried out/documentated and these should be avoided.  
 \* Risks should be considered in a logical sequence relating to the location/operational environment, constructability/installability, operability (normal/emergency), maintainability (inc routine cleaning, replacement, etc.), and alteration/decommissioning/dismantling/demolition, and should be categorised against those headings.  
 † Significant residual risks are those which are unusual, not obvious, difficult to manage, or where critical design assumptions apply. The documentation by designers of residual risks that cover well-known and understood hazards should be avoided.

Ref	Risk Category* (and Phase where appropriate, e.g., location/environment, construction, operation, maintenance, alteration/demolition)	Work Element/Location (where appropriate)	Hazard or Risk Issue Identified	Risk Level (see legend)	Risk Management Owner	Design ERIC Action Required (e.g., hazard elimination/risk mitigation action, information to be provided to others)	Residual Risk Level (see legend)	Information provided about residual hazard	Further action: Add to health and safety file - F Re-design - D Refer to construction phase plan - C
1	Location/environment/construction	Construction generally	Construction traffic and activities, protection of children and public	M	Principal Contractor, Client	Works to be carried out during school holidays, there maybe staff and pupils present. Principal contractor to ensure site storage, skips, welfare and vehicle parking is sufficiently secured - location and extent to be clarified during mobilisation period.	L	Contractor to control deliveries, entrance/exit of large vehicles to and from site, restrictions on timing of deliveries to be imposed. Exact details to be agreed through mobilisation period.	C
2	Location/environment/construction	All works	Occupied school, people inc children unfamiliar with construction risks and impact on operations.	M	Principal Contractor, Client	Works areas/activities to be segregated from occupied and operational areas inc circulation routes. Works to be coordinated around any adjoining continued occupancy, particularly in relation to circulation areas (internal and external). Separation of works from children and public to be controlled by fully securing the site during and out of works hours.	L	School layouts and constraints documented through ITT and designs/specifications. Programme to be agreed for works that may impact on building occupancy, co-ordination of activities and fully securing all site perimeters in and out of work hours.	C
3	Demolition/alteration	Services	Protection and/or adjustment of existing live services (inc heating provision)	M	Principal Contractor	Existing retained/operational services installations, pipework and outlets will require protection and/or alteration for the works; any temporary isolation/disconnection or alteration works to be coordinated with the school site management team/other contractors on the school premises and undertaken out of hours, not to interrupt the operation of the School.	M	Programme to be agreed for works that may impact on building occupancy and use.	C,F
4	Construction	New works	Asbestos-containing materials	H	Designers, Principal Contractor & Client	Project specific R&D (to follow extent of all anticipated intrusive works) to be commissioned prior to works commencing to provide understanding of full scope/risk.	M	Potential ACM's may impact on works and appropriate controls/actions can be considered through tender action.	D, C, F

RAG Checklists

Last review date: November 2025

Red, amber and green lists are practical aides to designers on what to eliminate/avoid, and what to encourage.

Red Lists: Hazardous procedures, products and processes that should be eliminated from the project where possible	Designed out Y/N?	If no, please state suggested controls/ mitigating measures
Lack of adequate pre-construction information, eg asbestos surveys, geology, obstructions, services, ground contamination etc.		
Hand scabbling of concrete ('stop ends', etc);		
Demolition by hand-held breakers of the top sections of concrete piles (pile cropping techniques are available);		
The specification of fragile rooflights and roofing assemblies;		
Processes giving rise to large quantities of dust (dry cutting, blasting etc.);		
On-site spraying of harmful substances;		
The specification of structural steelwork which is not purposely designed to accommodate safety nets;		
Designing roof mounted services requiring access (for maintenance, etc), without provision for safe access (eg. barriers).		

RAG Checklists

Last review date: November 2025

Red, amber and green lists are practical aides to designers on what to eliminate/avoid, and what to encourage.

Glazing that cannot be accessed Safely, All glazing should be anticipated as requiring cleaning and replacement, so a safe system of access is essential.		
Entrances, floors, ramps, stairs and escalators etc not specifically designed to avoid slips and trips during use and maintenance, including effect of rainwater and spillages.		
Design of environments involving adverse lighting, noise, vibration, temperature, wetness, humidity and draughts or chemical and/or biological conditions during use and maintenance operations.		
Designs of structures that do not allow for fire containment during construction		
<b>Amber Lists:</b> Products, processes and procedures to be eliminated or reduced as far as possible and only specified/allowed if unavoidable. Including amber items would always lead to the provision of information to the Principal Contractor.	Designed out Y/N?	If no, please state suggested controls/ mitigating measures
Internal manholes / inspection chambers in circulation areas;		
External manholes in heavy used vehicle access zones;		
The specification of "lip" details (i.e. trip hazards) at the tops of pre-cast concrete staircases;		
The specification of shallow steps (i.e. risers) in external paved areas;		

RAG Checklists

Last review date: November 2025

Red, amber and green lists are practical aides to designers on what to eliminate/avoid, and what to encourage.

The specification of heavy building blocks i.e. those weighing > 20kgs;

Large and heavy glass panels;

The chasing out of concrete / brick / blockwork walls or floors for the installation of services;

The specification of heavy lintels (the use of slim metal or hollow concrete lintels being alternatives);

The specification of solvent-based paints and thinners, or isocyanates, particularly for use in confined areas;

Specification of curtain wall or panel systems without provision for the tying (or raking) of scaffolds;

Specification of blockwork walls >3.5 metres high using retarded mortar mixes.

Site traffic routes that do not allow for 'one way' systems and/or vehicular traffic segregated from site personnel

Site layout that does not allow for adequate room for delivery and/or storage of materials, including specific components.

RAG Checklists

Last review date: November 2025

Red, amber and green lists are practical aides to designers on what to eliminate/avoid, and what to encourage.

Heavy construction components which cannot be handled using mechanical lifting devices (because of access restrictions / floor loadings etc)		
On-site welding, in particular for new structures.		
Need to use large piling rigs and cranes near 'live' railways and overhead electric power lines or where proximity to obstructions prevents guarding of rigs		
<b>Green Lists:</b> Products, processes and procedures to be positively encouraged.	Designed in Y/N?	If no, please state suggested controls/ mitigating measures
Adequate access for construction vehicles to minimise reversing requirements (one- way systems and turning radii);		
Provision of adequate access and headroom for maintenance in plant rooms, and adequate provision for replacing heavy components;		
Thoughtful location of of mechanical / electrical equipment, light fittings, security devices etc. to facilitate access and away from crowded areas;		
The specification of concrete products with pre-cast fixings to avoid drilling;		
Specify half board sizes for plasterboard sheets to make handling easier;		

RAG Checklists

Last review date: November 2025

<p>Red, amber and green lists are practical aides to designers on what to eliminate/avoid, and what to encourage.</p>		
<p>Early installation of permanent means of access, and prefabricated staircases with hand rails;</p>		
<p>The provision of edge protection at permanent works where there is a foreseeable risk of falls after handover;</p>		
<p>Practical and safe methods of window cleaning (eg. from the inside);</p>		
<p>Appointment of a Temporary Work Coordinator (BS 5975);</p>		
<p>Off-site timber treatment if PPA- and CCA-based preservatives are used (Boron or copper salts can be used for cut ends on site).</p>		
<p>Off site fabrication and prefabricated elements to minimize on site hazards.</p>		
<p>Encourage the use of engineering controls to minimize the use of Personal Protective Equipment</p>		

## Health and safety file

Project Name:	Earl Mortimer College and Sixth Form - Water Heater Replacement
Issue Date:	November 2025
Revision:	1.0
Refer to HSE Guidance document L153 - Managing health & safety in construction' for guidance on the preparation, provision & retention of a health & safety file and the actions on each dutyholder.	
Subjects (to be agreed & adjusted with client and end user/maintainer).	
a.	a brief description of the work carried out;
b.	any hazards that have not been eliminated through the design and construction processes, and how they have been addressed (e.g. surveys or other information concerning asbestos or contaminated land);
c.	key structural principals (e.g. bracing, sources of substantial stored energy - including pre- or post-tensioned members) and safe working loads for floors and roofs;
d.	hazardous materials used (e.g. lead paints and special coatings);
e.	information regarding the removal or dismantling of installed plant and equipment (e.g. any special arrangements for lifting such equipment);
f.	health and safety information about equipment provided for cleaning or maintaining the structure;
g.	the nature, location and markings of significant services, including underground cables; gas supply equipment; fire-fighting services etc;
h.	information and as-built/as-installed drawings of the building, its plant and equipment (e.g. means of safe access to and from service voids and fire doors).

Existing information schedule

Project Name:		Earl Mortimer College and Sixth Form - Water Heater Replacement			
Last edit date:		November 2025			
Issue revision:		1			
Item	Information - Type, title, date/revision	Source/Provider	Significant findings, caveats/limitations, gaps and or additional information required	Residual risks	
				Carry hazard/ risk to design stage (Y, N, N/A)	Carry hazard/ risk to construction stage (Y, N, N/A)
1	Asbestos Management Register	TBC	Asbestos-containing materials are <b>unknown</b> to the works areas.	Y	Y
2	Asbestos, refurbishment and demolition survey	TBC	A refurbishment & demolition survey specific to the project will be commissioned and shall be made available ahead of any works commencing.	Y	Y
3	School terms and holidays 2025-26	Earl Mortimer College and Sixth Form / Herefordshire Council	General academic year dates available via School Website	Y	Y
4	Key client and school policies and procedures, available from respective school and Trust websites.	Earl Mortimer College and Sixth Form / Herefordshire Council	Policy and standards expected of suppliers, visitors, etc (inc works contractors).	Y	Y
5	Fire Risk Assessment Report/Strategy	Earl Mortimer College and Sixth Form	Existing fire risk assessment report & strategy held on site; existing arrangements to be considered as part of works methodology.	Y	Y