**DEED OF CONTRACT**

**FOR THE APPOINTMENT OF A CONTRACTOR**

**based on the**

**JCT Pre-Construction services agreement (Specialist) 2016**

for

**the appointment of a contractor to survey and design a flood defence wall at Warren Bridge Oundle, North Northamptonshire**

Between

**North Northamptonshire Council**

and

**INSERT**

Legal Services

**North Northamptonshire Council**

**The Corby Cube, George Street,**

**Corby, NN17 1QG**

**Legal Ref: 020692**

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**Schedules**

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Schedule 5 Sub-Contractor’s Collateral Warranty

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Schedule 7 Agreement between WBFW Management Company Limited, residents of Warren Bridge and North Northamptonshire Council dated 18 December 2024

Schedule 8 Additional Terms and Conditions

**THIS CONTRACT IS** made the 2025

BETWEEN

1. **North Northamptonshire Council** of Sheerness House, 41 Meadow Road, Kettering NN16 8TL and whose address for service is at The Corby Cube, George Street, Corby, Northamptonshire, NN17 1QG (the **“Employer”**); and
2. ​**INSERT** incorporated and registered in England and Wales with company number INSERT whose registered office is INSERT (“**Contractor**”)

**RECITAL**

(A) The Employer is seeking to procure a Contractor to undertake surveys and design a flood defence wall at the rear of several residences at Warren Bridge, Oundle, North Northamptonshire in the manner described in Schedule 1 (the “Project”).

(B) The Employer has appointed the Contractor to deliver the Project in the manner set out in this Contract and the specification in Schedule 1.

(C) The Contractor has agreed to carry out the works in accordance with the provisions of the JCT Pre-Construction Services Agreement (Specialist) (2016 Edition) as amended and set out in Schedule 2 of this Contract.

(D) The Contractor will deliver the Project in accordance with the conditions of contract specified in clause 4 below.

(E) The Employer will pay the Contractor the charges set out in Schedule 3 for the delivery of the Project and carry out all associated duties in relation to them and as instructed by the Employer in accordance with the conditions of contract.

**NOW IT IS HEREBY AGREED** as follows:

1. In this Contract, words and expressions shall have the same meanings as are respectively assigned to them herein and within each contract document set out in the Schedules.
2. This Contract incorporates the JCT Pre-Construction Services Agreement (Specialist) (2016 Edition) as amended and varied by the Employer in the manner set out in Schedule 2 and in this Contract.
3. The Contractor will carry out the works set out and described in Schedule 1 and will supply the materials and labour and do execute and perform all of the works matters and things required to be done executed and performed in relation to or incidental to the delivery of the Project.
4. This Contract the recital and the conditions of contract set out below form the Contract between the parties:
   1. This Contract;
   2. Schedule 1: The Project Brief and Employer’s requirements;
   3. Schedule 2: JCT Pre-Construction Services Agreement (Specialist) 2016 as amended and Pre-lims;
   4. Schedule 3: Charges (Contract Price)
   5. Schedule 4: Variation Form;
   6. Schedule 5: Sub-Contractor’s Collateral Warranty
   7. Schedule 6: Grant Memorandum 2020
   8. Schedule 7: Agreement between WBFW Management Company Limited, residents of Warren Bridge and North Northamptonshire Council dated 18 December 2024
   9. Schedule 8: Additional Terms and Conditions
5. For the avoidance of doubt the documents referred to in paragraph 4 above are to be taken as mutually explanatory of one another.
6. If there is any ambiguity or inconsistency in or between the documents comprising this Contract as set out in paragraph 4, the priority of the documents shall be interpreted in accordance with the sequence set out in paragraph 4.
7. The Contractor shall remain completely responsible to the Employer for carrying out the works and delivery of the Project and shall be held liable by the Employer for the acts omission and errors of its sub-contractors. The Contractor shall ensure that all provisions of this Contract (to the extent that they are applicable) are mirrored and incorporated back-to-back into its sub-contracting agreements.
8. The Contractor shall be paid the charges set out in Schedule 3 of this Contract.

## The parties agree to amend the provisions of the JCT Pre-Construction Services Agreement (Specialist) (2016 Edition) Contract in the manner set out in Schedule 2 and the JCT Contract is varied and amended accordingly.

1. The Contractor shall effect and maintain the level of insurance set out in the JCT Contract during the term of the Contract. Each insurance level set out in the JCT Contract shall be for any one occurrence or series of occurrence arising out of one event. On the Employer’s request, the Contractor shall produce the insurance certificates and the receipt for the current years’ premium in respect of the insurances mentioned in this clause. For the avoidance of doubt the Contractor shall maintain its professional indemnity insurance for a maximum period of 6 years after the delivery of the works.
2. This Contract commences on INSERT and expires on INSERT subject to any extensions agreed between the parties.
3. Any dispute or difference or question arising out of or in connection with this Contract shall be resolved in accordance with the provisions of the JCT Contract.
4. Neither of the parties shall commence legal proceedings against the other in relation to this Contract without first escalating the dispute to senior managers of both parties for resolution within a period of 7 days.
5. The parties may change amend or vary any provisions of this Contract by using the form of variation template set out in Schedule 4. The parties waive their rights to execute all variations to this Contract as a deed.
6. The details of the authorised representative(s) responsible for the delivery of the Project is as notified from one party to the other on the commencement date. Any change will be notified to the other party prior to the change or replacement.
7. This Contract becomes effective by execution of the parties and constitutes the entire agreement between the Employer and the Contractor relating to the subject matter of this Contract and supersedes all prior contracts, negotiations, representations, or understandings whether written or oral.
8. In the event that the Contractor uses a sub-contractor during the term of this Contract, the Contractor shall promptly execute and deliver a collateral warranty in the form set out in form Schedule 5.
9. The parties acknowledge that the Project is part funded by the Environment Agency. For the better performance of this Contract, the parties will comply with the terms and conditions set forth in the Grant Memorandum 2020 published on GOV.UK as set out in schedule 6.
10. The agreement set out in Schedule 7 was entered into between the Employer, WBFW Management Company Limited and the residents of Warren Bridge, Oundle, North Northamptonshire. In delivering the Project, the Contractor shall have regard to the provisions of Schedule 7 and comply with all the Employers obligations set out therein and in particular, the Contractor’ attention is drawn to clause 2.3(b) of Schedule 7.
11. The clauses set out in schedule 8 shall apply to the delivery of this Project.
12. Clause 2.8 of the JCT Pre-Construction Services Agreement (Specialist) (2016 Edition) shall be deleted in its entirety and replaced as follows:

'Where the Pre-Construction Services include design work, the Specialist shall, as set out in Annex B, be liable to the Employer under this agreement for that design work, whether in contract, negligence, breach of duty or otherwise.'

**IN WITNESS WHEREOF** this Contract has been duly executed as a deed on the date stated at the beginning of it.

The COMMON SEAL of **NORTH )**

**NORTHAMPTONSHIRE COUNCIL** was affixed )

to this deed in the presence of: )

……………………………………………….

Authorised Officer

**EXECUTED as a deed by**

**INSERT**

|  |  |
| --- | --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Name of Director | Signature of Director |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Name of Director | Signature of Director |

**Schedule 1**

**Project Brief and Employer’s Requirements/Specification**





**Schedule 2**

**JCT Pre-Construction Services Agreement (Specialist) 2016 as amended by this Contract .**

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**Schedule 3**

**Charges (Contract Price)**

INSERT

**Schedule 4**

**Variation Form.**

Variation Form No:

……………………………………………………………………………………

BETWEEN:

|  |
| --- |
| **North Northamptonshire Council** ("**the Employer"**)  and  **INSERT** (**"the Contractor"**) |

1. The Agreement executed between the parties and dated [ ] is varied as follows and shall take effect on the date signed by both parties:

**[Insert details of the Variation]**

1. Words and expressions in this Variation shall have the meanings given to them in the Agreement.
2. The Agreement, including any previous variations, shall remain effective and unaltered except as amended by this variation.

Signed by an authorised signatory for and on behalf of the Employer

|  |  |
| --- | --- |
| Signature |  |
| Date |  |
| Name (in Capitals) |  |
| Address |  |
|  |  |

Signed by an authorised signatory to sign for and on behalf of the Contractor

|  |  |
| --- | --- |
| Signature |  |
| Date |  |
| Name (in Capitals) |  |
| Address |  |
|  |  |

**Schedule 5**

**Sub -Contractor’s Collateral Warranty**



**Schedule 6**

**Grant Memorandum 2020**

[**https://www.gov.uk/government/publications/capital-grants-for-local-authorities-and-internal-drainage-boards/memorandum-relating-to-capital-grants-for-other-risk-management-authorities-in-england-2020#your-obligations**](https://www.gov.uk/government/publications/capital-grants-for-local-authorities-and-internal-drainage-boards/memorandum-relating-to-capital-grants-for-other-risk-management-authorities-in-england-2020#your-obligations)

**Schedule 7**

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**Schedule 8**

**Additional Terms and Conditions**

1. **ANTI-BRIBERY MODERN SLAVERY ACT REQUIRMENTS AND REAL LIVING WAGE**
   1. The Contractor shall:
      1. comply with all applicable anti-bribery, anti-corruption and anti-slavery legislation including, without limitation, the Bribery Act and Modern Slavery Act 2015;
      2. maintain and enforce its own policies and procedures, including adequate procedures under the Bribery Act, to ensure compliance with all applicable anti-bribery and anti-corruption legislation;
      3. use reasonable endeavours to ensure that all persons associated with the Contractor (as defined by section 8 of the Bribery Act) including any sub-contractors and Contractors comply with this clause;
      4. implement due diligence procedures for its own Contractors, sub-contractors and other participants in its supply chain, to ensure that there is no slavery or human trafficking in its supply chain;
      5. not to purchase any raw materials, resources or products from any country that has been sourced from producers or manufacturers using forced labour in its operations or practice;
      6. pay all directly employed, contracted or sub-contracted staff (aged 18 or over) directly involved in the delivery of this Contract the real Living wage as defined by the Living Wage Foundation throughout the term of this Contract.
2. **EQUALITIES**

The Contractor shall (and shall procure that its staff shall) not unlawfully discriminate within the meaning and scope of any Law, enactment, order or regulation relating to discrimination in employment including but not limited to the Equality Act 2010 and shall (and shall procure that its staff shall) at all times comply with the provisions of the Human Rights Act 1998 in the performance of the Services.

1. **DATA PROTECTION**

Both parties will comply with all applicable requirements of the Data Protection Legislation and any applicable Laws. This clause 3 is in addition to, and does not relieve, remove or replace, a party’s obligations under the Data Protection Legislation. In this clause 3, applicable Laws means (for so long as and to the extent that they apply to the Contractor) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and Domestic UK Law means the UK Data Protection Legislation and any other law that applies in the UK.

1. **FREEDOM OF INFORMATION**
   1. The Contractor recognises that the Employer has information disclosure obligations under the Freedom of Information Act 2010 (“FOIA”) and the Environmental Information Regulations (“EIR”). The Contractor agrees to provide such assistance and support as may be requested from time to time by the Employer for the purposes of enabling or assisting the Employer to comply with these information disclosure obligations in respect of matters relating to or arising out of this Project.
   2. In the event that a request made to the Employer for access to information under the FOI or the EIR, or any notice, recommendation or complaint is made to or against the Employer in relation to its obligations under the FOIA or EIR, the Contractor will within five (5) Working Days of the date of a request from the Employer provide to the Employer, any details in its possession relating to this Project or to the Contractor as the Employer may require to deal with such access request or deal with such notice, recommendation or complaint.
   3. The Contractor acknowledges the Employer may be obliged under the FOIA or EIR to disclose information to third parties, including information relating to the appointment of the Contractor to provide the Services under this Contract, and the terms of this Contract, subject to certain exemptions. The Contractor further acknowledges and accepts that the decision to disclose information and the application of any such exemptions under the FOIA or EIR will be at the Employer’s sole discretion PROVIDED THAT the Employer shall act reasonably and proportionately in determining whether any exemptions under the FOIA or EIR may apply to protect the Contractor’s legitimate commercial interests trade secrets.
2. **TRANSPARENCY**

The Contractor acknowledges that the Employer has information publication obligations the Local Government Transparency Code 2015, and agrees that this Contract (including the Schedules), and any documentation including but not limited to requests for quotes, advertisement issued by the Employer seeking expressions of interest, the pre-qualification questionnaire and the tender documents (the “Procurement Documents”) issued by the Employer in relation to this Project are not Confidential Information, and may be published by the Employer, save where in the reasonable opinion of the Employer the contents of the Contract or the Procurement Documents are exempt from disclosure under the FOIA or EIR in which case, the Contractor consents to the Contract or Procurement Documents being redacted by the Employer to the extent necessary to remove or obscure the exempt content, and to publication subject to those redactions

1. **CONFIDENTIALITY AND EMPLOYER’S PROPERTY**
   1. Subject to Clause 3 (Data Protection), Clause 4 (Freedom of Information) and Clause 5 (Transparency), the Contractor shall not, without the prior written consent of the Employer, publish or disclose to any person, or permit any such disclosure by any of its employees or representatives, any Confidential Information.
   2. The restriction in clause 6.1 does not apply to:
      1. any information required to be disclosed by an order of court or other tribunal or required to be disclosed in accordance with any law, statute, proclamation, by-law, directive, decision, regulation, rule, order, notice, rule of court, delegated or subordinate legislation; or
      2. any information which is already in, or comes into, the public domain otherwise than through unauthorised disclosure by the Contractor; or
      3. any disclosure authorised by the Employer.
   3. All documents, manuals, hardware and software provided by the Employer to the Contractor, and any data or documents (including copies) produced, maintained or stored on the Employer's computer systems or other electronic equipment (including mobile phones, if provided by the Employer) in relation to this Project, remain the property of the Employer.
   4. All intellectual property rights and proprietary rights including copyright and all other rights of a like nature conferred under the laws of the United Kingdom (and all other countries of the World) in any works conceived originated or made by the Contractor pursuant to the Services (“Intellectual Property”) shall automatically vest in the Employer and the Contractor hereby assigns to the Employer by way of future assignment the copyright and all other intellectual property rights in the Intellectual Property for the full term during which the said rights and any renewals or extensions shall subsist.
   5. The Contractor warrants and represents that the Intellectual Property will not infringe any intellectual property rights of which a third party is the proprietor. The Contractor agrees to indemnify the Employer against any and all liability, loss, damages, costs and expenses which the Employer or a third party may incur or suffer as a result of any dispute or contractual, tortious or other claims or proceedings brought against the Employer by a third-party alleging infringement of its intellectual property rights by reason of the use or exploitation of the Intellectual Property.
2. **NO WAIVER**
   1. No delay, neglect or forbearance on the part of either party in enforcing against the other party any term or condition of the Contract shall either be or be deemed to be a waiver or in any way prejudice any right of that party under this Contract.
   2. A waiver of any right or remedy under this Contract or by Law is only effective if it is given in writing and shall not be deemed a waiver of any subsequent right or remedy.
3. **FORCE MAJEURE**
   1. Neither party shall be liable to the other party for any delay in or failure to perform its obligations under this Contract (other than a payment of money) if such delay or failure results from a Force Majeure Event.
   2. If the Force Majeure Event continues for a period of 90 days either party may terminate this Contract by notice in writing to the other party. The party suffering the event of force majeure shall take all reasonable steps to mitigate such delay or failure.
   3. The Contractor cannot claim relief if the event is one which, in accordance with best practice prevailing in the relevant industry, the Contractor should have foreseen and provided for the cause in question.