

Dated 4 February 2026

JCT 2016 DESIGN AND BUILD CONTRACT (DB)

Between

(1) THURROCK YOUTH ZONE LTD

and

(2) PIPERHILL CONSTRUCTION LIMITED

In relation to the design and construction of a youth zone and associated works at Thurrock Youth Zone

ARTICLES OF AGREEMENT

THIS AGREEMENT is made the 4 day of February 2026

BETWEEN:

- (1) **THURROCK YOUTH ZONE LTD** (company number: 14995055) whose registered office is Suite Ge, Atria, Spa Road, Bolton, BL1 4AG (**Employer**); and
- (2) **PIPERHILL CONSTRUCTION LIMITED** (company number: NI035456) whose registered office is Units 9 - 10 Carn Drive Carn Industrial Estate, Portadown, Craigavon, County Armagh, Northern Ireland, BT63 5WJ ("**the Contractor**").

BACKGROUND:

- First recital The Employer wishes to have the design, construction, completion and defects rectification of new youth zone including all associated hard and soft landscaping, circulation and amenity areas at Anchor Fields Park, Thurrock ("the Works") and the Employer has supplied to the Contractor documents showing and describing or otherwise stating his requirements ("the Employer's Requirements").
- Second recital In response to the Employer's Requirements the Contractor has supplied to the Employer:
- documents showing and describing the Contractor's proposals for the design and construction of the Works ("the Contractor's Proposals"); and
 - an analysis of the Contract Sum ("the Contract Sum Analysis")
- which he will require for carrying out and completing the Works in accordance with the JCT 2016 Design and Build Contract (DB) including its Conditions and Schedules 1 to 7 subject to the additional clauses and further amendments set out in Appendix 1 (together "the Conditions").
- Third recital The Contractor has examined the Employer's Requirements and is satisfied that the Contractor's Proposals meet the Employer's Requirements.
- Fourth recital For the purposes of the Construction Industry Scheme (CIS) under the Finance Act 2004, the status of the Employer is, as at the Base Date, that stated in the Contract Particulars.
- Fifth recital Not used
- Sixth recital Where so stated in the Contract Particulars, this Contract is supplemented by the Framework Agreement identified in those particulars.
- Seventh recital Whether any of Supplemental Provisions 1 to 10 apply is stated in the Contract

Particulars.

IT IS NOW AGREED THAT:

Article 1: Contractor's Obligations

Upon and subject to the Conditions, the Contractor shall complete the design for the Works and carry out and complete the construction of the Works in accordance with the Contract Documents.

Article 2: Contract Sum

The Employer shall pay the Contractor at the times and in the manner specified in the Conditions the VAT - exclusive sum of Eight Million Four Hundred and Fifty Nine Thousand Seven Hundred and Twenty Five Pounds and Fifty Nine Pence (£8,459,725.59) ("the Contract Sum") or such other sum as shall become payable under this Contract.

Article 3: Employer's Agent

For the purposes of this Contract the Employer's Agent is GWB Consultants Ltd of 35 Westgate, Huddersfield, West Yorkshire, HD1 1PA or such other person as the Employer shall nominate in his place. Except to the extent that the Employer may otherwise specify by written notice to the Contractor, the Employer's Agent shall have full authority to receive and issue applications, consents, instructions, notices, requests or statements and otherwise to act for the Employer under any of the Conditions.

Article 4: Employer's Requirements and Contractors' Proposals

The Employer's Requirements, the Contractor's Proposals and the Contract Sum Analysis are those referred to in the Contract Particulars.

Article 5: Principal Designer

Add the words "CDM" before "Principal Designer" in the first line of Article 5.

The CDM Principal Designer for the purposes of the CDM Regulations is John Jacobs of JFA + QUBE Ltd, 68A Reddicap Hill, Sutton Coldfield, West Midlands, B75 7BG, or, if he ceases to be the Principal Designer, such other person as the Employer shall appoint under regulation 5(1) of the CDM Regulations.

Add a second paragraph to Article 5:

"The Building Regulations Principal Designer under Part 2A of the Building Regulations is the Contractor

Article 6: Principal Contractor

Add the words "CDM" before "Principal Contractor" in the first line of Article 6.

The CDM Principal Contractor for the purposes of the CDM Regulations is the Contractor or, if he ceases to be the Principal Contractor, such other contractor as the Employer shall appoint under

regulation 5(1) of the CDM Regulations.

Add a second paragraph to Article 6:

“The Building Regulations Principal Contractor under Part 2A of the Building Regulations is the Contractor”

Article 7: Adjudication

If any dispute or difference arises under this Contract, either Party may at any time refer it to adjudication in accordance with **clause 9.2**.

Article 8: Arbitration

Where **Article 8** applies, 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, whether before, during the progress or after the completion or abandonment of the Works or after the termination of the Contractor’s employment, shall be referred to arbitration in accordance with **clauses 9.3 to 9.8** and the JCT 2016 edition of the Construction Industry Model Arbitration Rules (CIMAR). 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.

Article 9: Legal Proceedings

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.

Article 10: Novating Consultants

Prior to the formation of this Contract, the Employer engaged the services of the Novating Consultants. Upon the execution of this Contract, the Employer, the Contractor and each of the Novating Consultants shall enter into a novation agreement duly executed as a deed in the form annexed at **Schedule A** (with such amendments as the Employer may require), in order to substitute the Contractor as employer of each of the Novating Consultants in place of the Employer. The Contractor warrants to the Employer that, without limiting **clause 3.3**, he accepts entire responsibility for the work and designs of the Novating Consultants and for any negligence, omission or default on the part of the Novating Consultants whether prior or subsequent to the date of this Contract, as if such work, designs, negligence, omission or default were his own. The Contractor will not vary nor waive any of the obligations of the Novating Consultants under the terms and conditions upon which they are so engaged nor terminate any of their appointments without the prior written consent of the Employer.

Article 11: Bond and/or Guarantee

Within 28 days of the formation of this Contract, the Contractor shall deliver to the Employer duly executed a bond in the amount of 10% of the Contract Sum and in the form annexed at **Schedule B** the surety being ABI or such other surety as the Employer may in its absolute discretion approved;

Article 12: Effect of approval

Notwithstanding any other provision of this Contract, the Contractor shall not be relieved from his obligations under this Contract nor shall such obligations be removed, restricted, limited or qualified in any way by the presence of the Employer or the Employer's Agent or his agents or representatives on the site of the Works, or the carrying out of tests on the instructions of the Employer or the Employer's Agent or by any instruction, direction, admission, consent, approval, confirmation, sanction, acknowledgement, advice or inspection made or given by or on behalf of the Employer or the Employer's Agent.

Article 13: Incorporation

This Contract shall incorporate all the provisions of the Joint Contracts Tribunal Design and Build Contract (2016 edition) except that:

- (i) the Recitals, Articles of Agreement and Contract Particulars contained in JCT DB 2016 shall be replaced in their entirety by the Recitals, Articles of Agreement and Contract Particulars contained herein;
- (ii) the Conditions and the Schedules contained in JCT DB 2016 shall be amended as provided in the Schedule of Amendments to this Contract contained at Appendix 1; and
- (iii) the Conditions and the Schedules shall be construed as varied accordingly and if there is any discrepancy between the Conditions or the Schedules and the Schedule of Amendments contained in this Contract the wording of the Schedule of Amendments shall prevail.

Article 14: Retrospective Effect

Notwithstanding the date of this Contract, this Contract shall have retrospective effect to the date upon which the Contractor first commenced its services in connection with this Contract.

THIS DOCUMENT is executed as a deed in duplicate and delivered on the date stated at the beginning of this Deed.

EXECUTED AS A DEED by **Thurrock**

Youth Zone Ltd (Employer) acting by

two Directors

Signed by:

02356B40D46848C...
Signature of Director

Clare Kanakides

Name of Director

DocuSigned by:

AD3D6CFCA8DD4D3...
Signature of Director

Kevin Sadler

Name of Director

EXECUTED AS A DEED by **Piperhill Construction Limited (Contractor)** acting by one Director in the presence of a witness

DocuSigned by:

75D71923457E4CA...
Signature of Director

Sean McErlean

Name of Director

Witness Signature:

DocuSigned by:

6E337E58861E402...

Witness Name:

Eddie Osborne

Witness Address:

9-10 Carn Dr,

Portadown, Craigavon, BT63 5WJ

Witness Occupation:

Director

CONTRACT PARTICULARS

Part 1: General

Clause etc.	Subject	
Fourth Recital and clause 4.5	Construction Industry Scheme (CIS)	Employer at the Base Date is is not a 'contractor' for the purposes of the CIS
Fifth recital	Description of Sections (if any) (<i>If not shown or described in the Employer's Requirements, state the reference numbers and dates or other identifiers of documents in which they are shown.</i>)	Not Applicable
Sixth recital	Framework Agreement (if applicable) <i>(State date, title and parties)</i>	Not Applicable
Seventh recital and Part 1 of Schedule 2	Supplemental Provisions - Part 1 <i>(Where neither entry against an item below is deleted, the relevant paragraph does not apply)</i>	
	Named Sub-Contractors	Supplemental Provision 1 applies /does not apply
	Valuation of Changes - Contractor's estimates	Supplemental Provision 2 applies /does not apply
	Loss and expense - Contractor's estimates	Supplemental Provision 3 applies /does not apply

Clause etc.	Subject	
Seventh recital and Part 2 of Schedule 2	<p>Supplemental Provisions - Part 2 <i>(Where neither entry against an item below is deleted, the relevant paragraph applies)</i></p> <p>Acceleration Quotation</p> <p>Collaborative working</p> <p>Health and safety</p> <p>Cost savings and value improvements</p> <p>Sustainable development and environmental considerations</p> <p>Performance Indicators and monitoring</p> <p>Notification and negotiation of disputes</p>	<p>Supplemental Provision 4 applies/does not apply</p> <p>Supplemental Provision 5 applies/does not apply</p> <p>Supplemental Provision 6 applies/does not apply</p> <p>Supplemental Provision 7 applies/does not apply</p> <p>Supplemental Provision 8 applies/does not apply</p> <p>Supplemental Provision 9 applies/does not apply</p> <p>Supplemental Provision 10 applies/does not apply</p>
	<p>Where Supplemental Provision 10 applies, the respective nominees of the Parties are</p> <p>Employer's nominee</p> <p>Contractor's nominee</p>	<p>Peter Broughton</p> <p>Eddie Osborne</p> <p>or such replacement as each Party may notify to the other from time to time</p>
Article 4	Employer's Requirements <i>(State reference numbers and dates or other identifiers of documents.)</i>	ER-C1/2025-019/15.12.25

Clause etc.	Subject	
Article 4	Contractor's Proposals (<i>State reference numbers and dates or other identifiers of documents.</i>)	As Employers Requirements
Article 4	Contract Sum Analysis (<i>State reference numbers and dates or other identifiers of documents.</i>)	ER-C1/2025-019/15.12.25 Section 14
Article 8	Arbitration (<i>If disputes and differences are to be determined by arbitration and not by legal proceedings, it <u>must</u> be stated that Article 8 and clauses 9.3 to 9.8 apply.</i>)	Article 8 and clauses 9.3 to 9.8 (<i>Arbitration</i>) do <u>not</u> apply
1.1	Base Date	13.10.25
1.1	BIM Protocol (where applicable) (<i>State title, edition, date or other identifiers of the relevant documents.</i>)	Not Applicable
1.1	Date for Completion of the Works (<i>where completion by Sections does not apply</i>)	9th April 2027
	Sections: Dates for Completion of Sections	Not Applicable
1.1	Novating Consultants	John Puttick Associates N303 Vox Studios, 1-45 Durham Street, London, SE11 5JH. Clarke Banks (Building Control) Limited 3 Abbey Lane Court Evesham WR11 4BY
1.1	Sub-Contractors	All sub-contractors with any responsibility for design, and such other sub-contractors as the Employer may from time to time by notice to the Contractor designate, together with any design consultants appointed by the Contractor (including the Novating Consultants)

Clause etc.	Subject	
1.7	Addresses for service of notices etc. by the Parties (<i>If none is stated, the address in each case, unless and until otherwise agreed and subject to clause 1.7.2, shall be that shown at the commencement of the Agreement.</i>)	Employer: Thurrock Youth Zone, C/O OnSide Youth Zones, Suite 4AG, Atria, Spa Road, Bolton, BL1 Contractor: Piperhill Construction Limited, Units 9 – 10 Carn Drive, Carn Industrial Estate, Portadown, Craigavon, County Armagh, BT63 5WJ
2.3	Date of Possession of the site (<i>where possession by Sections does not apply</i>)	26th January 2026
	Sections: Dates of Possession of Sections	Not Applicable
2.4	Deferment of possession of the site (<i>where possession by Sections does not apply</i>)	Clause 2.4 applies/does not apply
	Sections: deferment of possession of Sections	Not Applicable
2.17.3	Limit of Contractor's liability for loss of use etc (if any)	Maximum of Contractor's Professional Indemnity Insurance - £10,000,000 (ten million pounds)
2.29.2	Liquidated damages (<i>where completion by Sections does not apply</i>)	at the rate of (per calendar week or pro-rata for part of a week) in accordance with the following Schedule: £10k per week for weeks 1 – 4 £15k per week for weeks 5 – 6 £21,382 per week thereafter
	Sections: rate of liquidated damages for each Section	Not Applicable
2.34	Sections: Section Sums	Not Applicable
2.35	Rectification Period (<i>where completion by Sections does not apply</i>) (<i>If no other period is stated, the period is 6 months.</i>)	12 months from the date of practical completion of the Works

Clause etc.	Subject	
	Sections: Rectification Periods <i>(If no other period is stated, the period is 6 months.)</i>	Not Applicable
4.6	Advance payment	Clause 4.6 does /does not apply
4.6	Advance Payment Bond	An advance payment bond is /is not required
4.7.1	Method of payment - alternatives <i>(If no Alternative is selected, Alternative B applies.)</i>	Periodically in accordance with Alternative B (Clause 4.13)
4.7.2	Interim Payments – Interim Valuation Dates <i>(The dates apply for each Alternative; if no date is stated, the first interim Valuation Date is one month after the Date of Possession.)</i>	The first Interim Valuation Date is: 25th February 2026 and thereafter the same date in each month or the nearest previous Business Day in that month
4.15.4	Listed Items - uniquely identified	No bond is required for Listed Items uniquely identified
4.15.5	Listed Items - not uniquely identified	No bond is required for Listed Items not uniquely identified
4.17	Contractor's Retention Bond <i>(Not applicable where the Employer is a Local or Public Authority and, in other cases, Not applicable unless stated to apply, with relevant particulars are given below)</i>	Clause 4.17 does /does not apply
4.18.1	Retention Percentage <i>(The percentage is 3 per cent unless a different rate is stated.)</i>	3 per cent
5.5	Day work	Does not apply
6.4.1	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
6.5.1	Insurance - liability of Employer	Minimum amount of indemnity for any one occurrence or series of occurrences arising out of one event £10,000,000

Clause etc.	Subject	
6.7 and Schedule 3	Works insurance – Insurance Option applicable	Option A
	Percentage to cover professional fees <i>(If no other percentage is stated, it shall be 15 per cent.)</i>	15 per cent
	Where Insurance Option A applies and cover is to be provided under the Contractor's annual policy (paragraph A.2), the annual renewal date is <i>(as supplied by the Contractor)</i>	17/06/2026
6.10 and Schedule 3	Terrorism Cover - details of the required cover <i>(Unless otherwise stated, Pool Re Cover is required.)</i>	Applies/ does not apply
6.15	Professional Indemnity insurance Level of cover <i>(If an alternative is not selected the amount shall be the aggregate amount for any one period of insurance. A period of insurance for these purposes shall be one year unless otherwise stated.)</i>	Amount of indemnity required relates to claims or series of claims arising out of one event
	<i>(If no amount is stated, insurance under clause 6.15 shall not be required.)</i>	and is £10,000,000 (ten million pounds)
	Cover for pollution and contamination claims <i>(If no amount is stated, such cover shall not be required; unless otherwise stated, the required limit of indemnity is an annual aggregate amount.)</i>	Is required, with a sub-limit of indemnity of £5,000,000 (five million pounds)
	Expiry of required period of Professional Indemnity insurance	12 years from the date of practical completion
6.17	Joint Fire Code	The Joint Fire Code applies/ does not apply
	If the Joint Fire Code applies, state whether the insurer under Insurance Option A, B or C (paragraph C.2) has specified that the Works are a 'Large Project':	No

Clause etc.	Subject	
6.20	Joint Fire Code amendments/revisions	-The cost, if any, of compliance with amendment(s) or revision(s) to the Joint Fire Code shall be borne by the Employer/ Contractor
7.2	Assignment/grant by Employer of rights under clause 7.2 <i>(If neither entry is deleted, clause 7.2 applies.)</i>	Clause 7.2 applies/ does not apply
	Sections: rights under clause 7.2 <i>(If clause 7.2 applies, amend the entry if rights under that clause are to apply to certain Sections only.)</i>	Not Applicable
7.3.1	Performance bond or guarantee from bank or other approved surety <i>(If this entry is not completed or the required form is not specified, a performance bond or guarantee is not required.)</i>	Is required/ is not required
	The required form of the bond or guarantee is set out in	ER-C1/2025-019/15.12.25 Section 2 – Schedules to Contract
	Initial value	10 percent of the contract sum
	Period of validity – if not specified in the required form, the expiry date of the performance bond or guarantee is to be <i>(If no entry is selected, the date shall be the date of practical completion of the works.)</i>	*the date of practical completion of the Works/ *2 weeks after the date of expiry of the Rectification Period for the Works/ *the date for issue of the Notice of Completion of Making Good for the Works
	Reduction in value – if not specified in the required form and if expiring later than the date of practical completion of the Works, the percentage reduction in the initial value on that date is <i>(If no other percentage is stated, it shall be 50 per cent.)</i>	0 per cent
7.3-2	Guarantee from the Contractor's parent company	Is required/ is not required
	Parent company's name and registration number	N/A
	The required form of the guarantee is set out in	N/A

Clause etc.	Subject	
7.4	Third Party Rights and Collateral Warranties – details of the requirements for the grant by the Contractor and sub-contractors of the P&T rights, Funder Rights and/or (in the case of sub-contractors) Employer Rights in respect of the Works, either as third party rights or by collateral warranties ('Rights Particulars') are set out in the following document <i>(State reference number and date or other identifier of the relevant document.)</i>	ER-C1/2025-019/15.12.25 Section 2 – Schedules to Contract
7C	Contractor collateral warranty to Purchaser/Tenant	Applies/does not apply OnSide Youth Zones The Trustees of the OnSide Foundation Thurrock Youth Zone Thurrock Council
7D	Contractor collateral warranty to Funder	Applies/does not apply
7E	Sub-contractor collateral warranty to Employer/Purchaser/Tenant/Funder	Applies/does not apply OnSide Youth Zones The Trustees of the OnSide Foundation Thurrock Youth Zone Thurrock Council
8.9.2	Period of suspension <i>(If none is stated, the period is 2 months.)</i>	3 Months
8.11.1.1 to 8.11.1.6	Period of suspension <i>(if none is stated, the period is 2 months.)</i>	3 Months
9.2.1	Adjudication	The Adjudicator is
	Nominating body - where no Adjudicator is named or where the named Adjudicator is unwilling or unable to act (whenever that is established)	President or a Vice-President of the Chartered Institute of Arbitrators.

APPENDIX 1: SCHEDULE OF AMENDMENTS

The Conditions

Clause 1.1 Delete the definition of "Agreement" and substitute "the Articles of Agreement consisting of the Recitals, the Articles and the Contract Particulars".

At the end of the definition of "CDM Regulations" insert "together with any guidance requirements issued by the Health and Safety Executive from time to time".

Delete the definition of "Conditions" and substitute "the Conditions as defined in the Second recital to the Agreement".

Delete the definition "Contractor's Design Documents" and insert "the drawings, designs, charts, specifications, plans, software and any other documents or materials in any medium (excluding internal memoranda and documents, working papers and templates) created and/or developed by or for the Contractor in relation to the Works."

Delete the definition of "Employer" and insert "the person named as Employer in the Agreement, his successors in title and permitted assignees."

Delete the definition of "Funder" and insert "any company, bank or institution providing finance in connection with or secured (whether by charge, sale and leaseback or otherwise) upon the Works."

In the definition of "Interest Rate" delete "5%" and insert "3%".

Delete the definition of "Purchaser" and insert "any first purchaser of the Works or each part of the Works".

Delete the definition of "Tenant" and insert "any first tenant of the Works or each part of the Works."

Insert new definitions:

"Building Regulations

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

Building Regulations

Principal Designer the Contractor or other person named in Article 5 or any successor appointed by the Employer.

Building Regulations the Building Regulations 2010 (SI 2010/2214).

Building Safety Laws

1. the Building Safety Act 2022;
2. the Defective Premises Act 1972;
3. the Building Act 1984;
4. the Building Regulations;

5. any statutory instrument, regulation, rule, order, code of practice or guideline made under the Building Safety Act 2022, the Defective Premises Act 1972, the Building Act 1984 and the Building Regulations having the force of law that affects the Works;
6. any guidance issued by a government department, the Building Safety Regulator and/or the Health and Safety Executive in connection with the Building Safety Act 2022, the Defective Premises Act 1972, the Building Act 1984, the Building Regulations and/or any statutory instrument, regulation, rule, order, code of practice or guideline relating to the Building Safety Act 2022, the Defective Premises Act 1972, the Building Act 1984 and/or the Building Regulations; and
7. any building safety laws and regulations now or from time to time in force that affects the Works or performance of any obligations under this Contract.

Domestic Reverse

Charge the domestic reverse charge procedure introduced by the Value Added Tax (Section 55A) (Specified Services and Excepted Supplies) Order 2019;

Intellectual Property all copyright and all neighbouring and database rights and moral rights, registered designs, registered and unregistered design rights, or any rights or property similar to the foregoing in any part of the world whether registered or unregistered together with the right to apply for the registration of such rights in any part of the world and the rights to current applications for registration of any such intellectual property referred to above.

Novating Consultants those consultants identified as such in the Contract Particulars.

Other Beneficiaries any of the following:

1. any mortgagee of a Purchaser or Tenant and/or other financier of the Works;
2. the freehold owner or landlord of the site of the Works (if not the Employer);
3. OnSide Youth Zones;
4. The Trustees of the OnSide Foundation;
5. Thurrock Council;

Other Beneficiaries

Rights Particulars the items and entries in that section of Part 2 of the Contract Particulars.

Sub-Contractors those sub-contractors identified as such in the Contract Particulars.”

Clause 1.4 Insert a new clause 1.4.7:

“Unless the context otherwise requires, any reference to European Union law that was directly applicable or directly effective in the UK at any time is a reference to it as it applies in England and Wales from time to time including as retained, amended, extended, re-enacted, consolidated, with or without modification, or otherwise given effect on or after 11pm on 31 December 2020;”

Insert a new clause 1.4.8.1 to 1.4.8.4:

- .1 References to the ‘reverse charge applying’ (or similar) mean any case where the recipient of a supply for VAT purposes, or a member of a VAT group of which the recipient of the supply is a member, is required to account to the relevant tax authority for the VAT chargeable in respect of the supply;”
- .2 The parties agree that the Employer is not an end user for the purposes of Domestic Reverse Charge;
- .3 The Employer will account for VAT on behalf of the Contractor in relation to any qualifying Domestic Reverse Charge services following the receipt of a valid VAT invoice;
- .4 The parties agree that in the event that (i) HMRC disagrees with application of the Domestic Reverse Charge and considers the Employer to be an end user or (ii) there is a change in circumstances such that the Employer becomes an end user the Employer shall notify the Contractor of the HMRC’s decision or any change in end user status and the Contractor shall issue a VAT credit note (together with payment of the VAT) to the Employer to correct the position.”

Clause 1.6 After “any Purchasers” insert “Other Beneficiaries,“.

Clause 1.7 Delete and substitute:

“Any notice to be given by either Party under this Contract shall be sufficiently served if sent by hand, by facsimile transmission or by post to the registered office, or if there is none then the last known address of the Party to be served. Any notice sent by hand shall be deemed to be served on the date of delivery and any notice sent by facsimile transmission shall be deemed to be served in full at the time recorded on the facsimile report sheet, provided that if any notice sent by hand or facsimile is sent after 4.45pm on any day it shall be deemed to be served on the next Business Day. Any notice sent by post shall be deemed to have been duly served at the expiration of 48 hours after the time of posting, if the end of that period falls before 4.45pm on a Business Day and otherwise on the next Business Day.”

Clause 1.8.1.1 Delete.

Clause 2.1.1 In the third line after “shall”, insert “carry out and”. In the fifth and sixth lines delete “so far as not described or stated in the Employer’s Requirements or the Contractor’s Proposals.”

Clause 2.1.3 After “shall pass” insert “within 7 days of receipt of the same”.

Clause 2.1.5 Insert a new clause 2.1.5:

“In performing his obligations under this Contract, the Contractor shall and shall ensure that each of its sub-contractors shall comply with the Modern Slavery Act 2015 and the Bribery Act 2010.”

Clause 2.1.6 Insert a new clause 2.1.6:

“shall throughout the progress of the Works and in carrying out any works pursuant to clause 2.1.1:

- 2.1.6.1 take full responsibility for the safety of the Contractor’s Persons entitled to be upon the site; and
- 2.1.6.2 keep the Works in an orderly state in order to prevent damage or injury to any person or property; and
- 2.1.6.3 comply with the Employer’s security requirements applicable for the site and observe all instructions and directions from the Employer or its personnel in relation to those requirements; and
- 2.1.6.4 provide and maintain at his own cost all measures required for the protection of the Works and/or for the safety and convenience of the residents of the apartments at the site and/or members of the public.”

Clause 2.1.7 Insert a new clause 2.1.7:

“The Contractor shall provide all assistance as the Employer reasonably requires in order to:

- 2.1.7.1 make any application for necessary permissions, consents, licences and approvals pursuant to any Statutory Requirements which the Employer is required to obtain; and
- 2.1.7.2 ,insofar as it applies, comply with the requirements of the Building Safety Act 2022 and any related legislation, relevant guidance, codes of practice, material manufacturer and supplier recommendations, professional or trade or suppliers body recommendations, and the like”

Clause 2.1.8 Insert a new clause 2.1.8:

“The Contractor shall co-operate and collaborate with the Employer, the other project team members to ensure compliance with the Building Safety Laws.”

Clause 2.2 In clause 2.2.1, after “so far as procurable, be” add:

“of satisfactory quality and new and appropriate for their use, “

In clause 2.2.2: add at the end: “Subject to the foregoing, all workmanship shall be of a satisfactory quality.”

Clause 2.2A After **clause 2.2**, insert a new **clause 2.2A**:

“Prohibited Materials

2.2A The Contractor warrants to the Employer:

- 2.2A.1 that he has not used or permitted to be used or specified and will not use or specify for use or permit to be used;

- 2.2A.2 that he is not aware and has no reason to suspect or believe that there have been or will be used; and
- 2.2A.3 that he will promptly notify the Employer in writing if he becomes aware or has reason to suspect or believe that there have been or will be used;
- in or in connection with the Works, any materials or substances other than in conformity with:
- 2.2A.4 the guidance given in the edition current at the date of specification and/or use of the publication "Good Practice in Selection of Construction Materials" (current edition) sponsored by the British Council for Offices and the British Property Federation and the BRE Digest; and
- 2.2A.5 relevant British Standards or Codes of Practice." Clause 2.6A
- Clause 2.6A Insert a new Clause 2.6A as follows:
- "2.6A.1 The Contractor shall ensure that it, its employees, agents and servants shall not wrongfully use or interfere with the plant, ways, scaffolding, temporary works, appliances or other property belonging to or provided by others or infringe Statutory Requirements, provided that nothing in this clause 2.6A shall affect the rights of the Employer or the Contractor to carry out their respective statutory duties and contractual obligations under this Contract.
- 2.6A.2 The Contractor shall co-operate with and shall not impede the other contractors and consultants or parties working on the Site and assist the Employer in ensuring that its work is properly co-ordinated with theirs and shall comply with the requirements of the Employer regarding such coordination."
- Clause 2.7 Insert a new sub-clause 2.7.6:
- "Whenever the Employer is required to prepare, procure and or/give to any person a proposal, return, account, notice, sample, drawing, detail, specification, calculation, test result, operating and maintenance manuals, estimate, quotation or other information or document (included information for the Employer to comply with the Building Safety Act 2022) the Contractor shall in relation to the Works prepare, procure and provide the Employer which such information or document in similar form, detail and manner to that required by the Employer and in such a time and quantity as will able the Employer to comply in all respects with Statutory Requirements."
- Clause 2.8 At the end of the clause insert:
- "No comments made nor the fact that no comments are made shall be construed as acceptance or approval nor shall the Employer or the Employer's Agent be responsible for any work done on the basis of them and the Contractor shall remain fully responsible for the adequacy of the design."
- Clause 2.11 Delete and substitute:
- "The Contractor shall be deemed to have verified all information contained in the Employer's Requirements and to have obtained any supplementary information needed in respect of the Employer's Requirements. The Contractor undertakes that the Contractor's Proposals meet the Employer's Requirements; and that there is no discrepancy or divergence in or between the Employer's Requirements and the Contractor's Proposals; and accepts sole responsibility for the adequacy of any and all design contained within the Employer's Requirements."

Clause 2.12.1 Delete “and the Contractor under **clause 2.11** is not responsible for verifying its adequacy”.

Clause 2.12.2 Delete.

Clause 2.13 At the end of the clause insert “Such instruction shall be implemented without any adjustment to the Contract Sum nor shall there be any extension to the Completion Date.”

Clause 2.14.1 At the end of the clause insert “nor shall there be any extension to the Completion Date”.

Clause 2.14.2 After “Contract Sum” insert “nor shall there be any extension to the Completion Date”. Delete “and treated as a Change” and substitute “and the Contractor shall be obliged to comply with the decision or acceptance by the Employer without any adjustment to the Contract Sum nor shall there be any extension to the Completion Date”.

Clause 2.15.1 Delete “save as provided in clause 2.15.2”

Clause 2.15.2.1 After “Statutory Requirements” in the first line, insert “or Building Safety Laws”.

Insert at the end of the clause: “provided that the Contractor shall not be entitled to any additional payment by reason of such Change (whether by way of an addition to the Contract Sum or otherwise) nor to any extension to the Completion Date if the relevant change in the Statutory Requirements or Building Safety Laws ought to have been reasonably foreseeable to a contractor within the construction industry on or prior to the Base Date.”

Clause 2.15.2.2 Delete from “such amendment” in the third line to the end of the clause and substitute “such amendment shall be without cost to the Employer”.

Clause 2.17.1 Delete and substitute:

“2.17.1 The Contractor acknowledges that it has exercised and will continue to exercise in the design of the Works all reasonable skill and care as may be expected of a properly qualified designer of the appropriate discipline(s) for such design, experienced in carrying out works of a similar scope, nature, timescale and complexity and on a similar site or at a similar location to the Works and the Contractor accepts sole responsibility for the design of the Works and for the selection and standards of all materials, goods and workmanship forming part of the Works, including without limitation:

2.17.1.1 all and any design and other work undertaken in relation to the Works before the date of this Contract by any other person whether on behalf of the Contractor or by or on behalf of the Employer; and

2.17.1.2 all and any design and other work undertaken in relation to the Works after the date of this Contract by any other person on behalf of the Contractor,

and all such design and other work undertaken by any such person shall be treated for all the purposes of this Contract as undertaken by the Contractor. Further, without limitation, the Contractor warrants that the Works and the site of the Works shall, as at the date of practical completion of the Works, or, if the Works are divided into Sections, that each Section and the site of each Section shall, as at the date of practical completion of the relevant Section, comply with all Statutory Requirements applicable at the Base Date and the requirements of the local and all other competent authorities (including but not limited to the local fire authority) as may be necessary to ensure the adequacy of the design and construction of the Works”.

Clause 2.17A After **clause 2.17** insert new **clauses 2.17A to 2.17D**:

“Performance Specifications

2.17A Subject to **clause 2.17.1**, the Contractor shall ensure that the Works will, when complete, comply with any performance specification or requirement included or referred to in the Contract Documents.”

“Site Conditions

2.17B The Contractor has had an opportunity of inspecting the physical conditions (including the sub-surface conditions) and other conditions of or affecting the site of the Works and shall be deemed to be fully acquainted with the same before the date of this Contract and to have obtained all necessary information as to risks, contingencies and all other circumstances which may influence or affect the execution of the Works. Notwithstanding any other provision of this Contract, no failure on the part of the Contractor to discover or foresee any such condition, risk, contingency or circumstance shall entitle the Contractor to any additional payment (whether by way of an addition to the Contract Sum or otherwise) or to an extension of time. As between the Contractor and the Employer, the Contractor shall not and shall not be entitled to rely upon any survey, report or other document prepared by or on behalf of the Employer regarding any such matter as is referred to in this **clause 2.17B** and the Employer makes no representation or warranty as to the accuracy or completeness of any such survey, report or document. The Employer shall have no liability arising out of or in relation to any such survey, report or document or from any representation or statement, whether negligently or otherwise made, contained in such survey, report or other document.”

“Third Party Agreements

2.17C.1 Copies of the whole or parts of the following agreements (excluding matters related to price and payment) have been or will be provided to the Contractor and are set out in Schedule G and such agreements or parts are referred to in this clause 2.17C as “the Third Party Agreements”.

- Not Applicable

2.17C.2 The Contractor shall design, carry out and complete the construction of the Works in conformity with the Employer’s obligations under the Third Party Agreements including, without limitation, those relating to provision of information and the giving of notice and permitting inspections before the Practical Completion Statement or Section Completion Statement (as applicable) may be issued.

2.17C.3 The Contractor undertakes to the Employer that he has performed and shall continue to perform his obligations under this Contract in such manner and at such times so that no act, omission or default of the Contractor or any of the Contractor’s Persons (including the Novating Consultants if any) shall constitute, cause or contribute to any breach by the Employer of any of its obligations under the Third Party Agreements.”

“Freedom of Information Act

2.17D If requested to do so by the Employer, the Contractor shall provide to the Employer within the timescale set by the Employer, all information reasonably required for the Employer to respond to a request for information under the Freedom of Information Act 2000 and/or the Environmental Information Regulations 2004 such information to include (but without limitation) documents or information held within computer systems.”

Clause 2.17.8

Insert a new sub-clause 2.17.8

“Where and to the extent that this Contract involves the Contractor taking on work for or in connection with a dwelling or dwellings, the Contractor’s obligations in clause 2.17 in relation to design shall include the Contractor’s liability under the Defective Premises Act 1972”

Clause 2.20 At the end of the clause insert “Provided always that within a reasonable period of the instruction the Contractor has advised the Employer in writing that such an instruction is reasonably likely to result in an infringement of the relevant patented article, process or invention and the Employer has confirmed in writing that its instruction shall in any event be complied with.”

Clause 2.25.6.5

Insert a new **clause 2.25.6.5**:

“2.25.6.5 the Contractor shall not be entitled to any extension of time for the completion of the Works or any Section to the extent that any circumstance arising by reason of any error, omission, negligence or default of the Contractor or any of the Contractor’s Persons has contributed to the delay.”

Clause 2.26.2 Delete and substitute:

“2.26.2 instructions of the Employer:

2.26.2.1 under any of **clauses 3.10; 3.11** (except to the extent that the Employer’s Requirements provide sufficient information to enable the Contractor to make a sufficient allowance prior to the issue of such instructions for the effects on programme of those instructions); or 3.15; or

2.26.2.2 for the opening up for inspection or testing of any work, materials or goods under **clause 3.12 or 3.13.3** (including making good), unless the inspection or test shows that the work, materials or goods are not in accordance with this Contract; or for the opening up for inspection or testing of any work, materials or goods under **clause 3.13.3** (including making good), but not to the extent that such instructions under **clause 3.13.3** are reasonable;.”

Clause 2.26.6 At the end of the clause insert:

“or, in the case of any impediment or prevention, except to the extent that the same is in consequence of the reasonable exercise of the rights of the Employer under this Contract”.

Clause 2.26.7 At the end of the clause insert: “provided that the Contractor shall have taken all reasonable steps to have liaised with such Statutory Undertaker and to have arranged for such works to take place in accordance with his obligations under this Contract”.

Clause 2.26.15 Insert a new clause:

“a Coronavirus Event where and to the extent that it directly affects the execution of the Works PROVIDED THAT, and notwithstanding any other provision of this Contract, save for clause 8.11.1A, the Contractor’s sole and exclusive remedy for any delay to the progress of the Works arising directly or indirectly out of a Coronavirus Event or any additional costs or expenses arising directly or indirectly out of a Coronavirus Event shall be the right to apply for an extension of time pursuant to clause 2.24 and this clause 2.26.15. The Contractor waives any rights it may have under any other clause to make a claim relating indirectly or directly to a Coronavirus Event and, for the avoidance of doubt, the Employer shall have no liability for any additional costs or expenses attributable to a Coronavirus Event.

Clause 2.27A Insert a new clause 2.27A:

“For the purposes of the foregoing, practical completion means a state in which the Works are complete in all respects and free from apparent defects, save for any minor items of incomplete work or minor defects the existence, completion or rectification of which would not prevent or interfere with the use and enjoyment of the Works; and in particular:

- 2.27A.1 the relevant requisite consents, Development Control Requirements and Statutory Requirements have been complied with and any necessary consents or approvals obtained and all planning conditions are formally discharged in writing;
- 2.27A.2 any stipulations identified by the Contract, and any Third Party Agreements concerning the Works, as being essential for practical completion to take place have been satisfied;
- 2.27A.3 all “as built” information including that to be provided and operating and maintenance information required by the Contract to be delivered at practical completion has been so delivered to the Employer;
- 2.27A.4 the Contractor has obtained a Completion Certificate under Regulation 17 of the Building Regulations 2000 in respect of the Works or any Section;
- 2.27A.5 the testing, commissioning, regulation or adjustment of any mechanical or electrical services is to be completed before the practical completion of the Works, the Works shall not be considered to be practically completed until the same is done as the Contract Documents require; and
- 2.27A.6 the Contractor has delivered to the Employer duly executed copies of any warranties that the Contractor is or has been required to obtain pursuant to section 7 of this Contract;

Clause 2.29.1 Delete and substitute:

“2.29.1 Provided the Employer has issued a Non-Completion Notice for the Works or a Section, the Employer may, not later than 5 days before the final date for payment of the debt due under **clause 4.24** give notice in writing to the Contractor in the terms set out in **clause 2.29.2.**”

Clause 2.29.4 Delete “2.29.1.2” at both places where it appears, and substitute “2.29.1”.

Clause 2.30 Add new clause 2.30.1:

“Where the Employer takes possession of any part of parts of the Works pursuant to clause 2.30 of the Contract, the Contractor shall no later than the date on which the Employer takes possession thereof provide the Employer with all information properly required by the Employer for occupation of the relevant part of parts of the Works and the balance of such drawings, specifications, details, manuals and other information as referred to in clause 2.27A and which refer to such part or parts of the Works shall be provided by the Contractor to the Employer prior to practical completion of the Works or relevant section of the Works.”

Clause 2.35 After “defects” in the first sentence, insert the words:

“(which for the purposes of any highway or sewer works which are to be adopted by a relevant authority, shall include damage due to reasonable wear and tear)”

Clause 2.35A After **clause 2.35** insert a new **clause 2.35A**:

“2.35A In cases of urgency the Employer may require any matter notified under **clause 2.35** to be made good within such period of time specified by the Employer as the circumstances require.”

Clause 2.36 At the end insert “Provided that the Employer shall not be required to issue any Notice of Completion of Making Good any earlier than the expiry of the relevant Rectification Period”.

Clause 2.37 Delete and substitute:

“2.37.1 The Contractor, before practical completion of the Works or relevant Section, shall without further charge to the Employer supply for the retention and use of the Employer:

2.37.1.1 the Contractor’s Design Documents and related information;

2.37.1.2 two complete sets of record and as built drawings (and two CAD disks if so requested) showing the buildings (plans, elevations and sections), the main lines of drainage and the services installations; and

2.37.1.3 two hard copy and two electronic copies of the complete sets of manufacturers’ product information documents, installation instructions, operation and maintenance manuals and other relevant literature.

2.37.2 Not earlier than eight and not later than six weeks prior to the anticipated date of issue of the Practical Completion Statement or any Section Completion Statement (as applicable), the Employer and the Contractor shall meet to agree the precise list of documents and information which the Employer requires to be provided by the Contractor under **clause 2.37.1.**”

2.38.2 Delete the words “Subject to all sums due and payable under this Contract to the Contractor having been paid”

Clause 2.39 Insert a new **clause 2.39:**

“Confidentiality and Publicity

2.39.1 The Contractor shall not, without the prior written approval of the Employer, take or permit to be taken any photographs of the Works for use in any publicity or advertising.

2.39.2 The Contractor and the Contractor’s Persons shall not, without the prior written approval of the Employer, disclose to any other person (other than any person to whom disclosure must be made in order for the Contractor to fulfil its duties under this Contract, the Contractor’s lawyers, auditors and other professional advisers subject to a duty of confidence or as may be required by statute or by a court of competent jurisdiction) any information about the Works including the Contractor’s Design Documents or any information about the Employer or its business or any information about any person in whose favour the Contractor is obliged under this Contract to execute a warranty or their respective businesses, nor shall the Contractor exploit any such information for his own benefit or the benefit of any other person. The Contractor’s obligations under this **clause 2.39.2** shall not apply to any information which is already in the public domain or to any information which came to him otherwise than in connection with his involvement in relation to the Works except where its entry into the public domain or its coming to the Contractor was as a result of a breach of any contractual obligation by the Contractor or any other person for whom the Contractor is responsible.

2.39.3 The Contractor shall ensure that similar provisions are included in his contracts with sub-contractors and consultants (including the Novating Consultants if any) and shall enforce such provisions.”

Clause 2.40 Insert new clause 2.40:

“Compliance with Building Safety Laws

2.40 The Contractor warrants to the Employer that:

2.40.1 neither it nor any of the Contractor’s Persons has done, or permitted to be done, or will do or permit to be done, anything which:

2.40.1.1 is in breach, or is likely to have been in breach of any Building Safety Laws; or

2.40.1.2 will result, or is likely to result, in the Employer being in breach of any Building

Safety Laws; and

- 2.40.2 it shall comply, and shall procure compliance by each of the Contractor's Persons with the Building Safety Laws applicable at the Base Date."
- Clause 3.3.2 At the end of the clause insert: "Where the Employer has consented to the sub-letting of the design of all or any portion of the Works, the Contractor shall not afterwards terminate the employment of, or substitute, any person, firm or company retained in respect of such sub-letting without the prior written consent of the Employer (such consent not to be unreasonably withheld or delayed)".
- Clause 3.3A Insert a new **clause 3.3A**:
- "3.3A Within 21 days of entering into a sub-contract in respect of which collateral warranties may be required under **clause 7E**, the Contractor shall provide the Employer with a certified copy of the relevant sub-contract (redacted to exclude financial or other sensitive information) and shall not alter, waive, vary, or depart from any terms of the relevant sub-contract without the Employer's prior written consent".
- Clause 3.4 In sub-clause 3.4.2.3, after "CDM Regulations", insert:
- "and Building Safety Laws".
- Insert a new clause 3.4.2.6 as follows:
- "3.4.2.6 that the Sub-Contractor shall maintain professional indemnity insurance with a limit of indemnity of not less than £5,000,000 (five million pounds) for any one occurrence or series of occurrences arising out of any one event"
- Insert a new clause 3.4.2.7 as follows:
- "3.4.2.7 that each party to the sub-contract shall co-operate and collaborate with the Employer and the other project team members to ensure compliance with the Building Safety Laws."
- Clause 3.5.1 At the end of the clause insert "within 3 Business Days of receipt of the same".
- Clause 3.8 Delete the second sentence and substitute:
- "The Contractor shall, notwithstanding such request, comply with such instruction. Unless it is subsequently decided in any proceedings that the provision specified by the Employer in answer to the Contractor's request does not empower the issue of such instruction then the issue of the same shall be deemed for all the purposes of this Contract to have been empowered by the provision of the Conditions so specified by the Employer."
- Clause 3.9 Delete "Principal Designer and/or Principal Contractor" and replace with:
- "CDM Principal Designer, Building Regulations Principal Designer, CDM Principal Contractor and/or Building Regulations Principal Contractor".
- Clause 3.13.1 After "site of" insert "or rectification of".
- Clause 3.13.3 Delete and substitute:
- "3.13.3 having due regard to the Code of Practice set out in Schedule 4, issue such instructions requiring the Contractor to open up for inspection any work covered up or to arrange for or carry out any test of any materials or goods (whether or not already incorporated in the Works) or of any executed work, as are reasonable in all the circumstances to establish to the

reasonable satisfaction of the Employer the likelihood or extent, as appropriate to the circumstances, of any further similar non-compliance. To the extent that such instructions are reasonable, whatever the results of the opening up, no addition shall be made to the Contract Sum and no extension of time shall be given.”

Clause 3.18

Add as new clause 3.18:

“Building Regulations

- .1 The Contractor shall act as Building Regulations Principal Contractor and Building Regulations Principal Designer in respect of the Works and shall perform all the duties and functions required to be performed by the principal contractor and principal designer under the Building Regulations.
- .2 The Contractor warrants that it is competent to fulfil the duties of a principal contractor and principal designer under the Building Regulations in relation to the Works and has allocated or (as the case may be) will allocate adequate resources to enable it to comply with the provisions of this Clause.
- .3 The Contractor warrants that the Contractor’s Persons are competent and shall remain competent to perform all duties and functions required to be performed by them under the Building Regulations.
- .4 As and when requested to do so by the Employer, the Contractor shall give to the Employer a written record of the steps taken under regulation 11E(2) of the Building Regulations when appointing each of the Contractor’s Persons.
- .5 Whether or not the Contractor is the Building Regulations Principal Contractor, compliance by the Contractor with its duties under Part 2A of the Building Regulations shall be at no cost to the Employer and shall not entitle the Contractor to an extension of time.”

Clause 4.2.3 Delete clause 4.2.3 and replace with:

“Number not used”

Clause 4.9.1 Delete “14” and substitute “21.”

At the end of the clause insert:

“The due date for payment of an Interim Payment shall be 5 days from the date of receipt by the Employer of the Application for Interim Payment”

Clause 4.9.5 Delete “5” and substitute “1”

Clause 4.9.6 At the end of the clause insert: “The Parties agree that this clause 4.9.6 is a substantial remedy for late payment of any sum payable under this Contract in accordance with section 8(2) Late Payment of Commercial Debts (Interest) Act 1998.”

Clause 4.10.4 Delete from the start of sub-clause 4.10.4 “The Employer’s fiduciary” to “prevent him exercising” (inclusive) and replace with:

“The Employer may exercise”.

Clause 4.12.1.4 Delete sub-clause 4.12.1.4 and replace with:

“Number not used.”

and, in the sentence that follows deleted sub-clause 4.12.1.4, delete “any applicable Fluctuations Provision or”

Clause 4.12.2.5 Delete sub-clause 4.12.2.5 and replace with:

“Number not used.”

Clause 4.12.3.2 In sub-clause 4.12.3.2 delete:

“or under any applicable Fluctuations Provision,”.

Clause 4.13.1 In clause 4.13.1, in the sentence that follows sub-clause 4.13.1.3, delete “any applicable Fluctuations Provision or”.

Clause 4.13.2.5 Delete sub-clause 4.14.2.5 and replace with:

“Number not used.”

Clause 4.13.3.2 In clause 4.13.3.2 delete:

“or under any applicable Fluctuations Provision,”.

Clause 4.16.1 Delete and substitute:

“4.16.1 the Employer’s interest in the Retention shall not be fiduciary, either as trustee for the Contractor or any other person, or in any other capacity; the relationship of the Employer and the Contractor with regard to the Retention shall be solely that of debtor and unsecured creditor, subject to the terms hereof; and the Employer shall have no obligation to invest the Retention or any part thereof;”

Clause 4.16.2 Delete and substitute

4.16.2 the Employer shall have no obligation to segregate the Retention or any part thereof in a separate banking account, or in any other manner whatsoever; and shall be entitled to the full beneficial interest in the Retention and every part thereof (and, without limitation, interest thereon and income arising therefrom) unless and until the Retention is paid to the Contractor pursuant to this Contract.”

Clause 4.19.3 Insert a new **clause 4.19.3**:

“4.19.3 The Contractor shall not be entitled to any loss and/or expense on account of any circumstance arising by reason of any error, omission, negligence or default of the Contractor or any of the Contractor’s Persons.”

Clause 4.21.2.2 Delete and substitute:

“4.21.2.2 for the opening up for inspection or testing of any work, materials or goods under clause 3.12 (including making good), unless the inspection or test shows that the work, materials or goods are not in accordance with this Contract; or for the opening up for inspection or testing of any work, materials or goods under clause 3.13.3 (including making good), but not to the extent that such instructions under clause 3.13.3 are reasonable.”

Clause 4.21.5 At the end of the clause insert:

“or, in the case of any impediment or prevention, save to the extent that the same is in consequence of the reasonable exercise of the rights of the Employer under this Contract”.

Clause 4.23 Delete and insert a new clause 4.23:

“Save to the extent that the Contractor is entitled to reimbursement of the same under any other provision of this Contract, the Contractor’s rights under this Contract to payment in respect of any loss or expense suffered or sustained by the Contractor because the regular progress of the Works or any part thereof has been affected by any act or omission of the Employer or anyone for whom the Employer is responsible under this Contract are fully set out in clauses 4.20 and 4.21 and no other rights whatsoever of the Contractor in relation thereto shall be implied as terms of this Contract. Further, but without prejudice to the foregoing, the Employer shall have no liability whatsoever to the Contractor at common law for damages in respect of any such loss or expense.”

Clause 6.2 In line 4, after “Works”, insert “or in the performance of the Contractor’s obligations under **clause 2.35**”.

Clause 6.3A After clause 6.3 insert a new **clause 6.3A**:

“Trespass and Nuisance

6.3A.1 The Contractor shall at all times take reasonable measures to prevent any trespass, public or private nuisance (including, without limitation, any nuisance caused by noxious fumes, noisy working operations or the deposit of any material or debris on the public highway) or other interference with the rights and activities of any adjoining or neighbouring landowner, tenant or occupier or any Statutory Undertaker arising out of the carrying out of the Works and shall assist the Employer in defending any relevant action or proceedings which may be instituted.

6.3A.2 The Contractor shall be responsible for and shall indemnify the Employer from and against any and all expenses, liabilities, losses, claims and proceedings whatsoever resulting from any such trespass, nuisance or interference, except only where such trespass, nuisance or interference is the consequence of a Change or other instruction by or on behalf of the Employer (which is itself not the result of any negligence, default or breach of contract by or on behalf of the Contractor or any of the Contractor’s Persons and has not been avoided despite the Contractor using all reasonable and practical means to avoid the same).

6.3A.3 The Employer may issue to the Contractor such instructions as he considers necessary if any injunction is granted or Court order is made in consequence of any such trespass, nuisance or interference, but (except as described above) the Contractor shall not be entitled to any additional payment (whether by way of an addition to the Contract Sum or otherwise) nor to an extension of time by reason of any such instruction.”

Clause 6.5.1 Delete “If the Employer’s Requirements state that insurance under clause 6.5.1 is required” and substitute “If the Contract Particulars state that insurance under clause 6.5.1 is required”.

Clause 6.8 In the definition of “Joint Names Policy” after “the Employer and the Contractor” insert “and such other persons as the Employer shall notify to the Contractor”.

Delete the definition of “Excepted Risks” and substitute: “Excepted Risks: the risks comprise:

- a) ionising radiations 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 (other than such risk insofar, but only insofar, as it is included in the Terrorism Cover from time to time required to be taken out and maintained under this Contract);

- b) pressure waves cause by aircraft or other aerial devices travelling at sonic or supersonic speeds; and
- c) any act of terrorism that is not within the Terrorism Cover from time to time required to be taken out and maintained under this Contract.”

Clause 6.9.1 At the end of the clause insert:

“The Contractor (at the Employer’s request from time to time) shall ensure, where Insurance Option A applies, and the Employer may arrange, where Insurance Option B or C applies, that the Joint Names Policy referred to in paragraph A.1, A.3, B.1 or C.2 of Schedule 3 shall provide for recognition of such additional persons as the Employer may reasonably require (including, without limitation, each Funder, Purchaser and Tenant) as an insured under the relevant Joint Names Policy”.

Clause 6.15 Delete and substitute:

“6.15.1 The Contractor shall:

6.15.1.1 forthwith after this Contract has been entered into, take out (unless he has already done so) at his own cost with reputable insurers and / or Lloyds Underwriters lawfully carrying on such insurance business in the United Kingdom a Professional Indemnity insurance policy with a limit of indemnity of the type and in an amount not less than that stated in the Contract of Particulars;

6.15.1.2 provided it remains available generally in the market to design and build contractors at commercially reasonable rates, maintain such insurance until the expiry of the period stated in the Contract Particulars from the date of practical completion of the Works; and

6.15.1.3 as and when reasonably requested to do so by the Employer, produce for inspection documentary evidence that such insurance has been effected and/or is being maintained in accordance with this Contract.

6.15.2 Such insurance shall cover (inter alia) all the Contractor’s liability under this Contract in respect of defects or insufficiency in design, upon customary and usual terms and conditions prevailing for the time being in the insurance market. Such terms and conditions shall not include any term or condition to the effect that the Contractor must discharge any liability before being entitled to recover from the insurers, or any other term or condition which might adversely affect the rights of any person to recover from the insurers pursuant to the Third Parties (Rights Against Insurers) Act 1930. The Contractor shall not, without the prior approval in writing of the Employer, settle or compromise with the insurers any claim which the Contractor may have against the insurers and which relates to a claim by the Employer against the Contractor, or by any act or omission lose or prejudice the Contractor’s right to make or proceed with such a claim against the insurers. Any increased or additional premium required by insurers by reason of the Contractor’s own claims record or other acts, omissions, matters or things particular to the Contractor shall be deemed to be within commercially reasonable rates. The obligations contained in **clauses 6.12 and 6.13** in respect of professional indemnity insurance shall continue notwithstanding termination of this Contract, or determination of the Contractor’s employment hereunder, in either case for any reason whatsoever, including (without limitation) breach by the Employer.”

Clause 6.16 Delete and substitute:

“6.16.1 If the insurance referred to in **clause 6.16** ceases to be available generally in the market to design and build contractors at commercially reasonable rates, the Contractor shall immediately give notice to the Employer so that the Contractor and the Employer can discuss the means of best protecting the respective positions of the Employer and the

Contractor in the absence of such insurance. The Contractor shall fully co-operate with any measures reasonably required by the Employer, including (without limitation) completing any proposals for insurance and associated documents, maintaining such insurance at rates above commercially reasonable rates if the Employer undertakes in writing to reimburse the Contractor in respect of the net cost of such insurance to the Contractor above commercially reasonable rates or, if the Employer effects such insurance at rates at or above commercially reasonable rates, reimbursing the Employer in respect of what the net cost of such insurance to the Employer would have been at commercially reasonable rates.”

Clause 7.2 Delete and substitute:

“7.2 The Employer may, without the consent of the Contractor, assign the benefit of this Contract or (if the Contract Particulars so state) the benefit of this Contract in respect of any Section. Any assignee shall be estopped from disputing any enforceable agreements reached between the Employer and the Contractor which arise out of and relate to this Contract (whether or not they are or appear to be a derogation from the right assigned) and which are made prior to the date of any assignment.”

Clause 7.3 Delete and insert “not used”

Clause 7.4 Delete and insert “not used”

Clause 7.5 Delete and insert “not used”

Clause 7A Delete and insert “not used”

Clause 7B Delete and insert “not used”

Clauses 7C, 7D & 7E Delete and substitute:

“7C Contractor’s Warranties - Purchasers, Tenants and Other Beneficiaries

Where clause 7C is stated in Part 2 of the Contract Particulars to apply to a Purchaser, Tenant or Other Beneficiary, the Employer may by notice to the Contractor, identifying the relevant Purchaser, Tenant or Other Beneficiary, require that the Contractor within 14 days from receipt of that notice enter into with such Purchaser, Tenant or Other Beneficiary, a Collateral Warranty in the form annexed as Schedule D (Contractor’s Collateral Warranty), or a similar form reasonably required by the Employer.

7D Contractor’s Warranties - Funders

Where clause 7D is stated in Part 2 of the Contract Particulars to apply to Funders, the Employer may by notice to the Contractor, identifying the relevant Funder, require that the Contractor within 14 days from receipt of that notice enter into with such Funder a Collateral Warranty in the form annexed as Schedule D (Contractor’s Collateral Warranty), or a similar form reasonably required by the Employer.

7E Sub-Contractors’ Warranties

Where Part 2 of the Contract Particulars provides for the giving by any Sub- Contractor of a Collateral Warranty to a Purchaser, Tenant, Funder, or Other Beneficiaries, or to the Employer, the Contractor shall within 21 days from receipt of the Employer’s notice identifying the relevant Sub-Contractor and beneficiary, deliver a Collateral Warranty duly executed by the relevant Sub-Contractor (and Contractor as relevant) in the form annexed as Schedule E (Novated Consultant’s Collateral Warranty) or Schedule F (Sub-Contractor’s Collateral Warranty) (as appropriate), or a similar form reasonably required by the Employer, subject to any amendments proposed by any such Sub-Contractor/Novated Consultant and approved by the Contractor and the Employer, such

approval not to be unreasonably delayed or withheld.

- 7F** The obligations contained in this **clause 7** shall continue notwithstanding termination of this Contract, or determination of the Contractor's employment hereunder, in either case for any reason whatsoever, including (without limitation) breach by the Employer.
- 7G** If the Contractor fails to execute any warranty requested pursuant to clauses 7C and/or 7D above, the Employer shall not be obliged to make any further payments to the Contractor under this Contract until such Deed or Deeds are duly executed and delivered to the Employer.
- 7H** If the Contractor fails to execute any warranty requested pursuant to clause 7E above, the Employer shall be entitled to withhold 10% of the total value of the relevant sub-contract works until such Deed or Deeds are duly executed and delivered to the Employer."

Clause 8.2.2 Delete and substitute:

"8.2.2 Notice of termination of the Contractor's employment shall take effect on receipt of the relevant notice."

Clause 8.4.1.3 After "remove" insert "or rectify".

Clause 8.4.1.4 Insert a new sub-clause 8.4.1.4A:

".4A fails to comply with clause 2.1.7 or 2.7.6"

Clause 8.5A Insert a new clause 8.5A:

"The Employer shall be entitled by notice to the Contractor to terminate the Contractor's employment or omit any part of the Works or any Section under this contract with the Employer if any Third Party Agreement is determined or if the Grant Funding is withdrawn. If such determination or withdrawal of Grant Funding was a result of any breach, negligence, default or omission of the Contractor and the Employer chooses to terminate the Contractor's employment the provision of clause 8.7 shall apply otherwise the provisions of clause 8.12 shall apply in the same way as if there had been a Termination by either Party pursuant to clause 8.11"

Clause 8.8 Delete.

Clause 8.11 Insert a new subclause:

"Coronavirus Event"

Clause 8.13 Insert a new clause 8.13 as follows:

"8.13.1 If, before practical completion of the Works, the carrying out of the whole or substantially the whole of the uncompleted Works is suspended for a continuous period of 3 months by reason of funding no longer being available from the Funder for the Works then (provided that the non-availability of funding has not been caused or contributed to by the error, omission, negligence or default of the Employer), the Employer may on expiry of that period of suspension give notice to the Contractor that, unless the suspension ceases within 7 days after the date of receipt of that notice, he may terminate the Contractor's employment under the Contract. Failing such cessation within that 7 day period, he may then by further notice terminate that employment. In the event of such termination the rights and obligations of the parties shall be the same as if the employment of the Contractor had been terminated by the Employer under **clause 8.11** (Termination by either party), save that the account on termination shall not include (and the Contractor shall not be entitled to recover from the Employer any direct (or indirect) loss and/or damage caused to the Contractor by the termination.

Schedule 2 In paragraph 1, delete sub-paragraph 1.4 and substitute:

“1.4 if the Named Sub-Contractor’s employment is terminated the Contractor shall himself complete any balance of the Named Sub-Contract Work left uncompleted at the date of termination. Such completion shall not be treated as a Change.”

Also in paragraph 1, delete sub-paragraphs 1.5 and 1.6.

In sub-paragraph 2.2, delete “14 days” and substitute “7 days”

Schedule 6 Delete

Schedule 7 Delete.

LIST OF SCHEDULES

SCHEDULE	DESCRIPTION
A	Novation Agreement
B	Performance Bond
C	NOT USED
D	Contractor's Collateral Warranty
E	Novated Consultant's Collateral Warranty
F	Sub-Contractor's Collateral Warranty

SCHEDULE A

NOVATION AGREEMENT

Dated 20◆◆

DEED OF NOVATION OF APPOINTMENT OF [STATE DISCIPLINE]

between

(1) THURROCK YOUTH ZONE LTD

and

(2) [CONTRACTOR]

and

(3) [CONSULTANT]

Relating to the design and construction of Thurrock Youth Zone

THIS DEED OF NOVATION is made on

20◆◆

BETWEEN:

- (1) **THURROCK YOUTH ZONE LTD** (company number 14606941) whose registered office is at Suite Ge, Atria, Spa Road, Bolton, England, BL1 4AG (**Employer**); and
- (2) **[CONTRACTOR]** (company number ◆) whose registered office is at ◆ (**Contractor**); and
- (3) **[CONSULTANT]** (company number ◆) whose registered office is at ◆ (**Consultant**).

BACKGROUND:

- A By an agreement (**Consultant's Appointment**) made on ◆ 20◆◆ between the Employer and the Consultant, the Employer appointed the Consultant to provide Services in relation to the design and construction of a youth zone and associated works at Anchor Fields Park, Thurrock.
- B It has been agreed between the Employer and the Contractor that the Contractor shall assume the obligations of the Employer under the Consultant's Appointment.
- C The Consultant consents to the substitution of the Contractor for the Employer under the Consultant's Appointment.
- D This deed of novation is supplemental to the Consultant's Appointment.

NOW THIS DEED WITNESSES as follows:

1 **RELEASE BY EMPLOYER**

The Employer releases and discharges the Consultant from further performance of the Consultant's Appointment and from all claims and demands whatsoever arising out of or in respect of the Consultant's Appointment whether arising prior to, on or subsequent to the date of this deed.

2 **RELEASE BY CONSULTANT**

The Consultant releases and discharges the Employer from further performance of the Employer's obligations under the Consultant's Appointment and from all claims and demands whatsoever arising out of or in respect of the Consultant's Appointment whether arising prior to, on or subsequent to the date of this deed.

3 **ACCEPTANCE OF LIABILITY BY CONTRACTOR**

3.1 The Contractor accepts the liabilities of the Employer under the Consultant's Appointment and agrees to perform all the duties and to discharge all the obligations of the Employer under it and to be bound by all its terms and conditions in every way as if he were named in the Consultant's Appointment as a party *ab initio* in place of the Employer. Without limiting the generality of the foregoing the Contractor acknowledges and agrees that he will receive and accept responsibility for negotiating and settling all claims and demands whatsoever against the Employer arising out of or in respect of the Consultant's Appointment whether arising prior to, on or subsequent to the date of this deed.

3.2 The Contractor acknowledges that the drawings, specifications and any other information produced by the Consultant prior to the date of this deed do not represent the final design and shall require further development after the date of this deed and that the Consultant has not advised the Contractor regarding its tender submission and in particular the sufficiency of the Contract Sum as defined in the Building Contract.

3.3 The Contractor also agrees to be bound by any provisions by which the Employer was bound in any collateral warranty granted by the Consultant pursuant to the Appointment as if he were named in such collateral warranty as a party *ab initio* in place of the Employer.

4 **ACCEPTANCE OF LIABILITY BY CONSULTANT**

4.1 The Consultant agrees to perform all its duties and to discharge all its obligations under the Consultant's Appointment and to be bound by all its terms and conditions in favour of the Contractor in every way as if the Contractor were named in the Consultant's Appointment as a party *ab initio* in place of the Employer. The Consultant further acknowledges and agrees that the Contractor shall have the right to enforce the Consultant's Appointment and pursue all claims and demands (future or existing) under the Consultant's Appointment whether arising prior to, on or subsequent to the date of this deed.

- 4.2 The Consultant warrants that it has performed and will continue to perform its duties and obligations as required under the Consultant's Appointment and that, in performing the same, it has exercised and will continue to exercise the degree of reasonable skill and care required of the Consultant under the Consultant's Appointment.
- 4.3 The Contractor shall not be precluded from recovering any losses incurred by the Contractor resulting from any breach of clause 4.2 by reason (if it be the case) that the acts or omissions causing such breach occurred before this deed took effect, or that the Employer will not incur or has not or would not have incurred any such losses.

5 **ACKNOWLEDGEMENT OF PAYMENT**

The Consultant acknowledges that up to the date of this deed it has been paid by the Employer the sum of (◆ pounds) £◆ plus VAT.

6 **CONSULTANT'S APPOINTMENT IN FORCE**

The terms and conditions of this deed represent the entire agreement between the parties relating to the novation of the Consultant's Appointment and except as specifically amended by this deed all the terms and conditions of the Consultant's Appointment remain in full force and effect.

7 **NO DISCHARGE OF CONSULTANT'S LIABILITY**

Nothing in this deed shall operate to discharge the Consultant from any liability in respect of duties performed prior to the execution of this deed.

8 **EXISTING CLAIMS**

- 8.1 In this clause the **(Existing Claims)** mean such breaches or alleged breaches of obligations under the Consultant's Appointment as are at the date of this deed the subject of adjudication, arbitration or litigation between the Employer and the Consultant, brief details of which are set out in the schedule A to this deed.
- 8.2 Notwithstanding any other provision herein, this deed shall not operate to release or discharge the Employer or the Consultant in respect of the Existing Claims.
- 8.3 The Employer hereby assigns to the Contractor the right to pursue or defend the Existing Claims in the name of the Employer.

8.4 The Contractor shall indemnify the Employer in respect of any costs, damages or expenses incurred by the Employer in consequence of the Contractor pursuing or defending the Existing Claims.

8.5 The Employer shall account to the Contractor in respect of any sums which the Employer receives from the Consultant in respect of the Existing Claims.

9 GOVERNING LAW AND INTERPRETATION

The Law of this deed is English law and the English courts shall have exclusive jurisdiction with regard to all matters arising from it.

IN WITNESS WHEREOF the parties have executed and delivered this novation as a deed the day and year first before written

[INSERT EXECUTION BLOCKS OF PARTIES]

SCHEDULE A

EXISTING CLAIMS

[delete or add details as appropriate]

SCHEDULE B
PERFORMANCE BOND

Dated

20◆◆

PERFORMANCE BOND

between

(1) [SURETY]

and

(2) [CONTRACTOR]

and

(3) THURROCK YOUTH ZONE LTD

Relating to the design and construction of Thurrock Youth Zone

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THIS DEED is dated

20◆◆

PARTIES

(1) [] (**Surety**).

(2) [] (**Contractor**).

(3) **THURROCK YOUTH ZONE LTD** (company number: 14606941) whose registered office is Suite Ge, Atria, Spa Road, Bolton, England, BL1 4AG (**Employer**).

BACKGROUND

- (A) The Employer has employed the Contractor to carry out design and construction work.
- (B) The Employer requires the Contractor to provide a bond, in the form of this deed, to the Employer.
- (C) The Surety has agreed to enter into this deed with the Employer and the Contractor for the benefit of the Employer.

AGREED TERMS

1 INTERPRETATION

The following definitions and rules of interpretation apply in this deed.

1.1 Definitions:

Building Contract: an agreement in writing dated [insert date] between the Employer and the Contractor.

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Funder: a person that has provided, or is to provide, finance in connection with:

- (a) the whole or any part of the Works or the completed Works; and/or
- (b) the site of the Works

whether such person acts on its own account, as agent for a syndicate of other parties or otherwise.

Maximum Aggregate Amount: £ [insert amount]

Works: the design, construction and completion of the building works referred to in the Building Contract, carried out by or on behalf of the Contractor in accordance with the Building Contract.

- 1.2 Clause and annex headings shall not affect the interpretation of this deed.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 This agreement shall be binding on, and enure to the benefit of, the parties to this agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.8 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.9 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.10 Any obligation on a party not to do something includes an obligation not to agree that thing to be done.
- 1.11 A reference to **writing** or **written** includes fax but not email.
- 1.12 A reference to this deed or to any other deed, agreement or document referred to in this deed is a reference to this deed or such other deed, agreement or document as varied or novated (in each case, other than in breach of the provisions of this deed) from time to time.
- 1.13 References to clauses or the annex are to the clauses [or the annex] of this deed.
- 1.14 Any words following the terms **including**, **include**, in particular, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2 PROMISE TO PAY UP TO MAXIMUM AGGREGATE AMOUNT

- 2.1 If the Contractor fails to pay any sum that becomes due from it to the Employer under or in connection with the Building Contract (including any debt, damages, interest or costs), the Surety shall pay that sum, up to the Maximum Aggregate Amount, to the Employer within ten (10) Business Days of receipt of a demand from the Employer's.
- 2.2 The Employer may deliver different demands to the Surety on different occasions, each requiring the Surety to pay the sum referred to in clause 2.1, but the Surety shall not be obliged to pay to the Employer more than the Maximum Amount in aggregate.

3 AMENDMENTS TO BUILDING CONTRACT

- 3.1 The Building Contract or the Works may be modified, amended or supplemented in any way without the consent of the Surety. No such modification, amendment or supplement shall affect, release or impair the liability of the Surety under this deed. The Surety's liability shall extend to all the liabilities of the Contractor under the Building Contract as modified, amended or supplemented.
- 3.2 The invalidity, avoidance or termination of the Building Contract (or the Contractor's employment under the Building Contract) shall not affect, release or impair the liability of the Surety under this deed.
- 3.3 No waiver, concession, allowance of time, compromise or forbearance given to, or made with, the Contractor shall affect, release or impair the liability of the Surety under this deed. The terms of this deed shall apply to the terms of any such waiver, concession, allowance of time, compromise or forbearance as they apply to the Building Contract.

4 PRIORITY OF CLAIMS AGAINST THE CONTRACTOR

- 4.1 Until the Employer has recovered all sums due to it under or in connection with the Building Contract, the Surety shall not (without the consent of the Employer, such consent not to be unreasonably withheld or delayed):
- 4.1.1 in respect of any payment made or liability under this deed, claim, rank or vote as a creditor in the liquidation of the Contractor in competition with the Employer; or
- 4.1.2 enforce any security over the assets of the Contractor in respect of any

such payment or liability in competition with the Employer.

This clause 4 shall not limit or restrict the exercise or enforcement by the Surety of its rights against any other person.

4.2 If the Surety recovers any sums in breach of clause 4.1, the Surety shall hold such sums on trust:

4.2.1 to pay to the Employer any sums due from the Contractor to the Employer under or in connection with the Building Contract, as set out in clause 4.3; and

4.2.2 subject to clause 4.2.1, for the benefit of the Surety.

4.3 The Employer may enforce this clause 4 to keep itself, or to put itself, in the position it would be in if the Surety had no rights of recourse against the Contractor or the Contractor's assets in respect of:

4.3.1 any payment made by the Surety; or

4.3.2 any liability of the Surety under this deed

but no further.

5 **CONCLUSIVE LIABILITY AND EXTENT OF LIABILITY**

5.1 For the purposes of this deed, any money judgment, award or adjudicator's decision against the Contractor in favour of the Employer under or in connection with the Building Contract shall be conclusive evidence of any liability of the Contractor to which that judgment, award or decision relates.

5.2 Subject to clause 5.1, the Surety may rely on any term of the Building Contract and may raise equivalent rights of defence in respect of any claim by the Employer under this deed as it would have had if the Surety had been named as a joint contractor with the Contractor under the Building Contract (excluding any set-off or counterclaim against the Employer).

5.3 The Employer shall not be obliged to pursue any means of recourse against the Contractor before being entitled to enforce this deed against the Surety.

5.4 The Employer may compromise, release, waive or neglect any security as it sees fit, without impairing its rights under this deed.

6 EXPIRY

- 6.1 Subject to clause 6.2, this deed shall expire on the issue of a certificate or certificates of practical completion under the Building Contract for all the Works.
- 6.2 If the Employer has made any written demand under clause 2.1 before the end of the one (1) calendar month referred to in clause 6.1, clause 6.1 shall not affect that demand and the Employer may continue its claim under that demand.
- 6.3 Whether or not this Guarantee Bond shall be returned to the Surety the obligations of the Surety shall be released and discharged absolutely on the earliest of either the satisfaction of a demand(s) up to the Maximum Aggregate Amount or the expiry date as defined in clause 6.1.

7 ASSIGNMENT

- 7.1 The Employer may assign or charge the benefit of this deed, with the prior consent of the Surety or of the Contractor (such consent not to be unreasonably withheld or delayed), to any Funder, or to any person to whom the Employer assigns the benefit of the Building Contract.
- 7.2 The Employer shall notify the Surety and the Contractor of any assignment.
- 7.3 The Contractor and the Surety shall not contend that any person to whom the benefit of this deed is assigned may not recover any sum (including any debt, damages, interest or costs) under this deed because that person is an assignee and not a named party to this deed.

8 NOTICES

- 8.1 For the purposes of this clause, but subject to clause 8.7, notice includes any other communication.
- 8.2 A notice given to a party under or in connection with this deed:
 - 8.2.1 shall be in writing and in English;
 - 8.2.2 shall be sent to the party for the attention of the contact and at the address, fax listed in clause 8.3;

8.2.3 shall be sent by a method listed in clause 8.5; and

8.2.4 unless proved otherwise is deemed received as set out in clause 8.5 if prepared and sent in accordance with this clause.

8.3 The parties' addresses and contacts are as set out in this table:

Party	Contact	Address	Fax number
Employer	Thurrock Youth Zone Ltd	Suite Ge, Atria, Spa Road, Bolton, England, BL1 4AG	
Contractor			
Surety			

8.4 A party may change its details given in the table in clause 8.3 by giving notice, the change taking effect for the party notified of the change at 9.00 am on the later of:

8.4.1 the date, if any, specified in the notice as the effective date for the change; or

8.4.2 the date five (5) Business Days after deemed receipt of the notice.

8.5 This table sets out:

8.5.1 delivery methods for sending a notice to a party under this deed; and

8.5.2 for each delivery method, the corresponding delivery date and time when delivery of the notice is deemed to have taken place provided that all other requirements in this clause have been satisfied and subject to the provisions in clause 8.6:

Delivery method	Delivery date and time
Delivery by hand.	At the time the notice is left at the address

Pre-paid first class recorded delivery post or other next working day delivery service providing proof of postage	9.00 am on the second Business Day after posting
Pre-paid airmail providing proof of postage	9.00 am on the fifth Business Day after posting
Fax.	At the time of transmission.

8.6 For the purpose of clause 8.5 and calculating deemed receipt:

8.6.1 all references to time are to local time in the place of deemed receipt; and

8.6.2 if deemed receipt would occur in the place of deemed receipt on a Saturday or Sunday or a public holiday when banks are not open for business, deemed receipt is deemed to take place at 9.00 am on the day when business next starts in the place of receipt.

8.7 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

8.8 A notice given under or in connection with this deed is not valid if sent by email.

9 **THIRD PARTY RIGHTS**

No one other than a party to this deed, their successors and permitted assignees, shall have any right to enforce any of its terms.

10 **GOVERNING LAW**

This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

11 **JURISDICTION**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this deed or its

subject matter or formation (including non-contractual disputes or claims).

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

EXECUTED as a Deed by **[SURETY]**)
acting by its lawful Attorneys in the)
presence of:)

Attorney Signature

Attorney Name (PRINT)

Attorney Signature

Attorney Name (PRINT)

Signature of Witness

Name (IN BLOCK CAPITALS)

Address

Occupation

EXECUTED as a Deed by)
[CONTRACTOR] acting by)
a Director in the presence of:)

Signature of Director

Name of Director (PRINT)

Signature of Witness

Name (IN BLOCK CAPITALS)

Address

Occupation

EXECUTED as a Deed by)
[EMPLOYER] acting by)
a Director in the presence of:)

Signature of Director

Name of Director (PRINT)

Signature of Witness

Name (IN BLOCK CAPITALS)

Address

Occupation

SCHEDULE C

NOT USED

SCHEDULE D

CONTRACTOR'S COLLATERAL WARRANTY

Dated

20◆◆

CONTRACTOR'S DEED OF WARRANTY

between

(1) [CONTRACTOR]

and

(2) [BENEFICIARY]

and

(3) *THURROCK YOUTH ZONE LTD*

Relating to the design and construction of Thurrock Youth Zone

Notes: (1) *Italicised wording to be included in funder warranties only*

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THIS DEED is dated

20◆◆

BETWEEN

- (1) **CONTRACTOR** (company number [◆]) whose registered office is at
◆ (Contractor); and
- (2) **BENEFICIARY** (company number [◆]) whose registered office is at
◆ (Beneficiary); and
- (3) **THURROCK YOUTH ZONE LTD** (company number: 14606941) whose registered office is at Suite Ge, Atria, Spa Road, Bolton, England, BL1 4AG (**Employer**).

BACKGROUND

- (A) By a contract (**Building Contract**) dated ◆ the Employer has appointed the Contractor to carry out certain design and construction works (**Works**) of a youth zone and associated works at Anchor Fields Park, Thurrock (**Development**).
- (B) The Beneficiary [has agreed to provide funding for the Development] [has agreed to take a lease of [part of] the Development [has agreed to purchase [part of] the Development].
- (C) It is a condition of the Building Contract that the Contractor enters into this deed for the benefit of the Beneficiary on the terms and conditions set out below.

NOW THIS DEED WITNESSES as follows (in consideration of the sum of £1.00 paid by the Beneficiary to the Contractor, receipt of which the Contractor hereby acknowledges):

1 **DUTY OF CARE**

1.1 The Contractor warrants to and covenants with the Beneficiary that:

- 1.1.1 it has carried out and will carry out the duties and obligations on its part to be performed under and in connection with the Building Contract with all due diligence and in accordance with and subject to the terms of the Building Contract; and
- 1.1.2 in the [design and] construction of the Works it has used and shall use all the skill, care and diligence reasonably to be expected of a competent and appropriately qualified [professional designer and] building contractor experienced in [designing and] carrying out works of a similar

size, scope, nature, complexity and value as the Works in relation to developments similar to the Development.

2 PROHIBITED MATERIALS

2.1 Without prejudice to clause 1, the Contractor warrants and undertakes to the Beneficiary that, in exercising the standard of care set out in clause 1 (and to the extent that it is obliged to select and/or approve substances or materials for use in the Development):

2.1.1 it will act in accordance with the guidance contained in the publication "*Good Practice in the Selection of Construction Materials*" (current Edition) sponsored by the British Council for Offices and the British Property Federation and the BRE Digest; and

2.1.2 no substances or materials generally known to [professional designers and] building contractors as mentioned in clause 1.1 to be deleterious to health and safety or the durability of the Works and/or the Development in the particular circumstances in which they are specified for use, and no other materials or substances which (without limitation) are prohibited by the Building Contract, or which do not comply with any applicable British or European Standard or any applicable Code of Practice, shall be specified or used.

3 PROFESSIONAL INDEMNITY INSURANCE

3.1 The Contractor warrants to the Beneficiary that there is in force a policy of professional indemnity insurance covering its liabilities for negligence and/or breach arising under or out of the Building Contract and this deed with a limit of indemnity of ♦ million pounds (£♦,000,000) in respect of each and every claim [(and for that amount in the annual aggregate in respect of claims arising out of pollution or contamination)]. The Contractor warrants to the Beneficiary that it shall maintain such insurance at all times until 12 years after the date of practical completion of the Works as certified under the Building Contract (notwithstanding that the Contractor's engagement may be terminated under the Building Contract) provided that such insurance is available to contractors of a similar size to and carrying out works similar to that of the Contractor on commercially reasonable rates having regard, inter alia, to premiums required.

3.2 If for any period such insurance is not available on such commercially reasonable rates, the Contractor shall forthwith inform the Beneficiary and shall obtain in respect of such period such reduced level of professional indemnity insurance as

is so available on commercially reasonable rates.

- 3.3 Whenever reasonably required to do so by the Beneficiary, the Contractor shall provide to the Beneficiary satisfactory documentary evidence that the insurance required hereunder is being maintained.

4 **ASSIGNMENT**

4.1 The benefit of all or any of the Contractor's obligations under this deed and/or any benefit arising under or out of this deed may be assigned by the Beneficiary without the consent of the Contractor on [two] occasions only but any assignment made pursuant to the provisions of clause 4.2 shall not count as an assignment for the purposes of this clause 4.1. In this deed references to the Beneficiary include where the context admits its permitted assignees but not so as to allow more than [two] assignments under this clause 4.1.

4.2 The benefit of all or any of the Contractor's obligations under this deed and/or any benefit arising under or out of this deed may be assigned by the Beneficiary without the consent of the Contractor in respect of any assignment:

4.2.1 by way of security and/or re-assignment on redemption of finance;

4.2.2 to or from subsidiary or other associated companies within the same group of companies as the Beneficiary.

4.3 The Contractor shall not without the prior written consent of the Beneficiary assign this deed or any benefit under this deed or in any way transfer its obligations under this deed.

4.4 The Contractor shall not be entitled to contend that any person, firm, company or body to whom this deed or any benefit under this deed is assigned in accordance with this clause 4 is precluded from recovering under this deed any loss incurred or sustained by such assignee resulting from any breach of this deed (whenever happening) by reason that such person, firm, company or body is an assignee and not a named promisee under this deed or by reason that the original Beneficiary or any intermediate Beneficiary escaped any costs by reason of the disposal of any interest in the Development or that the Beneficiary or any intermediate Beneficiary has not suffered any or as much loss as such assignee.

5 **COPYRIGHT**

5.1 The Contractor hereby grants with full title guarantee to the Beneficiary an irrevocable royalty-free non-exclusive licence to copy and use drawings, reports,

illustrations, photographs, plans, sections, specifications, designs, diagrams, calculations, bills of quantities, studies, technical data, models, programmes, memoranda and other similar documents whether in written form or stored electronically or otherwise prepared by or behalf of the Contractor in connection with the Development (Documents) and to reproduce the designs contained in them for any purpose relating to the Development including without limitation the construction, completion, extension, mortgaging, maintenance, letting, promotion, advertisement, operation, reinstatement and repair of the Development. Such licence shall include the right to the Beneficiary and its successors and assigns to grant sub-licences. The Contractor shall not be liable for any use of any of the Documents for any purpose other than that for which they were prepared and provided by the Contractor.

- 5.2 The Contractor hereby undertakes that it will not assert against the Beneficiary or any sub-licensee of the Beneficiary any right which the Contractor may have to be identified as author of any the Documents and the Contractor hereby waives any moral rights it has in the Documents (and if any of the Documents are prepared by any employee or sub-contractor of the Contractor, the Contractor shall obtain a waiver and release of any moral rights in the Documents from such employee or subcontractor) and consents to acts or omissions of the Beneficiary which would without such waiver constitute a breach or infringement of such moral rights.
- 5.3 The Contractor hereby undertakes with the Beneficiary on request at any time to give the Beneficiary and all persons authorised from time to time by the Beneficiary access to the Documents and at the Beneficiary's expense to provide copies of all or any of the Documents.
- 5.4 If the use of the Documents for the purposes of the Development is found to infringe the rights of any third person, the Contractor shall indemnify and keep indemnified the Beneficiary from and against all resulting costs, damages and expenses.

6 EXTENT OF LIABILITY

- 6.1 This deed shall not negate or diminish any duty or liability otherwise owed by the Contractor to the Beneficiary or by the Beneficiary to the Contractor.
- 6.2 No approval or inspection of the Works or of any designs or specifications and no testing of any work or materials by or on behalf of the Beneficiary and no omission to inspect or test shall negate or diminish any duty or liability of the Contractor arising under this deed and the Beneficiary will be deemed to have acted in reliance upon the Contractor complying with his obligations hereunder.
- 6.3 The Contractor shall have no liability by virtue of this Deed which is greater or of

longer duration than it would have had if the Beneficiary had been named as joint employer under the Building Contract and the Contractor shall, in defence of any claim by the Beneficiary, be entitled to raise against the Beneficiary the same defences (save for any set off or counterclaim) as it would be entitled to raise against the Employer save that the Beneficiary shall not be bound by any waiver, release and/or material variation of the terms of the Building Contract unless this is agreed by the Beneficiary in writing (such agreement not to be unreasonably withheld or delayed).

7 MISCELLANEOUS

- 7.2 No proceedings shall be commenced against the Contractor under this Deed more than 12 years after the date of practical completion of the Works as certified under the Building Contract. PROVIDED THAT nothing in this clause or under this Deed excludes or limits any right or remedy which the Beneficiary may have under;
- 7.1.1 s 38 of the Building Act 1984, or
 - 7.1.2 where and to the extent that the Works is in connection with a dwelling or dwellings, ss 1(1) and 2A of the Defective Premises Act 1972, or
 - 7.1.3 to claim a contribution in relation to any liability under that legislation in accordance with the Civil Liability (Contribution) Act 1978; or
 - 7.1.4 during such alternative extended liability period as may be prescribed by statute from time to time.
- 7.3 Any notice to be served under this deed must be in writing and must be served by hand or by recorded or special delivery and, in the case of a corporation, must be served at its registered office for the time being. In any other case notice may be served at the address of such party shown in this Deed (or such other address as such party may by notice in writing nominate for the purpose of service). Service shall take effect, if given by hand, on the date of delivery. If given by post, it shall take effect two days after posting, excluding Saturdays, Sundays and statutory holidays.
- 7.4 It is not the intention of the parties that any term or condition of this deed should be enforceable by any person other than the parties to this deed. The provisions of the Contracts (Rights of Third Parties) Act 1999 and any subsequent enactments are agreed to be excluded from this deed.
- 7.5 The law of this deed is English law and the Courts of England and Wales shall have exclusive jurisdiction with regard to all matters arising from it save in relation to the enforcement of their decisions in other jurisdictions.

8 **STEP-IN**

- 8.1 *The Contractor warrants to the Beneficiary that it shall not terminate or treat as terminated its employment under the Building Contract, or discontinue the carrying out of the Works, without first giving to the Beneficiary not less than 28 days prior written notice of the Contractor's intention to do so, specifying the grounds for so doing.*
- 8.2 *The Contractor warrants to the Beneficiary that any notice given pursuant to clause 8.1 shall be addressed jointly to and served simultaneously on the Beneficiary and the Employer.*
- 8.3 *If the Beneficiary serves on the Contractor a notice in accordance with clause 8.4, the Contractor shall not terminate or treat as terminated its employment under the Building Contract or discontinue or suspend any of its duties or obligations under the Building Contract, but service of such notice shall not prejudice any other right or remedy the Contractor may have under or in connection with the Building Contract.*
- 8.4 *Unless the employment of the Contractor shall have terminated previously (and whether or not the Contractor shall have served notice on the Beneficiary pursuant to clause 8.1), if the Beneficiary serves upon the Contractor a notice to do so the Contractor shall thereafter accept the instructions of the Beneficiary or its appointee to the exclusion of the Employer under the Building Contract.*
- 8.5 *As against the Employer and the Beneficiary the Contractor shall be entitled and obliged to rely upon and to comply with such notice served by the Beneficiary under clause 8.4, and shall not make any enquiry into the entitlement of the Beneficiary as against the Employer to serve such notice.*
- 8.6 *As from the date of service of notice under clause 8.4, the Beneficiary or its appointee shall assume all the rights and perform all the obligations of the Employer under the Building Contract, provided that this shall not affect or derogate from any right of action the Employer may have against the Contractor in respect of any prior breach of duty of the Contractor under the Building Contract.*
- 8.7 *Within 20 days after serving notice under clause 8.4 the Beneficiary shall pay to the Contractor an amount equal to the monies then properly due and payable to the Contractor under the Building Contract.*
- 8.8 *If the employment of the Contractor under the Building Contract is terminated before service of any notice under clause 8.4 then, if required to do so by notice served by the Beneficiary not later than four weeks after the date of such termination, the Contractor shall enter into a new building contract with the*

Beneficiary or its appointee on the same terms as the building contract but with such revisions as the Beneficiary shall reasonably require to reflect altered contractual circumstances. Forthwith upon the execution of such new building contract, the Beneficiary shall pay to the Contractor any monies properly due and payable to the Contractor under the Building Contract.

- 8.9 *The Beneficiary guarantees to the Contractor the performance of the obligations of any appointee of the Beneficiary nominated under clause 8.4 or clause 8.8 .*
- 8.10 *Where the Contractor has given rights in relation to the Building Contract similar to those contained in this clause 8 to any to her person, then any notice served by ♦ (or its successors or assigns) will prevail over any notice served by any other person.*
- 8.11 *The Employer concurs in the provisions of this deed and the arrangements made and contemplated by it.*

IN WITNESS whereof the parties have executed this document as a deed with the intention that it will be delivered and it is thereby delivered the day and year first before written.

[INSERT EXECUTION BLOCKS]

SCHEDULE E

NOVATED CONSULTANT'S COLLATERAL WARRANTY

Dated 20◆◆

DEED OF WARRANTY OF [STATE DISCIPLINE]

between

(1) [Consultant]

and

(2) [Beneficiary]

and

(3) [*Contractor*]

Relating to the design and construction of Thurrock Youth Zone

[Notes:

1. Clause 8 is for use in warranties with step-in rights]

THIS DEED OF WARRANTY is made on

20◆◆

BETWEEN:

- (1) **[CONSULTANT]** (company number ◆) whose registered office is at ◆
(**Consultant**); and
- (2) **[BENEFICIARY]** (company number ◆) whose registered office is at ◆
(**Beneficiary**); and
- (3) **[CONTRACTOR]** (company number ◆) whose registered office is at ◆
(**Contractor**).

BACKGROUND:

- A By a contract (**Building Contract**) dated ◆ Thurrock Youth Zone Ltd (**Employer**) has appointed ◆ (**Contractor**) to carry out and complete certain [design and] construction works (**Works**) of a youth zone and associated works at Anchor Fields Park, Thurrock (**Development**).
- B By an appointment (**Appointment**) dated ◆ between the Consultant and the Employer the Consultant agreed to provide ◆ services (**Services**) in connection with the Works. By a deed of Novation dated ◆ the Consultant's Appointment was novated to the Contractor.
- C The Beneficiary [has agreed to provide funding for the Development] [has agreed to take a lease of [part of] the Development] [has agreed to purchase [part of] the Development].
- D It is a condition of the Appointment that the Consultant enters into this deed for the benefit of the Beneficiary on the terms and conditions set out below.

NOW THIS DEED WITNESSES as follows (in consideration of the sum of £1.00 (ONE POUND) paid by the Beneficiary, receipt of which the Consultant acknowledges):

1 **DUTY OF CARE**

The Consultant warrants to and covenants with the Beneficiary that it has carried out and will carry out the duties and obligations on its part to be performed under and in connection with the Appointment and that, in performing the same, it has used and shall use all the reasonable skill, care and diligence to be expected of a suitably qualified, experienced and competent consultant experienced in performing services the like of those undertaken by the Consultant under the Appointment in relation to works of a similar size, scope, nature, complexity and value as the Works in relation to developments similar to the Development.

2 PROHIBITED MATERIALS

- 2.1 Without prejudice to clause 1, the Consultant warrants and undertakes to the Beneficiary that, in exercising the standard of care set out in clause 1 and to the extent that it is obliged to select and/or approve substances or materials for use in the Development:
- 2.1.1 it will act in accordance with the guidance contained in the publication "*Good Practice in the Selection of Construction Materials*" (current Edition) sponsored by the British Council for Offices and the British Property Federation and the BRE Digest; and
- 2.1.2 no substances or materials generally known to consultants of the Consultant's discipline as mentioned in clause 1 to be deleterious to health and safety or the durability of the Works or the Development in the particular circumstances in which they are specified for use, and no other materials or substances which are prohibited by the Building Contract, or which do not comply with any applicable British or European Standard or any applicable Code of Practice, shall be specified or approved including any materials the use of which is prohibited by the Appointment.

3 PROFESSIONAL INDEMNITY INSURANCE

- 3.1 The Consultant warrants to the Beneficiary that there is in force a policy of professional indemnity insurance covering its liabilities for negligence and/or breach arising under or out of the Appointment and this deed, with a limit of indemnity of £[],000,000.00 ([] million pounds) in respect of each and every claim and for that amount in the annual aggregate in respect of claims arising out of or in connection with pollution and contamination. The Consultant warrants to the Beneficiary that it shall maintain such insurance at all times until 12 years after the date of practical completion of the Works as certified under the Building Contract (notwithstanding that the Consultant's engagement may be terminated under this Agreement) or, if there is no Building Contract, 12 years after the date of completion (or termination) of the Services provided that such insurance is available to consultants of the Consultant's discipline in the UK on commercially reasonable rates having regard, inter alia, to premiums required.
- 3.2 If for any period such insurance is not available on such commercially reasonable rates, the Consultant shall forthwith inform the Beneficiary and shall obtain in

respect of such period such reduced level of professional indemnity insurance as is available on commercially reasonable rates.

- 3.3 Whenever reasonably required to do so by the Beneficiary, the Consultant shall provide to the Beneficiary documentary evidence in the form of an insurance certificate that the insurance required hereunder is being maintained.

4 **ASSIGNMENT**

- 4.1 The benefit of all or any of the Consultant's obligations under this deed and/or any benefit arising under or out of this deed may be assigned by the Beneficiary without the consent of the Consultant. The total number of assignments pursuant to this clause 4.1 shall not exceed two but any assignment made pursuant to the provisions of clause 4.2 shall not count as an assignment for the purposes of this clause 4.1. In this deed references to the Beneficiary include where the context admits its permitted assignees but not so as to allow more than two assignments under this clause 4.1.

- 4.2 The benefit of all or any of the Consultant's obligations under this deed and/or any benefit arising under or out of this deed may be assigned by the Beneficiary without the consent of the Consultant in respect of any assignment:

4.2.1 by way of security/ and/or re-assignment of redemption of finance;

4.2.2 to or from subsidiary or other associated companies within the same group of companies as the Beneficiary.

- 4.3 The Consultant shall not without the prior written consent of the Beneficiary assign this deed or any benefit under this deed or in any way transfer its obligations under this deed.

- 4.4 The Consultant shall not be entitled to contend that any person, firm, company or body to whom this deed or any benefit under this deed is assigned in accordance with this clause 4 is precluded from recovering under this deed any loss incurred or sustained by such assignee resulting from any breach of this deed (whenever happening) by reason that such person, firm, company or body is an assignee and not the original Beneficiary under this deed or by reason that the original Beneficiary or any intermediate beneficiary escaped any costs by reason of the disposal of any interest in the Development or that the original Beneficiary or any intermediate beneficiary has not suffered any or as much loss as such assignee.

5 **COPYRIGHT**

- 5.1 The Consultant hereby grants with full title guarantee to the Beneficiary an irrevocable royalty-free non-exclusive licence to copy and use drawings, reports, illustrations, photographs, plans, sections, specifications, designs, diagrams, calculations, bills of quantities, studies, technical data, models, programmes, memoranda and other similar documents whether in written form or stored electronically or otherwise prepared by or on behalf of the Consultant in connection with the Development (**Documents**) and to reproduce the designs contained in them for any purpose relating to the Development including without limitation the construction, completion, extension, mortgaging, maintenance, letting, promotion, advertisement, operation, reinstatement and repair of the Development. Such licence shall include the right to the Beneficiary and its successors and assigns to grant sub-licences. The Consultant shall not be liable for any use of any of the Documents for any purpose other than that for which they were prepared and provided by the Consultant.
- 5.2 The Consultant hereby undertakes that it will not assert against the Beneficiary or any sub-licensee of the Beneficiary any right which the Consultant may have to be identified as author of any the Documents and the Consultant hereby waives any moral rights it has in the Documents (and if any of the Documents are prepared by any employee or sub-contractor of the Consultant, the Consultant shall obtain a waiver and release of any moral rights in the Documents from such employee or sub-contractor) and consents to acts or omissions of the Beneficiary which would without such waiver constitute a breach or infringement of such moral rights.
- 5.3 The Consultant hereby undertakes with the Beneficiary on request at any time to give the Beneficiary and all persons authorised from time to time by the Beneficiary access to the Documents and at the Beneficiary's expense to provide copies of all or any of the Documents.
- 5.4 If the use of the Documents for the purposes of the Development is found to infringe the rights of any third person, the Consultant shall indemnify and keep indemnified the Beneficiary from and against all resulting costs, damages and expenses.

6 **EXTENT OF OBLIGATIONS**

- 6.1 This deed shall not negate or diminish any duty or liability otherwise owed by the Consultant to the Beneficiary or by the Beneficiary to the Consultant.
- 6.2 The Consultant acknowledges that the Beneficiary shall be deemed to have relied upon the Consultant's skill, care, attention and judgment in respect of those matters relating to the Development which lie within the scope of its responsibilities under

the Appointment or under this deed.

- 6.3 No approval or inspection of the Services or the Works or of any designs or specifications and no testing of any work or materials by or on behalf of the Beneficiary and no omission to inspect or test shall negate or diminish any duty or liability of the Consultant arising under this deed and the Beneficiary will be deemed to have acted in reliance upon the Consultant complying with its obligations hereunder.
- 6.4 The Consultant shall have no liability by virtue of this deed which is greater or of longer duration than it would have had if the Beneficiary had been a party to the Appointment as joint employer and the Consultant shall, in defence of any claim by the Beneficiary, be entitled to raise against the Beneficiary the same defences (save for any set off or counterclaim) as it would be entitled to raise against the Contractor. ***[(Funder only warranty INSERT) Save that the Beneficiary shall not be bound by any waiver, release, and/or variation of the terms of the Building Contract unless this is agreed by the Beneficiary in writing (such agreement not to be unreasonably withheld or delayed).]***

7 MISCELLANEOUS

- 7.2 No proceedings shall be commenced against the Consultant under this deed more than 12 years after the date of practical completion of the Works as certified under the Building Contract or, if there is no Building Contract, 12 years after the date of the completion (or termination) of the Services. PROVIDED THAT nothing in this clause or under this deed excludes or limits any right or remedy which the Beneficiary may have under;
- 7.1.1 s 38 of the Building Act 1984, or
- 7.1.2 where and to the extent that the Works is in connection with a dwelling or dwellings, ss 1(1) and 2A of the Defective Premises Act 1972, or
- 7.1.3 to claim a contribution in relation to any liability under that legislation in accordance with the Civil Liability (Contribution) Act 1978; or
- 7.1.4 during such alternative extended liability period as may be prescribed by statute from time to time.
- 7.3 Any notice to be served under this deed must be in writing excluding email and must be served by hand or by recorded or special delivery and, in the case of a corporation, must be served at its registered office for the time being. In any other case notice may be served at the address of such party shown in this deed (or such other address as such party may by notice in writing nominate for the purpose of service). Service shall take effect, if given by hand, on the date of delivery. If given by post, it shall take effect two days after posting, excluding Saturdays, Sundays and statutory holidays.

- 7.4 It is not the intention of the parties that any term or condition of this deed should be enforceable by any person other than the parties to this deed. The provisions of the Contracts (Rights of Third Parties) Act 1999 and any subsequent enactments are agreed to be excluded from this deed.
- 7.5 The law of this deed is English law and the Courts of England shall have exclusive jurisdiction with regard to all matters arising from it save in relation to the enforcement of their decisions in other jurisdictions.
- 7.6 Where the Consultant is a Partnership references in this deed to “the Consultant” shall be deemed to include reference to each and every present and future partner of such partnership and the liability of each and every such partner under this deed shall be deemed to be joint and several.

8 **STEP-IN¹**

- 8.1 *The Consultant warrants to the Beneficiary that it shall not terminate or treat as terminated its engagement under the Appointment, or discontinue the provision of their Services, without first giving to the Beneficiary not less than 14 days’ prior written notice of the Consultant’s intention to do so, specifying the grounds for so doing.*
- 8.2 *The Consultant warrants to the Beneficiary that any notice given pursuant to clause 8.1 shall be addressed jointly to and served simultaneously on the Beneficiary and the Contractor.*
- 8.3 *If the Beneficiary serves on the Consultant a notice in accordance with clause 8.4, the Consultant shall not terminate or treat as terminated its engagement under the Appointment or discontinue or suspend any of its duties or obligations under the Appointment, but service of such notice shall not prejudice any other right or remedy the Consultant may have under or in connection with the Appointment.*
- 8.4 *Unless the engagement of the Consultant shall have terminated previously (and whether or not the Consultant shall have served notice on the Beneficiary pursuant to clause 8.1), if the Beneficiary serves upon the Consultant a notice to do so, the Consultant shall thereafter accept the instructions of the Beneficiary or its appointee to the exclusion of the Contractor under the Appointment or in connection with the Appointment.*

¹ Delete if not applicable

- 8.5 *As against the Contractor and the Beneficiary the Consultant shall be entitled and obliged to rely upon and to comply with such notice served by the Beneficiary under clause 8.4, and shall not make any enquiry into the entitlement of the Beneficiary as against the Contractor to serve such notice.*
- 8.6 *As from the date of service of notice under clause 8.4, the Beneficiary or its appointee shall assume all the rights and perform all the obligations of the Contractor under the Appointment, provided that this shall not affect or derogate from any right of action the Contractor may have against the Consultant in respect of any breach of duty of the Consultant under or in connection with the Appointment happening prior to the date of service of notice by the Beneficiary under clause 8.4.*
- 8.7 *Within 20 days after serving notice under clause 8.4 the Beneficiary shall pay to the Consultant an amount equal to the fees and disbursements then properly due and payable to the Consultant under the Appointment.*
- 8.8 *If the engagement of the Consultant under the Appointment is terminated before service of any notice under clause 8.4, then if required to do so by notice served by the Beneficiary not later than four weeks after the date of such termination, the Consultant shall enter into a new Appointment with the Beneficiary or its appointee on the same terms as the appointment but with such revisions as the Beneficiary shall reasonably require to reflect altered contractual circumstances. Forthwith upon the execution of such new appointment, the Beneficiary shall pay to the Consultant an amount equal to the fees and disbursements (including reasonable cancellation fees) then properly due and payable to the Consultant under the Appointment.*
- 8.9 *Upon payment by the Beneficiary in accordance with clause 8.7 or 8.8 of an amount equal to the fees and disbursements properly due and payable by the Contractor, the Consultant shall assign to the Beneficiary all the Consultant's rights against the Contractor in respect of such unpaid fees and disbursements and shall pay to the Beneficiary any of the same subsequently received by it from the Contractor and shall repay to the Beneficiary any sums (or any parts thereof) paid to the Consultant by the Beneficiary pursuant to clauses 8.7 and 8.8 subsequently shown not to have been owing to the Consultant from the Contractor.*
- 8.10 *The Beneficiary guarantees to the Consultant the performance of the obligations of any appointee of the Beneficiary nominated under clause 8.4 or 8.8.*
- 8.11 *Where the Consultant has given rights in relation to the Appointment similar to those contained in this clause 8 to any other person, then if both the Beneficiary and any such other person serve notice under clause 8 or its equivalent, the notice*

served by ◆ (or its successors in title or assigns) will prevail over any notice served by any other person.

8.12 The Contractor agrees to the foregoing provisions of this clause 8 and agrees to be bound by them.

IN WITNESS WHEREOF the parties have executed and delivered this warranty as a deed the day and year first before written.

[INSERT EXECUTION BLOCKS OF PARTIES]

SCHEDULE F
SUB-CONTRACTOR COLLATERAL WARRANTY

Dated

20◆◆

SUB-CONTRACTOR'S DEED OF WARRANTY

between

(1) [SUB-CONTRACTOR]

and

(2) [BENEFICIARY]

and

(3) [*CONTRACTOR*]

Relating to the design and construction of Thurrock Youth Zone

Notes: (1) *Italicised wording to be included in funder warranties only*

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THIS DEED is dated

20◆◆

BETWEEN

- (1) **SUB-CONTRACTOR** (company number [◆]) whose registered office is at
◆ (Sub-Contractor); and
- (2) **BENEFICIARY** (company number [◆]) whose registered office is at
◆ (Beneficiary); and
- (3) **CONTRACTOR** (company number [◆]) whose registered office is at
◆ (Contractor).

BACKGROUND

- (A) By a contract (**Building Contract**) dated ◆, Thurrock Youth Zone Ltd (**Employer**) has appointed the Contractor to carry out certain design and construction works (**Works**) of a youth zone and associated works at Anchor Fields Park, Thurrock (**Development**).
- (B) By a contract (**Sub Contract**) dated ◆ the Contractor has appointed the Sub-Contractor to carry out certain [design and] construction works (**Sub Contract Works**) at the Development.
- (C) The Beneficiary [has agreed to provide funding for the Development] [has agreed to take a lease of [part of] the Development [has agreed to purchase [part of] the Development] [OTHER INTEREST, PLEASE STATE]
- (D) It is a condition of the Sub Contract the Sub-Contractor enters into this deed for the benefit of the Beneficiary on the terms and conditions set out below.

NOW THIS DEED WITNESSES as follows (in consideration of the sum of £1.00 paid by the Beneficiary receipt of which the Sub-Contractor acknowledges):

1 DUTY OF CARE

1.1 The Sub-Contractor warrants to and covenants with the Beneficiary that:

1.1.1 it has carried out and will carry out the duties and obligations on its part to be performed under and in connection with Sub Contract with all due diligence and in accordance with and subject to the terms of the Sub Contract; and

1.1.2 in the [design and] construction of the Sub Contract Works it has

used and shall use all the skill, care and diligence reasonably to be expected of a competent and appropriately qualified [professional designer and] building sub-contractor experienced in [designing and] carrying out works of a similar size, scope, nature, complexity and value as the Sub Contract Works in relation to developments similar to the Development.

2 PROHIBITED MATERIALS

2.1 Without prejudice to clause 1, the Sub-Contractor warrants and undertakes to the Beneficiary that, in exercising the standard of care set out in clause 1 (and to the extent that it is obliged to select and/or approve substances or materials for use in the Development):

2.1.1 it will act in accordance with the guidance contained in the publication *"Good Practice in the Selection of Construction Materials"* (current Edition) sponsored by the British Council for Offices and the British Property Federation and British Council of Offices and the BRE Digest; and

2.1.2 no substances or materials generally known to [professional designers and] building sub-contractors as mentioned in clause 1.1.2 be deleterious to health and safety or the durability of the Works or the Development in the particular circumstances in which they are specified for use, and no other materials or substances which (without limitation) are prohibited by the Sub Contract or Building Contract, or which do not comply with any applicable British or European Standard or any applicable Code of Practice, shall be specified or used.

3 PROFESSIONAL INDEMNITY INSURANCE

3.1 The Sub-Contractor warrants to the Beneficiary that there is in force a policy of professional indemnity insurance covering its liabilities for negligence and/or breach arising under or out of the Sub Contract and this deed with a limit of indemnity of ◆ million pounds (£◆,000,000) in respect of each and every claim (and for that amount in the annual aggregate in respect of claims arising out of pollution or contamination). The Sub-Contractor warrants to the Beneficiary that it shall maintain such insurance at all times until 12 years after the date of practical completion of the Works as certified under the Building Contract (notwithstanding that the Sub- Contractor's engagement may be terminated under the Sub Contract) provided that such insurance is available to sub-contractors of a similar size to and carrying out works similar

to that of the Sub-Contractor on commercially reasonable rates having regard, inter alia, to premiums required.

- 3.2 If for any period such insurance is not available on such commercially reasonable rates, the Sub-Contractor shall forthwith inform the Beneficiary and shall obtain in respect of such period such reduced level of professional indemnity insurance as is so available on commercially reasonable rates.
- 3.3 Whenever reasonably required to do so by the Beneficiary, the Sub-Contractor shall provide to the Beneficiary satisfactory documentary evidence that the insurance required hereunder is being maintained.

4 **ASSIGNMENT**

- 4.1 The benefit of all or any of the Sub-Contractor's obligations under this deed and/or any benefit arising under or out of this deed may be assigned by the Beneficiary without the consent of the Sub-Contractor on [two] occasions only but any assignment made pursuant to the provisions of clause 4.2 shall not count as an assignment for the purposes of this clause 4.1. In this deed references to the Beneficiary include where the context admits its permitted assignees but not so as to allow more than [two] assignments under this clause 4.1.
- 4.2 The benefit of all or any of the Sub-Contractor's obligations under this deed and/or any benefit arising under or out of this deed may be assigned by the Beneficiary without the consent of the Sub-Contractor in respect of any assignment:
 - 4.2.1 by way of security and/or re-assignment on redemption of finance;
 - 4.2.2 to or from subsidiary or other associated companies within the same group of companies as the Beneficiary.
- 4.3 The Sub-Contractor shall not without the prior written consent of the Beneficiary assign this deed or any benefit under this deed or in any way transfer its obligations under this deed.
- 4.4 The Sub-Contractor shall not be entitled to contend that any person, firm, company or body to whom this deed or any benefit under this deed is assigned in accordance with this clause 4 is precluded from recovering under this deed any loss incurred or sustained by such assignee resulting from any breach of this deed (whenever happening) by reason that such person, firm, company or body is an assignee and not a named promisee under this deed or by reason that the original Beneficiary or any intermediate Beneficiary escaped any costs by reason of the disposal of any interest in the Development or that the

Beneficiary or any intermediate Beneficiary has not suffered any or as much loss as such assignee.

5 **COPYRIGHT**

- 5.1 The Sub-Contractor hereby grants with full title guarantee to the Beneficiary an irrevocable royalty-free non-exclusive licence to copy and use drawings, reports, illustrations, photographs, plans, sections, specifications, designs, diagrams, calculations, bills of quantities, studies, technical data, models, programmes, memoranda and other similar documents whether in written form or stored electronically or otherwise prepared by or behalf of the Sub-Contractor in connection with the Development (**Documents**) and to reproduce the designs contained in them for any purpose relating to the Development including without limitation the construction, completion, extension, mortgaging, maintenance, letting, promotion, advertisement, operation, reinstatement and repair of the Development. Such licence shall include the right to the Beneficiary and its successors and assigns to grant sub-licences. The Sub-Contractor shall not be liable for any use of any of the Documents for any purpose other than that for which they were prepared and provided by the Sub-Contractor.
- 5.2 The Sub-Contractor hereby undertakes that it will not assert against the Beneficiary or any sub-licensee of the Beneficiary any right which the Sub-Contractor may have to be identified as author of any the Documents and the Sub-Contractor hereby waives any moral rights it has in the Documents (and if any of the Documents are prepared by any employee or sub-sub-contractor of the Sub-Contractor, the Sub-Contractor shall obtain a waiver and release of any moral rights in the Documents from such employee or sub-subcontractor) and consents to acts or omissions of the Beneficiary which would without such waiver constitute a breach or infringement of such moral rights.
- 5.3 The Sub-Contractor hereby undertakes with the Beneficiary on request at any time to give the Beneficiary and all persons authorised from time to time by the Beneficiary access to the Documents and at the Beneficiary's expense to provide copies of all or any of the Documents.
- 5.4 If the use of the Documents for the purposes of the Development is found to infringe the rights of any third person, the Sub-Contractor shall indemnify and keep indemnified the Beneficiary from and against all resulting costs, damages and expenses.

6 **EXTENT OF LIABILITY**

- 6.1 This deed shall not negate or diminish any duty or liability otherwise owed by the Sub-Contractor to the Beneficiary or by the Beneficiary to the Sub-

Contractor.

- 6.2 No approval or inspection of the Sub Contract Works or of any designs or specifications and no testing of any work or materials by or on behalf of the Beneficiary and no omission to inspect or test shall negate or diminish any duty or liability of the Sub-Contractor arising under this deed and the Beneficiary will be deemed to have acted in reliance upon the Sub-Contractor complying with his obligations hereunder.
- 6.3 The Sub-Contractor shall have no liability by virtue of this Deed which is greater or of longer duration than it would have had if the Beneficiary had been named as joint employer under the Sub Contract and the Sub-Contractor shall, in defence of any claim by the Beneficiary, be entitled to raise against the Beneficiary the same defences (save for any set off or counterclaim) as it would be entitled to raise against the Contractor save that the Beneficiary shall not be bound by any waiver, release and/or material variation of the terms of the Sub Contract unless this is agreed by the Beneficiary in writing (such agreement not to be unreasonably withheld or delayed).

7 MISCELLANEOUS

- 7.1 No proceedings shall be commenced against the Sub-Contractor under this Deed more than 12 years after the date of practical completion of the Works as certified under the Building Contract. PROVIDED THAT nothing in this clause or under this Deed excludes or limits any right or remedy which the Beneficiary may have under;
- 7.1.1 s 38 of the Building Act 1984, or
 - 7.1.2 where and to the extent that the Works is in connection with a dwelling or dwellings, ss 1(1) and 2A of the Defective Premises Act 1972, or
 - 7.1.3 to claim a contribution in relation to any liability under that legislation in accordance with the Civil Liability (Contribution) Act 1978; or
 - 7.1.4 during such alternative extended liability period as may be prescribed by statute from time to time.
- 7.2 Any notice to be served under this deed must be in writing and must be served by hand or by recorded or special delivery and, in the case of a corporation, must be served at its registered office for the time being. In any other case notice may be served at the address of such party shown in this Deed (or such other address as such party may by notice in writing nominate for the purpose of service). Service shall take effect, if given by hand, on the date of delivery. If given by post, it shall take effect two days after posting, excluding

Saturdays, Sundays and statutory holidays.

- 7.3 It is not the intention of the parties that any term or condition of this deed should be enforceable by any person other than the parties to this deed. The provisions of the Contracts (Rights of Third Parties) Act 1999 and any subsequent enactments are agreed to be excluded from this deed.
- 7.4 The law of this deed is English law and the Courts of England and Wales shall have exclusive jurisdiction with regard to all matters arising from it save in relation to the enforcement of their decisions in other jurisdictions.

8 **STEP-IN²**

- 8.1 *The Sub-Contractor warrants to the Beneficiary that it shall not terminate or treat as terminated its employment under the Sub Contract, or discontinue the carrying out of the Sub Contract Works, without first giving to the Beneficiary not less than 28 days prior written notice of the Sub-Contractor's intention to do so, specifying the grounds for so doing.*
- 8.2 *The Sub-Contractor warrants to the Beneficiary that any notice given pursuant to clause 8.1 shall be addressed jointly to and served simultaneously on the Beneficiary and the Contractor.*
- 8.3 *If the Beneficiary serves on the Sub-Contractor a notice in accordance with clause 8.4, the Sub-Contractor shall not terminate or treat as terminated its employment under the Sub Contract or discontinue or suspend any of its duties or obligations under the Sub Contract, but service of such notice shall not prejudice any other right or remedy the Sub-Contractor may have under or in connection with the Sub Contract.*
- 8.4 *Unless the employment of the Sub-Contractor shall have terminated previously (and whether or not the Sub-Contractor shall have served notice on the Beneficiary pursuant to clause 8.1), if the Beneficiary serves upon the Sub-Contractor a notice to do so the Sub-Contractor shall thereafter accept the instructions of the Beneficiary or its appointee to the exclusion of the Contractor under the Sub Contract.*
- 8.5 *As against the Contractor and the Beneficiary the Sub-Contractor shall be entitled and obliged to rely upon and to comply with such notice served by the Beneficiary under clause 8.4, and shall not make any enquiry into the entitlement of the Beneficiary as against the Contractor to serve such notice.*
- 8.6 *As from the date of service of notice under clause 8.4, the Beneficiary or its*

² Delete if not applicable

appointee shall assume all the rights and perform all the obligations of the Contractor under the Sub Contract, provided that this shall not affect or derogate from any right of action the Contractor may have against the Sub-Contractor in respect of any prior breach of duty of the Sub-Contractor under the Sub Contract.

- 8.7 *Within 20 days after serving notice under clause 8.4 the Beneficiary shall pay to the Sub-Contractor an amount equal to the monies then properly due and payable to the Sub-Contractor under the Sub Contract.*
- 8.8 *If the employment of the Sub-Contractor under the Sub Contract is terminated before service of any notice under clause 8.4 then, if required to do so by notice served by the Beneficiary not later than four weeks after the date of such termination, the Sub-Contractor shall enter into a new contract with the Beneficiary or its appointee on the same terms as the Sub Contract but with such revisions as the Beneficiary shall reasonably require to reflect altered contractual circumstances. Forthwith upon the execution of such new sub contract, the Beneficiary shall pay to the Sub-Contractor any monies properly due and payable to the Sub-Contractor under the Sub Contract.*
- 8.9 *The Beneficiary guarantees to the Sub-Contractor the performance of the obligations of any appointee of the Beneficiary nominated under clause 8.4 or clause 8.8 .*
- 8.10 *Where the Sub-Contractor has given rights in relation to the Sub Contract similar to those contained in this clause 8 to any to her person, then any notice served by ♦ (or its successors or assigns) will prevail over any notice served by any other person.*
- 8.11 *The Contractor concurs in the provisions of this deed and the arrangements made and contemplated by it.*

IN WITNESS whereof the parties have executed this document as a deed with the intention that it will be delivered and it is thereby delivered the day and year first before written.

[INSERT EXECUTION BLOCKS]

APPENDIX 1

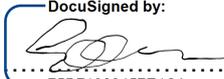
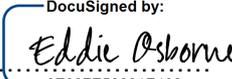
CONTRACT DOCUMENTS

Appendix 1 Contract Documents (as set out in the Contents Sheet below) have been sent to the Employer and the Contractor separately via a secure link: <https://www.imanageshare.co.uk/f/1h3iORI73TO>

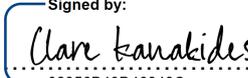
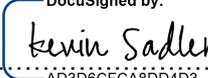
This is a contract document

The Contractor and the Employer hereby confirm that they have been provided with access to the documents contained within this Appendix 1 as sent to the Contractor and the Employer via a secure link and the Contractor and the Employer agrees that the documents contained within the secure link are to be included as Appendix 1 to this Contract.

Signed on behalf of the Contractor

DocuSigned by:  75D71923457E4CA...	DocuSigned by:  6E337E58861E402...
---	--

Signed on behalf of the Employer

Signed by:  02356B40D46848C...	DocuSigned by:  AD3D6CFC86DD4D3...
---	--

Contract Documents



Client: OnSide Youth Zones
Project: Thurrock Youth Zone

Appendix 11
List of Contract Documentation

Appendix 1 & 2:

Consultant Name: John Puttick Associates			Project Ref: 0090
Document Ref	Rev	Description	Contract
		Architectural Drawings:	
A501	00	Location Plan	✓
A1100	00	Existing Site Plan	✓
A1200	01	Proposed Site Plan	✓
A1500	00	Proposed Site Plan _500	✓
A1600	00	Site Welfare & CMP	✓
A2101	02	Proposed GA Plan 01	✓
A2102	01	Proposed GA Plan Roof	✓
A2150	00	Proposed GA RCP 00	✓
A2151	00	Proposed GA RCP 01	✓
A2200	01	Proposed Fire Strategy – Site Plan	✓
A2201	01	Proposed Fire Strategy – GA Plan 00	✓
A2202	01	Proposed Fire Strategy – GA Plan 01	✓
A2300	01	GA Plan 00 - IWS	✓
A2301	01	GA Plan 01 - IWS	✓
A2400	00	Slab Setting Out – GA Plan 00	✓
A2401	00	Slab Setting Out – GA Plan 01	✓
A2410	00	Internal Floor Finishes – GA Plan 00	✓
A2411	00	Internal Floor Finishes – GA Plan 01	✓
A2500	00	Roof Access & Maintenance Plan	✓
A3100	01	North & South Elevations	✓
A3101	01	East & West Elevations	✓
A3200	00	Boundary Treatment Elevations	✓
A3201	00	Boundary Treatment Plan	✓
A3202	00	External Finishes Plan	✓
A3210	00	Refuse Details	✓
A3215	00	Sub Station Details	✓
A4100	01	Section AA & Section BB	✓
A4200	02	Facade Sections	✓
A4201	02	Facade Sections	✓
A4202	02	Facade Sections	✓
A5000	00	Facade Details	✓

Contract Documents



Client: OnSide Youth Zones
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Appendix 11
List of Contract Documentation

A5001	00	Facade Details	✓
A5005	00	Facade Plan Detail	✓
A6000	00	Internal Elevations – Reception – Plan & RCP	✓
A6001	00	Internal Elevations - Reception	✓
A6002	00	Internal Elevations - Reception	✓
A6010	00	Internal Elevations – Lobby – Plan & RCP	✓
A6011	00	Internal Elevations - Lobby	✓
A6020	00	Internal Elevations – Rear Lobby – Plan & RCP	✓
A6021	00	Internal Elevations – Rear Lobby	✓
A6030	00	Internal Elevations - Meeting Room – Plan & RCP	✓
A6031	00	Internal Elevations - Meeting Room	✓
A6040	00	Internal Elevations – Inclusion Room Plan	✓
A6041	00	Internal Elevations – Inclusion Room RCP	✓
A6042	00	Internal Elevations – Inclusion Room	✓
A6050	00	Internal Elevations – Arts & Crafts – Plan & RCP	✓
A6051	00	Internal Elevations – Arts & Crafts Room	✓
A6060	00	Internal Elevations – Boxing/Performance – Plan & RCP	✓
A6061	00	Internal Elevations – Boxing/Performance	✓
A6070	00	Internal Elevations - Fitness Suite – Plan & RCP	✓
A6071	00	Internal Elevations - Fitness Suite	✓
A6072	00	Internal Elevations – Fitness Suite	✓
A6080	00	Internal Elevations – Kitchen Servery – Plan	✓
A6081	00	Internal Elevations – Kitchen Servery - RCP	✓
A6083	00	Internal Elevations – Kitchen Servery	✓
A6084	00	Internal Elevations – Kitchen Servery	✓
A6090	00	Internal Elevations – Hygiene Room – Plan & RCP	✓
A6091	00	Internal Elevations – Hygiene Room	✓
A6100	00	Internal Elevations – Changing Facilities & Circulation – Plan	✓
A6101	00	Internal Elevations - Changing Facilities & Circulation – RCP	✓
A6102	00	Internal Elevations - Changing Facilities & Circulation	✓
A6103	00	Internal Elevations - Changing Facilities & Circulation	✓
A6104	00	Internal Elevations - Circulation	✓
A6110	00	Internal Elevations – WCs 00 – Plan & RCP	✓
A6111	00	Internal Elevations - WCs	✓
A6115	00	Internal Elevations – WCs 01 – Plan & RCP	✓
A6120	00	Internal Elevations – Recreation Area - Plan	✓

Contract Documents



Client: OnSide Youth Zones
Project: Thurrock Youth Zone

Appendix 11
List of Contract Documentation

A6121	00	Internal Elevations - Recreation Area - RCP	✓
A6122	00	Internal Elevations - Recreation Area – Plan 01	✓
A6123	00	Internal Elevations - Recreation Area – RCP 01	✓
A6124	00	Internal Elevations - Recreation Area	✓
A6125	00	Internal Elevations - Recreation Area	✓
A6130	00	Internal Elevations – Sports Hall – Plan	✓
A6131	00	Internal Elevations - Sports Hall – RCP	✓
A6132	00	Internal Elevations - Sports Hall	✓
A6133	00	Internal Elevations - Sports Hall	✓
A6140	00	Internal Elevations – Climbing Wall - Plan	✓
A6141	00	Internal Elevations – Climbing Wall - RCP	✓
A6142	00	Internal Elevations – Climbing Wall	✓
A6150	00	Internal Elevations – One-to-One Room – Plan & RCP	✓
A6151	00	Internal Elevations – One-to-One Room	✓
A6160	00	Internal Elevations – Board-Training Room – Plan & RCP	✓
A6161	00	Internal Elevations – Board-Training Room	✓
A6170	00	Internal Elevations – Enterprise Zone - Plan	✓
A6171	00	Internal Elevations - Enterprise Zone - RCP	✓
A6172	00	Internal Elevations - Enterprise Zone	✓
A6180	00	Internal Elevations – Health & Wellbeing Room – Plan & RCP	✓
A6181	00	Internal Elevations - Health & Wellbeing Room	✓
A6190	00	Internal Elevations - General Office - Plan	✓
A6191	00	Internal Elevations - General Office - RCP	✓
A6192	00	Internal Elevations - General Office	✓
A6193	00	Internal Elevations - General Office	✓
A6200	00	Internal Elevations – General Manager Office – Plan & RCP	✓
A6201	00	Internal Elevations - General Manager Office	✓
A6210	00	Internal Elevations – Group Work Room – Plan & RCP	✓
A6211	00	Internal Elevations – Group Work Room	✓
A6220	00	Internal Elevations – Mentoring Kitchen - Plan	✓
A6221	00	Internal Elevations – Mentoring Kitchen - RCP	✓
A6222	00	Internal Elevations - Mentoring Kitchen	✓
A6230	00	Internal Elevations – Music Room & Radio Booth – Plan & RCP	✓
A6231	00	Internal Elevations - Music Room & Radio Booth - RCP	✓
A6232	00	Internal Elevations - Music Room	✓
A6233	00	Internal Elevations - Music Room	✓

Contract Documents



Client: OnSide Youth Zones
Project: Thurrock Youth Zone

Appendix 11
List of Contract Documentation

A6234	00	Internal Elevations - Radio Booth	✓
A6250	00	Internal Elevations – Film & Multimedia Room – Plan & RCP	✓
A6251	00	Internal Elevations - Film & Multimedia Room	✓
A6252	00	Internal Elevations - Film & Multimedia Room	✓
A6500	01	Internal Door Elevations	✓
A6501	00	Internal Door Elevations	✓
A6502	00	Internal Doors & Glazing	✓
A6505	00	External Glazing Elevations	✓
A6506	00	External Glazing Elevations	✓
A6507	00	External Glazing Elevations	✓
A6510	00	External Doors Elevations	✓
A6700	00	Stair 01 - Plan	✓
A6701	00	Stair 01 - Section	✓
A6702	00	Stair 01 - Section	✓
A6703	00	Stair 02 - Plan	✓
A6704	00	Stair 02 - Section	✓
A6740	00	GA-01 Void Balustrade Detail	✓
A7000	01	IWS Details	✓
A7001	01	IWS Details	✓
A7002	02	IWS Details	✓
A7003	00	IWS Details	✓
A7050	00	Door Details	✓
A7051	00	Door Details	✓
A8010	00	IWS Finish Detail	✓
A8015	00	Floor Details	✓
A8016	00	Floor Details	✓
A8017	00	Floor Details	✓
A8030	01	Rooflight Details	✓
A8035	00	Windcatcher Detail	✓
A8040	00	Window Details	✓
A8045	00	Door Details	✓
A8046	00	Door Details	✓
A8050	00	Equitone Details	✓
A8060	00	Smoke Curtain Details	✓

Contract Documents



Client: OnSide Youth Zones
Project: Thurrock Youth Zone

Appendix 11
List of Contract Documentation

Appendix 3:

Consultant Name: Ramboll		Project Ref: TYZ-RAM-	
Document Ref	Rev	Description	Contract
		Drawings Structural:	
XX-XX-DR-S-00001	T1	General Notes Sheet 1	✓
XX-XX-DR-S-00002	T1	General Notes Sheet 2	✓
XX-XX-DR-S-00002	T1	General Notes Sheet 3	✓
XX-XX-DR-S-00010	T1	3D Structural Isometrics Sheet 1	✓
XX-FN-DR-S-00301	T1	General Arrangement – Foundation Level	✓
XX-00-DR-S-00302	T1	General Arrangement – Ground Level	✓
XX-01-DR-S-00303	T1	General Arrangement – First Floor Steelwork	✓
XX-01-DR-S-00304	T1	General Arrangement – First Floor Slab	✓
XX-02-DR-S-00305	T1	General Arrangement – Lower Roof Steelwork	✓
XX-02-DR-S-00306	T1	General Arrangement – Lower Roof Purlins & Slab	✓
XX-03-DR-S-00307	T1	General Arrangement – Upper Roof Steelwork	✓
XX-03-DR-S-00308	T1	General Arrangement – Upper Roof Purlins & Slab	✓
XX-03-DR-S-00309	T1	General Arrangement – Upper Roof Steelwork	✓
XX-FN-DR-S-00321	T1	General Arrangement – Piling Layout and Schedule	✓
XX-FN-DR-S-00322	T1	General Arrangement – Heave Board Specification	✓
XX-XX-DR-S-00401	T1	Structural Elevations Sheet 1	✓
XX-XX-DR-S-00402	T1	Structural Elevations Sheet 2	✓
XX-XX-DR-S-00403	T1	Structural Elevations Sheet 3	✓
XX-XX-DR-S-00501	T1	Structural Sections Sheet 1	✓
XX-XX-DR-S-00502	T1	Structural Sections Sheet 2	✓
XX-XX-DR-S-00503	T1	Structural Sections Sheet 3	✓
XX-XX-DR-S-00601	T1	Structural Details Sheet 1	✓
XX-XX-DR-S-00602	T1	Structural Details Sheet 2	✓
XX-XX-DR-S-00603	T1	Structural Details Sheet 3	✓
XX-00-DR-S-00701	T1	Structural Loading Plan - Dead Loads - Ground Floor Level	✓
XX-00-DR-S-00702	T1	Structural Loading Plan - Superdead Loads – Ground Floor Level	✓
XX-00-DR-S-00703	T1	Structural Loading Plan – Imposed Loads – Ground Floor Level	✓
XX-01-DR-S-00704	T1	Structural Loading Plan - Dead Loads – First Floor	✓
XX-01-DR-S-00705	T1	Structural Loading Plan - Superdead Loads – First Floor	✓

Contract Documents



Client: OnSide Youth Zones
 Project: Thurrock Youth Zone

Appendix 11
 List of Contract Documentation

XX-01-DR-S-00706	T1	Structural Loading Plan – Imposed Loads – First Floor	✓
XX-02-DR-S-00707	T1	Structural Loading Plan – Dead Loads – Roof Level	✓
XX-02-DR-S-00708	T1	Structural Loading Plan - Superdead Loads - Roof Level	✓
XX-02-DR-S-00709	T1	Structural Loading Plan - Imposed Loads – Roof Level	✓
		Drawings Civil:	

Appendix 4 & 5:

Consultant Name: BWB Consulting Ltd		Project Ref: TYZ-BWB-	
Document Ref	Rev	Description	Contract
		Electrical Drawings:	
XX-XX-DR-ME-0300	P2	Utilities Services – Existing Utilities Layout	✓
XX-XX-DR-ME-0301	P5	Utilities Services – Proposed Utilities Layout – Proposed Site Plan	✓
XX-XX-DR-E-20002	P2	Electrical Legend of Symbols	✓
XX-RF-DR-E-2001	P7	Proposed Electrical Services Layout – Roof Level	✓
XX-ZZ-DR-E-2200	P4	Proposed Small Power Services Layout – Ground and First Floor	✓
XX-ZZ-DR-E-2300	P4	Proposed Lighting Services Layout – Ground and First Floor	✓
XX-XX-DR-E-2301	P5	Proposed External Lighting Layout – Site Plan	✓
XX-ZZ-DR-E-2500	P4	Proposed Fire Alarm & Security Services Layout – Ground and First Floor	✓
XX-XX-DR-E-2501	P1	Proposed External Security Layout – Site Plan	✓
XX-XX-DR-E-20001	P1	Electrical Services Typical Mounting Height Details	✓
		Mechanical Drawings:	
XX-RF-DR-M-0201	P4	Mechanical Services – Proposed Plant Layout – Roof Level	✓
XX-XX-DR-ME-0301	P5	Utilities Services – Proposed Utilities Layout – Proposed Site Plan	✓
XX-XX-DR-M-1001	P2	Mechanical Services – Legend of Symbols	✓
XX-ZZ-DR-M-1200	P3	Proposed Heating and Comfort Cooling Layouts – Ground and First Floors	✓
XX-ZZ-DR-M-1300	P4	Proposed Ventilation Layout – Ground and First Floors	✓
XX-ZZ-DR-M-1400	P3	Proposed Domestic Hot and Cold Water Services Layout – Ground and First Floors	✓
XX-ZZ-DR-M-1500	P4	Proposed Foul and Waste Above Ground Drainage Layout – Ground and First Floors	✓

Contract Documents

Client: OnSide Youth Zones
 Project: Thurrock Youth Zone



Appendix 11
 List of Contract Documentation

Appendix 6:

Consultant Name: John Puttick Associates			Project Ref: 0090
Document Ref	Rev	Description	Contract
		Documents:	
SCH-03	00	Finishes Schedule	✓
SCH-01	00	Door Schedule	✓
SCH-04	00	NBS Specification	✓
SCH-02	00	Sanitaryware Schedule	✓
SCH-05	01	Building Elements Schedule	✓
SCH-04	03	System Reference Sheet	✓
Thurrock YZ Planning CGI 1	00	Thurrock YZ_Planning CGI_01	✓
Thurrock YZ Planning CGI 2	00	Thurrock YZ_Planning CGI_02	✓
Thurrock YZ Planning CGI 3	00	Thurrock YZ_Planning CGI_03	✓
Thurrock YZ Planning CGI 4	00	Thurrock YZ_Planning CGI_04	✓

Appendix 7:

Appendix 7: Site Investigation Reports			Project Ref: 5220
Document Ref	Rev	Description	Contract
		Documents:	
22-0431.01_REP	02	Delta Simmons - Flood Risk Assessment	✓
99504.585840_REP	01	Delta Simmons – Flood Warning and Evacuation Plan	✓
99504.639351_REP	01	Delta Simmons – Flood Risk Technical Note	✓
22057_1_London Road	00	Geo Risk – Phase 1 Desk Study	✓
22057_2_London Road	00	Geo Risk – Phase 2 Ground Investigation	✓
293517388_1_	00	Detailed Unexploded Ordnance Threat & Risk Assessment	✓

Appendix 8:

Appendix 8: Existing Utilities Summary Report			Project Ref: 5220
Document Ref	Rev	Description	Contract
		Documents:	
Desktop Utilities Search	00	Thurrock Youth Zone Desktop Utilities Search	✓
XX-XX-DR-ME-0300	02	BWB Existing Utilities Layout Site Plan	✓
UM22200039	00	Warner Surveys – 2D Utility Mapping Survey	✓
Sewer Record	00	Anglian Water – Sewer Record	✓
Drainage Survey	00	Drain Alert Drainage Survey – Thurrock Youth Zone	✓

Contract Documents

Client: OnSide Youth Zones
 Project: Thurrock Youth Zone



Appendix 11
 List of Contract Documentation

CCTV Report	00	CCTV Report	✓
MH Records	00	MH Records	✓
Plan 1	00	Plan 1	✓
Marked Up Drainage Plan	00	Thurrock marked up drainage	✓

Appendix 9:

Appendix 9: Liquidated and Ascertained Damages			Project Ref: 5220
Document Ref	Rev	Description	Contract
		Documents:	
TYZ LAD Calculation	01	Thurrock Youth Zone_LAD Calculation_v1-Lost Income	✓
TYZ LAD Calculation	01	Thurrock Youth Zone_LAD Calculation_v1-Staff Costs	✓
TYZ LAD Calculation	01	Thurrock Youth Zone_LAD Calculation_v1-Summary	✓

Appendix 10:

Appendix 10: CDM Pre Construction Information			Project Ref: 5220
Document Ref	Rev	Description	Contract
		Documents:	
A1600	00	Site Welfare & CMP	✓
CDM 2015 HS File	00	CDM 2015 HS File Info List	✓
293517388	01	Detailed UXO Threat Assessment	✓
Thurrock YZ PCIP CDM 2015	01	Thurrock YZ PCIP CDM 2015 Issue 1	✓
MH01, MH02, MH03, MH04, MH05, MH06, MH07, MH08, MH09, MH10	00	Manhole Sheets – Warner Surveys	✓
Arch – JPA	00	Stage 4 Residual Risk Register – Architect	✓
MEP – BWB	00	Stage 4 Residual Risk Register – MEP	✓
Seng – Ramboll	00	Stage 4 Residual Risk Register – Structural & Civil	✓
Desktop Utilities Search	00	Warner Surveys - Thurrock Youth Zone Desktop Utilities Search	✓
UM2220039 2D	00	Warner Surveys – 2D Utility Mapping Survey	✓
XX-XX-DR-ME-0301	05	Proposed Utilities Layout – Site Plan	✓

Appendix 12:

Appendix 12: Building Control			Project Ref: 5220
Document Ref	Rev	Description	Contract
		Documents:	
P11632 – Fee	00	Thurrock Youth Zone – Building Control Fee Confirmation	✓

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P11632 – Initial Notice	00	Initial Notice 02-09-22	✓
P11632 – Water Authority	00	Water Authority Consultation 31-08-22	✓

Appendix 13:

Appendix 13: Novated Consultant Fees			Project Ref: 5220
Document Ref	Rev	Description	Contract
		Documents:	
Information Schedule - Arch	00	Thurrock Youth Zone – Architect Novated Fees	✓
Information Schedule - BC	00	Thurrock Youth Zone – Building Control Novated Fees	✓

Appendix 14:

Appendix 14: Pre-Handover Checklist			Project Ref: 5220
Document Ref	Rev	Description	Contract
		Documents:	
Pre-Handover Checklist	00	Thurrock Youth Zone – Pre-Handover Checklist	✓

Appendix 15:

Appendix 15: Maintenance Register			Project Ref: 5220
Document Ref	Rev	Description	Contract
		Documents:	
CDM Checklist	00	Thurrock Youth Zone – CDM Checklist	✓
Maintenance Register	00	Thurrock Youth Zone – Maintenance Register_Summary	✓
Maintenance Register	00	Thurrock Youth Zone – Maintenance Register_Catering Equipment	✓
Maintenance Register	00	Thurrock Youth Zone – Maintenance Register_Electrical	✓
Maintenance Register	00	Thurrock Youth Zone – Maintenance Register_Kick Pitch	✓
Maintenance Register	00	Thurrock Youth Zone – Maintenance Register_Lift	✓
Maintenance Register	00	Thurrock Youth Zone – Maintenance Register_Mechanical	✓
Maintenance Register	00	Thurrock Youth Zone – Maintenance Register_Sports Equipment	✓

Appendix 16:

Appendix 16: Changing Places Changing Room			Project Ref: 5220
Document Ref	Rev	Description	Contract
		Documents:	
Quote SO89675	00	Thurrock Youth Zone – Wealden Rehab Quote	✓

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Changing Places – 100	01	Thurrock Youth Zone – Changing Places	✓
Changing Places Specification	00	Adult Changing Places Suit Specification – OnSide 2022	✓

Appendix 17:

Appendix 17: Security CCTV Access Control Scheme			Project Ref: 5220
Document Ref	Rev	Description	Contract
		Documents:	
RS/358/RSSC/001	00	OnSide – Thurrock Youth Zone – Security Needs Assessment	✓
RS/P0668/RSSC/001	00	OnSide – Thurrock Youth Zone – Technical Security Design Specification	✓
P0668 002	01	Thurrock Youth Zone – Ground Floor Marked Up Drawing	✓
P0668 003	01	Thurrock Youth Zone – First Floor Marked Up Drawing	✓
P0668 004	01	Thurrock Youth Zone – Roof Plan Marked Up Drawing	✓
P0668 005	01	Thurrock Youth Zone – Site Plan Marked Up Drawing	✓
P0668 006	01	Thurrock Youth Zone – Access Control Schematic	✓
P0668 007	01	Thurrock Youth Zone – CCTV Schematic	✓
AXIS – A2100	01	AXIS Drawing GA Plan 00	✓
AXIS – A2101	00	AXIS Drawing GA Plan 01	✓
AXIS – A2102	00	AXIS Drawing GA Plan Roof	✓
AXIS – P1200	07	AXIS Drawing Site Plan	✓
Crime Prevention Plan	00	OnSide – Thurrock – Crime Prevention Plan	✓

Appendix 18:

Appendix 18: MEP Schedules			Project Ref: 5220
Document Ref	Rev	Description	Contract
		Documents:	
			✓

Appendix 19:

Appendix 19: PA System			Project Ref: 5220
Document Ref	Rev	Description	Contract
		Documents:	
5028 – QLC TYZ	00	Thurrock Youth Zone – ToneTec Quotation	✓
A1200_00	00	Proposed Site Plan	✓
A2100_00	00	GA Plan 00	✓
A2101_00	00	GA Plan 01	✓

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Appendix 20:

Appendix 20: Fire Strategy			Project Ref: 5220
Document Ref	Rev	Description	Contract
		Documents:	
A2200	01	Fire Strategy – Site Plan	✓
A2201	01	Fire Strategy – GA Plan 00	✓
A2202	01	Fire Strategy – GA Plan 01	✓
F12297	05	Technical Fire Strategy 08-11-24	✓

Appendix 21:

Appendix 21: Planning Permission			Project Ref: 5220
Document Ref	Rev	Description	Contract
		Documents:	
Planning Conditions Schedule	01	Thurrock Youth Zone – Planning Conditions Schedule V1	✓
Draft Conditions for Agent	00	Youth Zone – Draft Conditions for Agent	✓
908755	00	Miller Goodall - Air Quality Assessment – 908755	✓
913041	00	Application Form Redacted	✓
913063	00	Block Plan	✓
911941	00	Ecus - BNG Assessment March 2023	✓
913307	00	Ecus – BNG Assessment June 2023	✓
911947	00	BNG Metric Thurrock Youth Zone-911947_Start Page	✓
911947	00	BNG Metric Thurrock Youth Zone-A-1 Site Habitat Baseline	✓
911947	00	BNG Metric Thurrock Youth Zone-A-1 Site Habitat Creation	✓
911947	00	BNG Metric Thurrock Youth Zone-B-2 Site Habitat Creation	✓
911947	00	BNG Metric Thurrock Youth Zone-Detailed Results	✓
911947	00	BNG Metric Thurrock Youth Zone-Headline Results	✓
911947	00	BNG Metric Thurrock Youth Zone-Main Menu	✓
911947	00	BNG Metric Thurrock Youth Zone-Results	✓
913084	00	Boundary Treatment Elevations	✓
913071	00	Boundary Treatment Plan	✓
908828	00	BREEAM Pre-Assessment	✓
911950	00	BREEAM Reporting Template	✓
913341	00	Cover Letter	✓
911937	00	Design and Access Statement Part 1	✓
911938	00	Design and Access Statement Part 2	✓
913060	00	Drainage Statement	✓

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913070	00	East and West Elevations	✓
911945	00	Ecological Impact Assessment	✓
913064	00	Existing Site Plan	✓
913072	00	External Finishes Plan	✓
913076	00	Façade Section	✓
911948	00	Fire Strategy	✓
913317	00	Flood Risk Assessment	✓
913067	00	GA Plan 00	✓
913068	00	GA Plan 01	✓
913069	00	GA Plan Roof	✓
913047	00	Health Impact Assessment	✓
913048	00	Historic Environment Desk Based Assessment	✓
913062	00	Location Plan	✓
913083	00	North and South Elevations	✓
913302	00	Noise Assessment	✓
913046	00	Open Space Assessment	✓
913329	00	Phase 1 Desk Study Report	✓
913081	00	Planning Statement	✓
913059	00	Proposed External Lighting Layout	✓
913073	00	Refuse Store	✓
913075	00	Sections	✓
913353	00	Security Needs Assessment	✓
915206	00	Site Plan 500	✓
915204	00	Site Plan	✓
913057	00	Statement of Community Consultation	✓
913074	00	Substation	✓
913061	00	Transport Statement	✓
913313	00	Tree Report AIA and AMS	✓
913054	00	UXO Threat Assessment	✓

Appendix 22:

Appendix 22: Landscape		Project Ref: 5220	
Document Ref	Rev	Description	Contract
		Documents:	
7179.01	C	Landscape Proposal	✓

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Appendix 23:

Appendix 23: Value Engineering			Project Ref: 5220
Document Ref	Rev	Description	Contract
		Documents:	
1086		Thurrock Youth Zone – Priced VE	✓
		02 – Fire Curtains Quotes/A1:	
		Quote 21247_0	✓
		04 – Omit Ceilings & Acoustic:	
0090/A2151	01	GA RCP 01: TYZ – Ceiling VE Mark-Up	✓
		05 – Cycle & Bin Store Alternative Spec:	
		CE Market Wind Load Test Model Z	✓
		IMG_1451	✓
		IMG_1452	✓
		IMG_1453	✓
		09 – Kick Pitch Alternative/ETC Sports Surfaces:	
		DJI_0105	✓
		DJI_0109	✓
		ETC	✓
		Twin Wire With Recess & Basketball	✓
		Twin Wire With Recess & Goal Lintel	✓
		09 – Kick Pitch Alternative/SEL:	
		STM (Synthetic Turf Management)	✓
		Thurrock Youth Zone – Roll Plan Design (STM)	✓

Appendix 24:

Appendix 24: Tender Quality Submission			Project Ref: 5220
Document Ref	Rev	Description	Contract
		Documents:	
		Section 1 – Qualitative Questions	✓

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Section 1:

Preliminaries		Project Ref: 5220	
Document Ref	Rev	Description	Contract
		Documents:	
TYZ Preliminaries & Works Info	00	Preliminaries & Works Info	✓
TYZ Pricing Schedule	00	Preliminaries Part B Pricing Schedule	✓

Section 2:

Building Contract		Project Ref: 5220	
Document Ref	Rev	Description	Contract
		Documents:	
Building Contract Amendments	00	Building Contract Amendments (JCT DB 2016) – Thurrock Youth Zone	✓
Schedules to Contract	00	Schedules to Contract (JCT DB 2016) – Thurrock Youth Zone	✓

Section 3:

Employer Specific Requirements		Project Ref: 5220	
Document Ref	Rev	Description	Contract
		Documents:	
OnSide Client Requirements	Rev I	OnSide Client Requirements April 2023 Issue 1 - Thurrock	✓

Section 4:

Architectural Specifications		Project Ref: 5220	
Document Ref	Rev	Description	Contract
		Documents:	
SCH-04 – SRS	00	System Reference Sheet	✓
SCH-04 – SPEC	03	Thurrock Youth Zone Specification	✓

Section 5:

Structural Specifications		Project Ref: 5220	
Document Ref	Rev	Description	Contract
		Documents:	
TYZ-RAM-XX-XX-RG-S-00002	00	Thurrock Youth Zone Cost Risk Register	✓
TYZ-RAM-XX-XX-SP-S-00001	01	Steelwork Specification	✓

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TYZ-RAM-XX-XX-SP-S-00002	01	Concrete Specification	✓
TYZ-RAM-XX-XX-SP-S-00003	01	Piling Specification	✓

Section 6:

BREEAM		Project Ref: 5220	
Document Ref	Rev	Description	Contract
		Documents:	
Tender Stage Tracker – Cover	00	Thurrock Youth Zone BREEAM Tender Stage Tracker Cover	✓
Tender Stage Tracker – Issues	00	Thurrock Youth Zone BREEAM Tender Stage Tracker Issues	✓
Tender Stage Tracker – Results	00	Thurrock Youth Zone BREEAM Tender Stage Tracker Results	✓

Section 7:

Mechanical Specifications		Project Ref: 5220	
Document Ref	Rev	Description	Contract
		Documents:	
TYZ-BWB-00-XX-SP-M-0001	01	Mechanical Specification	✓

Section 8:

Electrical Specifications		Project Ref: 5220	
Document Ref	Rev	Description	Contract
		Documents:	
TYZ-BWB-00-XX-SP-E-0001	02	Electrical Specification	✓

Section 9:

Contractors Proposals		Project Ref: 5220	
Document Ref	Rev	Description	Contract
		Documents:	

Section 10:

Kitchen Fit Out		Project Ref: 5220	
Document Ref	Rev	Description	Contract
		Documents:	
Youth Zone – Thurrock – NWCE	00	NWCE Quotation	✓

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Youth Zone – Thurrock – NWCE	00	NWCE Proposals	✓
NWCE9090BT -2	01	Proposed Layout – Elevations	✓
NWCE9090BT -1	01	Proposed Layout	✓
GA Plan 00 DWG	00	TYZ – A2100 GA Plan 00	✓

Section 11:

Climbing Wall		Project Ref: 5220	
Document Ref	Rev	Description	Contract
		Documents:	
Climbing Wall Proposal	00	TYZ – Climbing Wall Concept Proposal	✓

Section 12:

Incoming Utility Services		Project Ref: 5220	
Document Ref	Rev	Description	Contract
		Documents:	
TYZ-BWB-XX-XX-DR-ME-0301	05	Proposed Utilities Layout – Site Plan	✓
Utilities Tracker	00	Thurrock Youth Zone – Utilities Tracker	✓
Utilities Tracker - Diversions	00	Thurrock Youth Zone – Utilities Tracker – Diversion	✓
Utilities Tracker – Connections	00	Thurrock Youth Zone – Utilities Tracker – New Connections	✓
LOND 305262 Quotation	00	LOND 305262 Quotation	✓
8500302715	00	Quote London Road RM18 8BY	✓
Full Fibre Infrastructure	N/A	Full Fibre Infrastructure – Thurrock Youth Zone	✓
Full Fibre Infrastructure	N/A	Full Fibre Infrastructure for New Development	✓
VAT Guidelines	02	VAT Guidelines v2	✓

Section 13:

Sports Equipment		Project Ref: 5220	
Document Ref	Rev	Description	Contract
		Documents:	
Dynamik – Herculian Colour Cards	00	Dynamik – Herculian Colour Cards	✓
Dynamik – Komfort Elite Play	00	Dynamik – Komfort Elite Play	✓
Dynamik – Komfort Plus	00	Dynamik – Komfort Plus	✓
Dynamik – Multi Flex	00	Dynamik – Multi Flex	✓
Dynamik – Sports Flooring Accessories	00	Dynamik – Sports Flooring Accessories	✓

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Dynamik Quotation	00	Dynamik Quotation	✓
Universal Quotation	00	Universal Quotation	✓
No 1011	00	No 1011	✓
No 1021	00	No 1021	✓
No 1051	00	No 1051	✓
No 1081	00	No 1081	✓
No 1161	00	No 1161	✓
No 1261	00	No 1261	✓
No 2211	00	No 2211	✓
No 2221	00	No 2221	✓
No 3251	00	No 3251	✓
No 3261	00	No 3261	✓
No 3361	00	No 3361	✓
No 3501	00	No 3501	✓
No 7351	00	No 7351	✓

Section 14:

Contract Sum Analysis		Project Ref: 5220	
Document Ref	Rev	Description	Contract
		Documents:	
Contract Sum Analysis	00	Contract Sum Analysis Contract Issue	✓