

DATED 27TH AUGUST 2025

LIVEST WEST HOMES LTD

- AND -

WESTCOUNTRY MAINTENANCE SERVICES LTD

BUILDING CONTRACT

Incorporating and Amending

The JCT Minor Works Building Contract 2016



Stephens Scown LLP
Curzon House
Southernhay West
Exeter, EX1 1RS

Stephens Scown LLP
Osprey House
Malpas Road
Truro, TR1 1UT

Stephens Scown LLP
1 High Cross Street
St Austell
PL25 4AB

(Ref: JG/ADVA.6.2)

This **DEED** is dated 11th September **2025**

Parties:

- (1) **LiveWest Homes Ltd** incorporated and registered in England and Wales with company number 7724 whose registered office is at 1 Wellington Way, Exeter, EX5 2FZ (**Employer**).
- (2) **Westcountry Maintenance Services LTD** incorporated and registered in England and Wales with company number 06374970 whose registered office is The Gilberries, New Street, Torrington, Devon, EX38 8BY (**Contractor**).

Background:

- A. The Employer wishes to procure the construction of certain works.
- B. The Contractor has agreed to carry out the construction of those works, as required by this agreement.
- C. The Employer and Contractor have agreed to incorporate and amend the JCT Minor Works Building Contract, 2016 edition as set out in this agreement.

Operative Provisions:

1. INTERPRETATION

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

1.1 Definitions:

"JCT Articles"	the section of the JCT Minor Works Building Contract, 2016 edition titled "Articles".
"JCT Attestation"	the section of the JCT Minor Works Building Contract, 2016 edition titled "Attestation".
"JCT Contract Particulars"	the section of the JCT Minor Works Building Contract, 2016 edition titled "Contract Particulars".
"JCT Conditions"	the section of the JCT Minor Works Building Contract, 2016 edition titled "Conditions".
"JCT Minor Works Building Contract, 2016 edition"	the JCT Minor Works Building Contract, 2016 Edition, including any published amendments to that contract.

"JCT Recitals" the section of the JCT Minor Works Building Contract, 2016 edition titled "Recitals".

"Schedule of Amendments" the parties, background, agreed terms and schedules forming this part of this agreement, which amend the JCT Minor Works Building Contract, 2016 edition.

- 1.2 The definitions in the JCT Minor Works Building Contract, 2016 edition have the same meaning in this agreement as in the JCT Minor Works Building Contract, 2016 edition unless the meaning given in the JCT Minor Works Building Contract, 2016 edition is different from, or conflicts with, the meaning given in the Schedule of Amendments, in which case the Schedule of Amendments prevails.
- 1.3 The schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the schedules.
- 1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Any obligation on a Party not to do something includes an obligation not to allow that thing to be done.
- 1.6 A reference to this agreement or to any other agreement or document referred to in this agreement is a reference to this agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this agreement) from time to time.
- 1.7 References to clauses, schedules and annexes are to the clauses, schedules and annexes of this agreement and references to paragraphs are to paragraphs of the relevant schedule.
- 1.8 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.
- 1.9 Without prejudice to clause 1.2, in case of any difference, discrepancy or conflict between the Schedule of Amendments and the JCT Minor Works Building Contract, 2016 edition, the Schedule of Amendments shall prevail.

2. INCORPORATING AND AMENDING THE JCT MINOR WORKS BUILDING CONTRACT

2.1 This agreement incorporates and amends the JCT Minor Works Building Contract, 2016 edition as follows:

- (a) it incorporates the JCT Recitals, as amended by Part 1 of Schedule 1;
- (b) it incorporates the JCT Articles, as amended by Part 2 of Schedule 1;
- (c) it incorporates the JCT Contract Particulars, as amended by Part 3 of Schedule 1; and
- (d) it incorporates the JCT Conditions, as amended by Part 4 of Schedule 1.



2.2 This agreement does not incorporate the JCT Attestation.

3. GOVERNING LAW

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

This document has been signed and is delivered and takes effect on the date stated at the beginning of it.

<p>Signed by ,</p> <p>by two signatories:</p> <p>Anthea.sussex@wms-gb.com</p>	<p><i>A E Sussex</i></p> <p><small>A.E.Sussex (Sep 24, 2025 14:30:41 GMT+1).....</small></p> <p>Signature</p>
	<p>...ANTHEA SUSSEX.....</p> <p>Name (in Block capitals)</p>
<p>Michael.sussex@wms-gb.com</p>	<p><i>M Sussex</i></p> <p>.....</p> <p>Signature</p>
	<p>..MICHAEL SUSSEX.....</p>

	Name (in Block capitals)
Signed by LiveWest, acting by two signatories:	 Signature
	ANDREW SLOMAN..... Name (in Block capitals)
	 Signature
	MARTIN LIGHTFOOT..... Name (in Block capitals)

SCHEDULE 1

SCHEDULE OF AMENDMENTS

Part 1

Recitals

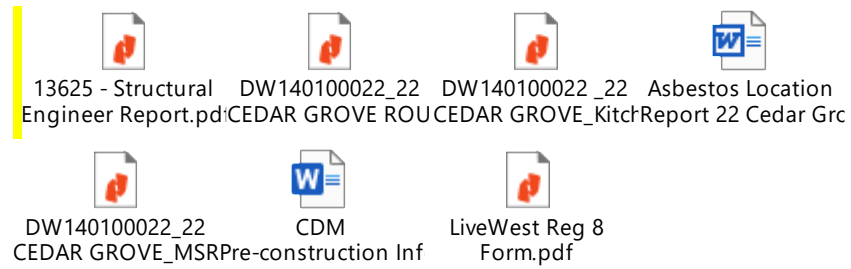
1. First Recital

Complete the First Recital with this description of the Works:

22 Cedar Grove, Roundswell, Barnstaple. EX31 3QT – Post fire refit

2. Second Recital

Complete the Third Recital identifying the Employer's documents prepared which show and describe the work to be done:



Part 2

Articles

1. Article 2: Contract Sum

Complete Article 2 with this Contract Sum:

FIFTY TWO THOUSAND, FOUR HUNDRED AND NINE POUNDS AND NO PENCE - (£52,409.00)

2. Article 3: Architect / Contract Administrator

Complete Article 3 with this Architect / Contract Administrator:

LiveWest Homes Ltd

3. Article 4: Principal Designer

Complete Article 4 with this Principal Designer:

LiveWest Homes Ltd

4. Article 5: Principal Contractor

Complete Article 5 with this Principal Contractor:

Westcountry Maintenance Services Ltd

5. New Article 9: SCHEDULE OF AMENDMENTS

The Employer and the Contractor agree that the modifications in the Schedule of Amendments attached hereto (as initialled by the parties) are incorporated into this Contract and the provisions of this agreement, the Contract Particulars, the Conditions and the Schedules annexed to the Conditions shall have effect as modified by the Schedule of Amendments which together comprise the 'Contract'.

PART 3

Contract Particulars

JCT Contract Particulars: incorporation into this agreement

The JCT Contract Particulars shall take effect in this agreement, as follows:

<i>Clause etc.</i>	<i>Subject</i>	
Fourth Recital and Schedule 2 (paragraphs 1.1,1.2,1.5,1.6, 2.1 and 2.2)	Base Date	11 th July 2025
Fourth Recital and clause 4.2	Construction Industry Scheme (CIS)	Employer at the Base Date is not a contractor for the purposes of the CIS
Fifth Recital	CDM Regulations	The project is notifiable
[Sixth Recital	Framework Agreement	N/A
Seventh Recital and Schedule 3	Collaborative working	Supplemental Provision 1 applies.
	Health and safety	Supplemental Provision 2 applies.
	Cost savings and value improvements	Supplemental Provision 3 does not apply
	Sustainable development and environmental considerations	Supplemental Provision 4 does not apply
	Performance indicators and monitoring	Supplemental Provision 5 does not apply
	Notification and negotiation of disputes	Supplemental Provision 6 does not apply
	Where Supplemental Provision 6 applies and the respective nominees of the Parties	Employee's nominee: N/A Contractor's nominee: N/A
Article 7	Arbitration	Article 7 and clauses Schedule 1 (Arbitration) do not apply)
2.2	Works commencement date	TBC - 2025
2.2	Date for Completion of the Works	TBC - 2025
2.8	Liquidated damages	N/A

<i>Clause etc.</i>	<i>Subject</i>	
2.10	Rectification Period	6 months from the date of practical completion of the Works
4.3	Interim payments – Interim Valuation Dates	N/A
4.3	Payments due prior to practical completion – percentage of the total value of work etc.	95%
	Payments becoming due on or after practical completion – percentage of the total amount to be paid to the Contractor	97.5%
4.3 and 4.8	Fluctuations Provision	No Fluctuations Provision applies
4.8.1	Supply of documentation for computation of amount to be finally certified	6 months from the date of practical completion
5.3	Contractor's Public Liability Insurance – injury to persons or property – the required level of cover is not less than	£10m For any one occurrence or series of occurrences arising out of one event
5.4A, 5.4B and 5.4C	Insurance of the Works etc. – alternative provisions	Clause 5.4C (Works and existing structures insurance by other means) applies
5.4A and 5.4B	Percentage to cover professional fees	15 per cent
5.4C	Insurance arrangements – details of the required policy or policies	As set out in the tender
9.2.1	Adjudication	The Adjudicator is to be named by the
	Nominating body – where no Adjudicator is named or where the named Adjudicator is unwilling or unable to act (whenever that is established)	Construction Industry Council

PART 4

Amendments to Conditions

Clause 1.1 Definitions

Insert and amend definitions as follows:

Applicable Laws	Insert new definition: means all applicable laws, statutes, regulations and codes from time to time in force.
The way we work in customers homes	Insert new definition: the Employer's code of conduct for working on site – Please see titled document attached
Conditions	In the definition of 'Conditions' at the end insert '(as modified in accordance with Article 9).
Contractor's Documents	Insert new definition: means the drawings details and specifications of materials, goods and workmanship and other related documents prepared by or for the Contractor in connection with the Works.
Data Protection Legislation	Insert new definition: means the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications)[; and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party.
Equality and Diversity Policy	Insert new definition: the Employer's equality and diversity policy
Employer Policies	Insert new definition: all policies, protocols, guidance and requirements of the Employer or prepared on its behalf including but not limited to the Modern Slavery Policy, the way we work in our customers homes, Equality and Diversity Policy, Environmental and Sustainability

Policy (which are available to the Contractor upon request) and any other policies, protocols, guidance and requirements notified to the Contractor (for which copies have been supplied by the Employer) as amended from time to time.'

Environmental and Sustainability Policy

Insert new definition:

the Employer's environmental and sustainability policy

Financial Distress Event

Insert new definition:

any circumstance or event that causes or is likely to cause any material, or prolonged financial difficulty including but not limited to any:

- (a) fall in credit rating below 3
- (b) inability and/or failure to meet the demands of any institutional lender or trade creditor
- (c) material breach of any funding agreement.

Funder

Insert new definition:

such party (acting for itself and, where he leads for a syndicate of persons, as agent and trustee for them) who agrees to provide or is providing finance for the carrying out of the Works or on the security of the completed Works.

Modern Slavery Policy

Insert new definition:

the Employer's anti-slavery and human trafficking policy

Pandemic Event

Insert new definition:

- a) any pandemic (including, but not limited to, the COVID-19 coronavirus outbreak and/or any mutation thereof and any other outbreak of an infectious human disease),
- b) any measures, recommendations, regulations and legislation issued by the government and/or public authorities in relation to any pandemic from time to time, and/or
- c) any consequences of any pandemic which are outside the reasonable control of the Contractor, which affects the Works including without limitation the Contractor

being unable to reasonably access the Site, delay in or non-delivery of any materials required for the Works, the Contractor being unable to reasonably adequately resource the Works.

Purchaser Insert new definition:

any purchaser of the whole or part of the Site upon which the Works are situated whether by way of freehold or long leasehold interest.

Tenant Insert new definition:

any first tenant of the whole or any part of the Site upon which the Works are situated.

Clause 1.5 Contracts (Rights of Third Parties) Act 1999

Delete clause 1.5 and insert:

'1.5 Other than the rights of any Funder, Purchaser or Tenant pursuant to Article 11, nothing in this Contract confers or is intended to confer any right to enforce any of its terms on any person who is not a party to it.'

Clause 1.7 Consents and approvals

1.7.2 Delete 'either Party's consent under clause 3.1' and insert 'clause 3.1.2'.

Clause 1.9 Variation in writing

Insert a new clause 1.9 as follows:

'1.9 No variation of this Contract shall be valid or effective unless it is in writing, refers to this Contract and is duly executed by, or on behalf of, each Party.'

Section 2 Carrying out the Works

'2.1.4 Add a new clause 2.1.4 as follows:

The Contractor shall not use, permit to be used or specify for use, and will use reasonable skill and care to ensure that others do not use, permit to be used or specify for use in the design and/or construction of the Works any materials which are not (or which incorporate substances which are not) in conformity with relevant British or

European standards or Codes of Practice or generally known within the construction industry at the time of specification and/or use to be dangerous or hazardous to health and safety or deleterious to the integrity or durability of the Works (or any part(s) thereof) in the particular circumstances in which they are used or which are otherwise not in accordance with legal and regulatory requirements and/or the guidelines contained in the edition of the publication 'Good Practice in the Selection of Construction Materials' published by The British Council for Offices current at the date of this Contract. If, in the performance of its duties under this Contract the Contractor becomes aware that it or any other person has specified or used any such products or materials, the Contractor shall notify the Employer in writing immediately and propose alternative materials for use, provided always that the Contractor shall not be entitled to any additional monies or to any extension of time under this Contract as a result of the subsequent specification and/or use of such alternative materials. The Contractor shall wherever possible procure materials goods and services from suppliers manufacturers or other service providers who are approved under an Advantage South West Framework.'

Clause 2.7 Extension of time

In line 4 after ' , including' insert 'a Pandemic Event,'

Clause 2.12 Copyright licence

Insert new clause 2.12 as follows:

- '2.12.1 The Contractor, as beneficial owner, grants to the Employer an irrevocable, royalty-free, non-exclusive licence to:
 - 2.12.1.1 copy and use the Contractor's Documents; and
 - 2.12.1.2 reproduce the content of the Contractor's Documents for any purpose relating to the Works including without limitation, the construction, completion, maintenance, letting, sale, promotion, advertisement, reinstatement, refurbishment and repair of the Works
- 2.12.2 The licence granted under clause 2.12.1 shall be without limit of time, carry the right to grant sub-licences and be transferable to third parties.'

Clause 2.13 Modern Slavery

Insert new clause 2.13 as follows:

2.13	Modern Slavery
2.13.1	The Contractor undertakes, warrants and represents that:
2.13.1.1	neither the Contractor nor any of its officers, employees, agents or subcontractors has: <ul style="list-style-type: none"> (a) committed an offence under the Modern Slavery Act 2015 (a MSA Offence); or (b) been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or (c) become aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015.
2.13.1.2	it shall comply with the Modern Slavery Act 2015 and the Modern Slavery Policy;
2.13.1.3	it shall notify the Employer immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents or subcontractors have breached or potentially breached any of the Contractor's obligations under this clause.
2.13.2	Where the Contractor delegates or sub-contracts any of its duties or obligations under this Contract it shall at all times remain liable to the Employer for the performance of all of its duties and obligations under this clause. The contract that the Contractor has with a sub-contractor must:
2.13.2.1	be in writing;
2.13.2.2	contain substantially the same provisions as those provisions in this agreement, including an obligation to comply with the Modern Slavery Act 2015 and the Modern Slavery Policy; and
2.13.2.3	prohibit the sub-contractor from sub-contracting the services it has agreed with the Contractor to provide
2.13.3	If the Employer agrees that the Contractor may subcontract its obligations, the Contractor shall ensure it has the ability to audit its

- sub-contractor to ensure compliance with the Modern Slavery Policy.
- 2.13.4 The Contractor shall during the term of this Contract and for the period of six years thereafter maintain such records relating to the Work to trace the supply chain of Work and to enable the Employer to determine the Contractor's compliance with the Modern Slavery Policy.
- 2.13.5 The Employer (or a third party acting on its behalf) shall have the right from time to time at its own cost to conduct an audit of the Contractor's operations, facilities and working conditions and its quality, environmental, ethical and health and safety procedures and systems to ensure the Contractor has the appropriate facilities, procedures, systems and personnel appropriate to and as may be required for the Contractor to perform the works in accordance with this agreement and the Modern Slavery Policy and for that purpose shall be entitled to have access to the Contractor's premises and to any premises of the Contractor's sub-contractors or agents where the works are being performed during normal working hours on giving reasonable notice to the Contractor.
- 2.13.6 The Contractor shall, at its own cost, perform appropriate remediation actions to address any issues or failures identified by an audit carried out within such timescales as are agreed with the Employer. The nature of the remediation action to be taken is at the discretion of the Contractor, but such action must address the relevant findings of the audit.
- 2.13.7 The Contractor shall conduct a programme of regular training for its officers, employees, agents, subcontractors and other members of its supply chain to ensure compliance with the Modern Slavery Policy.
- 2.13.8 The Contractor shall keep a record of all training offered and completed and shall make a copy of such records available to the Employer on request
- 2.13.9 The Contractor shall indemnify and hold harmless the Employer and its directors, officers and employees in full and on demand from and against any and all liabilities, claims, fines, demands, damages, losses or expenses (including legal and other professional advisers' fees and disbursements), interest and penalties incurred by them howsoever arising whether wholly or in part resulting from a breach of the Modern Slavery Policy.

Clause 2.14: Employer Policies

Insert new clause 2.14

2.14 Employer's Policies

- 2.14.1 The Contractor shall use reasonable endeavours to follow and comply with the Employer Policies.

Section 3 Control of the Works

Clause 3.1 Assignment

Delete clause 3.1 and insert clauses 3.1.1 and 3.1.2 as follows:

- 3.1.1 The Employer may assign or charge the benefit of this Contract at any time without the Contractor's consent.
- 3.1.2 The Contractor shall not assign, novate or charge the benefit of this Contract without the Employer's prior written consent.'

Clause 3.7 Provisional sums

In line 1, delete 'The' and replace with 'Where required by the Employer, the'.

Clause 4.8 Final certificate and final payment

- 4.8.2 In line 9, after 'by the Employer by its final date for payment)', insert ', subject to any notice given by the paying Party under clause 4.5.4,'.

Section 5 Injury, Damage and Insurance

Clause 5.2A Contractor's Liability —nuisance and trespass to adjoining land

Insert the following clause 5.2A

- 5.2A The Contractor shall prevent any trespass, public or private nuisance (including, without limitation, any such 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 tenant or occupier of the building(s) in which the Works are to be carried out, any adjoining neighbour or land owner, tenant or occupier or any statutory undertaker arising out of the carrying out of the Works or of any obligation pursuant to clause 2.10 and shall assist the

Employer in defending any action or proceedings which may be started in relation thereto. The Contractor shall be responsible for and shall pay or shall allow the Employer any direct loss and expense which the Employer incurs as a result of such trespass, nuisance or interference, save only where such trespass, nuisance or interference is the consequence of a variation or other instruction (which is not the result of any negligence, default or breach of the contract by or on behalf of the Contractor or the Contractor's Person) and shall not have been avoided by the Contractor using reasonable and practical means.'

Section 6 Termination

Clause 6.5 Insolvency of Contractor

- 6.5.1 After 'insolvent' insert: 'then such event shall constitute a default and breach by the Contractor of this Contract and'.

Clause 6.7 Consequences of termination under clauses 6.4–6.6

- 6.7 At end of heading, insert 'and 15'

In line 1, after '6.5' delete 'or'. After '6.6' insert 'or 15'.

Clause 6.12 Consequences of termination—conclusion of working on site

Insert the following new clause 6.12

- '6.12 If the Contractor's employment is terminated under this Contract or this Contract is terminated, repudiated or discharged in any other manner, the Contractor shall immediately carry out the Employer's instructions regarding conclusion of working on site. This clause applies even if the Contractor challenges the validity of the termination, repudiation or discharge.'

Section 7 Settlement of Disputes

Clause 7.2 Adjudication

- 7.2 Renumber as clause 7.2.1 and insert new clause 7.2.2 as follows:

'If either Party intends to dispute the Adjudicator's decision it must serve a notice on the other Party stating its intention to refer the dispute for final determination by way of court proceedings. If neither Party serves

such notice within 28 days of the Adjudicator's decision, the Adjudicator's decision will be final and binding on the Parties.'

Clause 7.3 Arbitration

7.3 Delete clause and insert: 'Number not used'.

PART 5: ADDITIONAL CONDITIONS

1. NEW CLAUSES

Insert the following new clauses:

1.1 New Clause 8: Confidentiality

Clause 8: Confidentiality

- 8.1 Information concerning the Contract including any information obtained either by the Contractor or by any person whether employed by him or working under his direction in the course of executing the Works is strictly confidential. All such information must be used by the Contractor and any other persons solely for the purpose of the Contract and shall not, at any time, be otherwise disclosed for any reason whatsoever without prior express written agreement of a director or senior executive of the Employer.
- 8.2 The Contractor shall ensure that all persons whether employed by him or working under his direction in the course of executing the Works are expressly made aware of and abide strictly with this confidentiality provision.

1.2 New Clause 9: Health and Safety

Clause 9: Health and Safety

- 9.1 The Contractor is to allow the Employer and the Employer's health and safety surveyor ('the Surveyor') access at all reasonable times to enable the surveyor to inspect the site and work and materials and to carry out a health and safety audit for the Employer.
- 9.2 The Contractor shall inspect and examine the site and advise the Employer of any areas that are unsafe for the carrying out of the work pursuant to an Order.

1.3 New Clause 10: Unforeseen Conditions

Clause 10: Unforeseen Conditions

- 10.1 The Contractor has had an opportunity of inspecting the physical conditions and other conditions, of or affecting the Site and shall be deemed to have fully acquainted himself with the same and to have obtained all necessary information as to risks, contingencies and all other circumstances which may influence or affect the execution of any work.
- 10.2 No failure on the part of the Contractor to discover or foresee any such condition, risk, contingency or circumstance, whether the same ought reasonably to have been discovered or foreseen or not shall entitle the

Contractor to any additional payment or to any later date for completion of an Order.

- 10.3 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 and the Employer makes no representation or warranty as to the accuracy or completeness of any such survey, report or document or from any representation or statement, whether negligently or otherwise made, therein contained.

1.4 New Clause 11: Data Protection

Clause 11: Data Protection

- 11.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 11 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.
- 11.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Employer is the controller and the Contractor is the processor.
- 11.3 Without prejudice to the generality of clause 11.1, the Employer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to the Contractor for the duration and purposes of this agreement.
- 11.4 Without prejudice to the generality of clause 11.1, the Contractor shall, in relation to any personal data processed in connection with the performance by the Contractor of its obligations under this agreement:
- (i) process that personal data only on the documented written instructions of the Employer unless the Contractor is required by Applicable Laws to otherwise process that personal data. Where the Contractor is relying on the laws of a member of the European Union or European Union Law as the basis for processing personal data, the Contractor shall promptly notify the Employer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Contractor from so notifying the Employer;
 - (ii) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Employer, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the

harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it;

- (iii) ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential;
- (iv) not transfer any personal data outside of the European Economic Area unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
 - (a) the Employer or the Contractor has provided appropriate safeguards in relation to the transfer;
 - (b) the data subject has enforceable rights and effective legal remedies;
 - (c) the Contractor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and
 - (d) the Contractor complies with reasonable instructions notified to it in advance by the Employer with respect to the processing of the personal data;
- (v) assist the Employer, at the Employer's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (vi) notify the Employer without undue delay on becoming aware of a personal data breach;
- (vii) at the written direction of the Employer, delete or return personal data and copies thereof to the Employer on termination of the agreement unless required by Applicable Law to store the personal data;
- (viii) maintain complete and accurate records and information to demonstrate its compliance with this clause 11 and

immediately inform the Employer if, in the opinion of the Contractor, an instruction infringes the Data Protection Legislation; and

- (ix) indemnify the Employer against any loss or damage suffered by the Employer in relation to any breach by the Contractor of its obligations under this clause 11.

11.5 The Employer does not consent to the Contractor appointing any third party processor of personal data under this agreement.

1.5 New Clause 12: Disclosure and Barring Scheme

Clause 12: Disclosure and Barring Scheme

12.1 The Contractor shall:

- (i) ensure that all individuals engaged in the Works are subject to a valid enhanced disclosure check undertaken through the Disclosure and Barring Service (DBS);
- (ii) monitor the level and validity of the checks under this clause 12.1 for each individual engaged in the Works; and
- (iii) not employ or use the services of any individual who is barred from, or whose previous conduct or records indicate that he or she would not be suitable to come into contact with children or vulnerable adults or who may otherwise present a risk to such persons.

12.2 The Contractor warrants that at all times for the purposes of this agreement it has no reason to believe that any person who is or will be employed or engaged by the Contractor in the provision of the Works is barred from working with children or vulnerable adults.

12.3 The Contractor shall immediately notify the Employer of any information that it reasonably requests to enable it to be satisfied that the obligations of this clause 12 have been met.

12.4 The Contractor shall refer information about any person employed or engaged by the Contractor in the provision of the Works to the DBS where it removes permission for such person to work with children or vulnerable adults because, in its opinion, such person has harmed or poses a risk of harm to children or vulnerable adults.

1.6 New Clause 13: Freedom of Information

Clause 13 Freedom of Information

- 13.1 In this Agreement, the terms Information, Environmental Information and Request for Information shall have the meanings set out in the Freedom of Information Act 2000 (FIA 2000) or the Environmental Information Regulations 2004, SI 2004/3391 (EIR 2004) as applicable.
- 13.2 The Contractor acknowledges that the Employer is subject to the requirements of the FIA 2000 and the EIR 2004 and shall promptly and fully assist and cooperate with the Employer to enable the Employer to comply with its obligations in respect of those requirements.
- 13.3 Where the Contractor receives a Request for Information it shall:
- (i) inform the Employer of its receipt as soon as reasonably practicable, and in any event no later than 5 working days of its receipt; and
 - (ii) provide a copy of the Request for Information to the Employer, together with all other information as the Contractor considers reasonably relevant to the request within 5 working days of receipt of the Request for Information by the Contractor.
- 13.4 The Contractor shall not respond directly to a Request for Information unless expressly authorised to do so by the Employer in writing.
- 13.5 While the Employer may, if practicable and appropriate, consult with the Contractor in relation to whether any information relating to the Contractor or this Agreement should be disclosed as part of a response to a Request for Information, the Employer shall ultimately be responsible for determining in its absolute discretion whether any Information or Environmental Information will be disclosed and whether any exemptions apply.

1.7 New Clause 14: CIH Make a Stand

Clause 14 CIH Make a Stand

- 14 The Contractor shall use reasonable endeavours to support the Employer in fulfilling its obligations under the Chartered Institute of Housing's Make a Stand pledge.

1.8 New Clause 15: Financial Distress

Clause 15: Financial Distress

- 15.1 The Contractor shall notify the Employer in writing as soon as reasonably practicable but in any event within 10 Business Days of:

- 15.1.1 the Contractor suffering any Financial Distress Event;
 - 15.1.2 the Contractor's ultimate parent company suffering any Financial Distress Event;
 - 15.1.3 becoming aware that any of the Contractor's principal sub-contractors, sub-consultants or suppliers is suffering from any Financial Distress Event,
- provided that any such Financial Distress Event is or is likely to materially delay, disrupt, prolong or in any other way materially affect the performance of any of the Contractor's obligations under this Contract (including the carrying out of all or any part of the Works).
- 15.2 The Contractor's notice under clause 15.1 shall provide details of the circumstances of any Financial Distress Event together with the Contractor's reasonable estimate of its effect or likely effect on the performance of any of the Contractor's obligations under this Contract.
 - 15.3 Following receipt of the Contractor's notice in accordance with clause 15.1 the Employer and the Contractor shall meet as soon as reasonably possible, to discuss the effect or likely effect of any Financial Distress Event and shall seek to agree suitable measures to remedy or where this is not possible mitigate the effect or likely effect of any such Financial Distress Event on the Contractor's performance of its obligations under this Contract.
 - 15.4 In the event that:
 - 15.4.1 the Contractor fails to provide written notice in accordance with clause 15.1; or
 - 15.4.2 the Contractor fails to comply with any measures (including any timescales) that the Employer considers the Contractor should take to remedy or mitigate the effect or likely effect of the Financial Distress Event, acting reasonably,
- the Employer shall without prejudice to the Employer's other rights or remedies under this Contract be entitled to:
- 15.4.2.1 instruct the omission of all or any part of the Works;
 - 15.4.2.2 suspend or terminate the Contractor's engagement under this Contract on 10 Business Days' notice.

- 15.4.3 If the Employer instructs an omission of Works under clause 15.4.2.1, the Employer may engage any other person to carry out and complete the omitted Works. The Contractor shall provide such assistance as the Employer may reasonably require in connection with such instruction. To the extent that such instruction reduces the scope of the Works to be carried out by the Contractor, the value of such omission shall be agreed and/or calculated in accordance with clause 3.6 (Variations).
- 15.4.4 The Contractor's remedies under clauses 15.4.3 and 6.7 shall be the Contractor's sole and exclusive remedies on the occurrence of such events and the Contractor shall not be entitled to any loss of use, loss of profit, loss of any contract, overheads or for any indirect or consequential loss or damage, which may be suffered by the Contractor in connection with the Employer exercising its rights under this clause.

Schedule 1
Arbitration

‘Schedule not used’.

Schedule 2
Fluctuations—Contribution, levy and tax changes

‘Schedule not used’.

Appendix A

A	Contractor's Deed of Collateral Warranty
B	Notice of Third Party Rights
C	Third Party Rights Schedules(s)