

Short Contract

A contract between

Swanage Town Council

and

King Ramps Ltd

for

The design, supply and installation of new skatepark equipment within Swanage skatepark/wheeled sports area

Contract Forms

Contract Data

The *Contractor's* Offer and *Client's* Acceptance

Price List

Scope

Site Information

**Notes about the contract are printed in boxes like this one.
They are not part of the contract.**

Contract Data

The *Client's* Contract Data

The *Client* is

Name

Swanage Council

Address for communications

Town Hall
High Street
Swanage
BH19 2NZ

Address for electronic
communications

g.percival@swanage.gov.uk

The *works* are

Described in the Invitation to Tender and associated Tender
documentation

The *site* is

Swanage Skate Park, King George V Playing Fields, Victoria Avenue,
Swanage, BH19 1AR

The *starting date* is

12 July 2025

The *completion date* is

Autumn 2025

The *delay damages* are

0

per day

The *period for reply* is

One

weeks

The *defects date* is

52 weeks

weeks after Completion

In addition

523.15. The facility must be
signed off by:

a) The Governing Body for Wheeled
Sports Facilities

b) RoSPA (Royal Society for the
Prevention of Accidents)

The Council will not accept handover of
the facility until these requirements are
met.

10 year warranty supplied by King Ramps
Ltd as part of tender submission

The *defect correction period* is

Nil

weeks

The *assessment day* is the

The completion date

The *retention* is

0

%

The United Kingdom Housing Grants, Construction and Regeneration Act (1996) ~~does/does not apply~~
(delete as applicable)

The *Adjudicator* is

Name

Address for communications

Address for electronic
communications

Contract Data

The *Client's* Contract Data

The interest rate on late payment is % per complete week of delay.

Insert a rate only if a rate less than 0.5% per week of delay has been agreed.

The *Client* provides this insurance

NOT USED

Only enter details here if the *Client* is to provide insurance.

The minimum amount of cover for the third insurance stated in the Insurance Table is, for any one event

The minimum amount of cover for the fourth insurance stated in the Insurance Table is, for any one event

Is the *Contractor's* obligation for design to use the skill and care normally used by professionals designing works similar to the works? applicable)

Yes / No (delete as

The *Contractor* provides the following insurance cover

| INSURANCE AGAINST | MINIMUM AMOUNT OF COVER | PERIOD FOLLOWING COMPLETION OR EARLIER TERMINATION |
|--|---|--|
| Liability of the <i>Contractor</i> for claims made against it arising out of its failure to use the skill and care normally used by professionals designing works similar to the works | As per Table B1 – Conditions of Participation £ 5 000 000 Employers Liability Insurance £10 000 000 Public Liability £2 000 000 Professional Indemnity Insurance £10 000 000 Contractors Insurance in respect of each claim, without limit to the number of claims | |

Only enter details here if design is to be prepared by the *Contractor* using the skill and care normally used by professionals providing designs.

Contract Data

The *Client's* Contract Data

For any one event, the liability of the *Contractor* to the *Client* for loss of or damage to the *Client's* property is limited to

£10 000 000

The Contractor's total liability to the Client which arises under or in connection with the contract is limited to

£ 10 000 000

The *Adjudicator nominating body* is

The *tribunal* is

Litigation

If the *tribunal* is arbitration, the arbitration procedure is

The *conditions of contract* are the NEC4 Engineering and Construction Short Contract June 2017 (with amendments January 2023) and the following additional conditions

Only enter details here if additional conditions are required.

Additional conditions are set out in the Conditions of Participation – Tender Questionnaire that formed part of the King Ramps Ltd tender submission.

Additional conditions are set out in the King Ramps Ltd Method Statements 1-4 inclusive that formed part of the King Ramps Ltd tender submission.

Contract Data

The Contractor's Contract Data

The Contractor is

Name

Address for communications

Address for electronic communications

The fee percentage is %

The people rates are

| category of person | unit | rate |
|--------------------|------|------|
|--------------------|------|------|

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|--|--|--|
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| | | |
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| | | |
| | | |

The published list of Equipment is

The percentage for adjustment for Equipment is

% (state plus
or minus)

The Contractor's Offer and Client's Acceptance

The *Contractor* offers to Provide the Works in accordance with these *conditions of contract* for an amount to be determined in accordance with these *conditions of contract*.

The offered total of the Prices is

£75,000

Enter the total of the Prices from the Price List.

Signed on behalf of the *Contractor*

Name Peter king

Position Director

Signature

Date 08.07.2025

The *Client* accepts the *Contractor's* Offer to Provide the Works

Signed on behalf of the *Client*

Name MARTIN AYRES

Position TOWN CLERK

Signature

Date 1/10/25

Price List (Not used)

Entries in the first four columns in this Price List are made either by the *Client* or the tenderer.

If the *Contractor* is to be paid an amount for the item which is not adjusted if the quantity of work in the item changes, the tenderer enters the amount in the Price column only; the Unit, Quantity and Rate columns being left blank.

If the *Contractor* is to be paid an amount for the item of work which is the rate for the work multiplied by the quantity completed, the tenderer enters the rate which is then multiplied by the expected quantity to produce the Price, which is also entered.

| ITEM NUMBER | DESCRIPTION | UNIT | QUANTITY | RATE | PRICE |
|-------------|-------------|------|----------|------|-------|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

The total of the Prices

The method and rules used to compile the Price List are

1. The Price List is not used, and the pricing and payment will be in accordance with Form of Tender as set out within the Tender Brief.

Scope

The Scope should be a complete and precise statement of the *Client's* requirements. If it is incomplete or imprecise there is a risk that the *Contractor* will interpret it differently from the *Client's* intention.

Information provided by the *Contractor* should be listed in the Scope only if the *Client* is satisfied that it is required, is part of a complete statement of the *Client's* requirements and is consistent with the other parts of the Scope.

1 Description of the works

Give a detailed description of what the *Contractor* is required to do and of any work the *Contractor* is to design.

The Works is described in the Tender Documentation.

2 Drawings

List the drawings that apply to the contract.

| DRAWING NUMBER | REVISION | TITLE |
|----------------|----------|-------|
|----------------|----------|-------|

As submitted in the Tender documentation – subject to final sign off by the client following community engagement.

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Scope

3 Specifications (Not used)

List the specifications which apply to the contract. NOT USED

| TITLE | DATE OR REVISION | TICK IF PUBLICLY AVAILABLE |
|-------|---------------------|-------------------------------|
| | | |
| | | |

4 Constraints on how the Contractor Provides the Works

State any constraints on the sequence and timing of work and on the methods and conduct of work including the requirements for any work by the *Client*.

Constraints are included in the Tender Brief.

Scope

5 Requirements for the programme

State whether a programme is required and, if it is, state what form it is to be in, what information is to be shown on it, when it is to be submitted and when it is to be updated.

State what the use of the *works* is intended to be at their Completion as defined in clause 11.2(1).

As per the programme submitted by King Ramps Ltd in Method Statement 3 and the client requirements as set out within the Tender.

6 Services and other things provided by the *Client* (Not used)

Describe what the *Client* will provide, such as services (including water and electricity) and “free issue” Plant and Materials and equipment.

| ITEM | DATE BY WHICH IT WILL BE PROVIDED |
|------|--------------------------------------|
| | |
| | |

Site Information

Give information about the *site* such as the ground conditions and any other information which is likely to affect the *Contractor's* work such as the position of adjacent structures.

Site information is provided in the Tender Brief.

