



dated 19-Nov-25

Vivid Housing Limited

and

Elite South Limited

JCT Measured Term Contract (2024 edition)

as amended

in relation to reactive repairs, minor works (complex repairs), and voids at all of Vivid Housing Limited's housing stock within Lot 2 – South.

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Agreement

dated

Parties

- (1) **Vivid Housing Limited** a registered society (registered number 7544) whose registered office is at Peninsular House, Wharf Road, Portsmouth, Hampshire, PO2 8HB (the **Employer**) and
- (2) **Elite South Limited** (registration number 11853509) whose registered office is at 174 Tuckton Road, Bournemouth, England, BH6 3JX (the **Contractor**)

Recitals

- First** The Employer requires additional support alongside their Direct Labour Organisation for the delivery of reactive repairs, complex minor works, and voids within the geographical areas specified in Appendix 3 (the **Contract Area**) in accordance with the Conditions comprising the clauses set out in sections 1 to 9 of (and including the Schedule to) the JCT Measured Term Contract (2024 edition) subject to the amendments and insertions set out in Appendix 1 to this Agreement (hereinafter, along with Contract Documents, collectively referred to as the **Contract**) and the details set out or referred to in the Contract Particulars;
- Second** The Contractor has offered to carry out the required works at specified rates or as otherwise determined in accordance with the Conditions and the Employer has accepted that offer;
- Third** The Employer has appointed a Contract Administrator to issue Orders for the required works and to carry out the functions ascribed to the Contract Administrator by the Conditions;
- Fourth** The Contractor has supplied to the Employer the Contractor's safety policy complying with the Statutory Requirements, a copy of which is annexed:
- Fifth** Whether any of Supplemental Provisions 1-3 apply is stated in the Contract Particulars.

Articles

Now it is hereby agreed as follows:

Article 1 Contractor's obligations

The Contractor shall carry out all Orders that are placed with it during the Contract Period in accordance with the Contract Documents.

Article 2 Payment

The Employer shall pay the Contractor at the times and in the manner specified in the Conditions amounts calculated by reference to the Schedule of Rates identified in the Contract Particulars (item 13), adjusted and, if appropriate, revised as therein mentioned, or (where applicable and appropriate) calculated by reference to a Schedule of Hourly Charges (subject to items 14 and 15).

Article 3 Collaborative working

The Parties shall work with each other and with other project team members in a co-operative and collaborative manner, in good faith and in a spirit of trust and respect. To that end, each shall support collaborative behaviour and address behaviour which is not collaborative.

Article 4 Contract Administrator

For the purposes of this Contract, the **Contract Administrator** is the Employer, or, if it ceases to be the Contract Administrator, such other person as the Employer nominates in accordance with clause 3.10 of the Conditions.

For the purpose of administering Orders under this Contract the Contract Administrator shall be entitled to delegate all and any of its functions in the Conditions to such person or persons as it may nominate by notice in writing to the Contractor at any time. The Contractor shall treat as Contract Administrator for all the purposes of an Order the person who issues that Order if such person was previously so nominated by the Contract Administrator and if that person's authority has not been revoked by further notice in writing to the Contractor from the Contract Administrator.

Article 5 CDM Regulations - Principal Designer and Principal Contractor

For the purposes of the CDM Regulations:

The Principal Designer is the Contractor or such other person as the Employer at any time appoints to fulfil that role either in relation to all Orders or for specific Orders.

The Principal Contractor is the Contractor or such replacement as the Employer appoints at any time to fulfil that role either in relation to all Orders or for specific Orders.

Article 6 Building Regulations – Principal Designer and Principal Contractor

For the purposes of the Building Regulations:

The Principal Designer is the Contract Administrator or such other person as the Employer at any time appoints to fulfil that role either in relation to all Orders or for specific Orders.

The Principal Contractor is the Contractor or such other contractor as the Employer at any time appoints to fulfil that role either in relation to all Orders or for specific Orders.

Article 7 Adjudication

If any dispute or difference arises under this Contract, either Party may refer it to adjudication in accordance with clause 9.3.

Article 8 Arbitration

Not used.

Article 9 Legal proceedings

Subject to article 7, the English courts shall have exclusive jurisdiction over any dispute or difference between the Parties which arises out of or in connection with this Contract.

Article 10 Parent company guarantee

The Contractor shall procure and deliver to the Employer upon execution of this Contract a parent company guarantee in the form set out in Appendix 2 to this Contract executed as a deed by the Contractor's ultimate holding company or such other company within the Contractor's group as the Employer may accept.

Article 11 Value of work to be carried out under this Contract

11.1 Subject to Article 11.2, the approximate anticipated value of work to be carried out under this Contract is [REDACTED] per annum (the **Anticipated Contract Value**).

11.2 In respect of the Anticipated Contract Value, the Employer gives no warranty or undertaking as to the actual amount of work that will be ordered or as to the number of Orders that will be issued and no variance in the actual value of work ordered shall give rise to a change in any rate, price or percentage adjustment.

Contract Particulars

1 Properties and description of the types of work (First Recital)

1.1 List of properties in the Contract Area in respect of which Orders may be issued:

See Appendix 3

1.2 Description of the types of work for which Orders may be issued:

Responsive Repairs, Minor Works and Voids Refurbishment Works across VIVIDs operational area

2 Supplemental Provisions (Fifth Recital and Schedule)

Supplemental Provisions

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

Health and safety Supplemental Provision 1 applies

Cost savings and value improvements Supplemental Provision 2 applies

Performance indicators and monitoring Supplemental Provision 3 applies

3 Contract Period (Article 1, clause 7.1 and clause 7.3)

Subject to clause 7.1 and clause 7.3, the Contract Period shall commence on [24/11/2025] and shall continue until midnight on [23/11/2028]

4 Arbitration - not used

5 BIM Protocol (clause 1.1)

BIM protocol (where applicable) BIM is not applicable

(State title, edition, date or other identifiers of the relevant documents.)

6 Services of notices by the Parties

(clause 1.6.2)

Addresses for service of notices by the Parties

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

Employer: Peninsular House, Wharf Road, Portsmouth, Hampshire, PO2 8HB

Contractor: 174 Tuckton Road, Bournemouth, England, BH6 3JX

The respective email addresses for the Parties are as stated or, subject to 1.6.2, such other email address as each Party may notify to the other from time to time

Employer's email:

Contractor's email:

7 **Orders - minimum and maximum value** (clause 2.4)

Minimum value of any one Order to be issued is £0 (Zero pounds)

Maximum value of any one Order to be issued is £N/A

8 **Not used**

9 **Orders – priority coding** (clause 2.6)

As stated in clause 2.6 of the Conditions

10 **Contractor's Key Personnel** (clause 2.22)

[REDACTED]

11 **Construction Industry Scheme (CIS)** (clause 4.2)

The Employer at the commencement of the Contract Period is not a 'contractor' for the purposes of the CIS.

12 **Payments** (clause 4.3, 4.4 and 4.5)

Estimated value of an Order above which progress payments can be applied for is

Not Applicable

The Valuation Date in each month is the last day of the month

(If no date is stated, the Valuation Date is the last day of each month.)

13 **Responsibility for measurement and valuation** (clause 5.2)

The Contractor shall measure and value all Orders.

14 **Schedule of Rates** (clauses 5.3, 5.6.1 and 5.6.2)

14.1 The Schedule of Rates is the tendered Price Framework subject to adjustment of the rates listed in that Schedule by the addition of the Adjustment Percentage, which is 4 (Four) per cent for Responsive Repairs and Minor Works and 4 (Four) per cent for Void refurbishment works as set out in the following document.

14.2 Where the Schedule of Rates is the National Schedule of Rates the version(s) listed below are to apply:

The National Schedule of Rates Version 8

14.3 **Rates - fluctuations** See clause 5.6

14.4 **Basis and dates of revision**

Where clause 5.6.1 applies, the basis on which the Schedule of Rates is to be revised under clause 5.6.1.2: See clause 5.6

15 **Daywork** (clauses 5.4, 5.6.3 and 5.6.4)

15.1 **Valuation - percentage additions**

Where not included in or annexed to the Schedule of Hourly Charges, the percentage additions to the invoice price of non-labour items are as follows:

Overheads and profit on Materials - N/A

Overheads and profit on Plant, Services and Consumable Stores - N/A

Overheads and profit on Sub-Contractors - N/A

15.2 **Revision of Schedule of Hourly Charges**

See clause 5.6

16 **Overtime work** (clause 5.7)

The percentage addition in respect of overheads and profit on non-productive overtime rates is Not Applicable

(Not applicable where an inclusive rate for such overtime is included in the Schedule of Hourly Charges)

17 **Insurance** (clauses 6.4.1., 6.7, 6.8, 6.9 and 6.12)

17.1 Contractor's Public Liability insurance: £10,000,000
injury to persons or property – the required level of cover is not less than for any one occurrence or series of occurrences arising out of one event

17.2 Percentage to cover professional fees Not applicable

17.3 Insurance of existing structures- clause 6.7.1 applies as amended

(Unless otherwise stated, clause 6.7.1 applies. If it is not to apply, state the reference number and date or other identifier of the replacement

document(s).

17.4 Insurance of work or supply comprised in Orders – clause 6.8 Does not apply

(If neither entry is deleted, the clause does not apply.)

17.5 Where clause 6.8 applies and cover is to be provided under the Contractor's annual policy, the annual renewal date is (as supplied by the Contractor) Clause 6.8 does not apply

17.6 Terrorism Cover – details of the required cover are set out in the following documents

(Unless otherwise stated, Pool Re Cover is required.)

18 Break provisions- Employer or Contractor (clause 7.1)

The period of notice for the Employer is 26 weeks.

The period of notice for the Contractor is 26 weeks.

19 Service of notices by email (clause 8.2.3.2)

(If neither entry is deleted or an email address for each Party is not specified, clause 8.2.3.2 shall not apply)

Clause 8.2.3.2 applies

[REDACTED]

Contractor's email:

[REDACTED]

20 Settlement of disputes (Clauses 9.1, 9.3, 9.4 and 9.5.1)

Notification and negotiation of disputes

The respective nominees of the Parties are

Employer's nominee:

[REDACTED]

Contractor's nominee:

[REDACTED]

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

Adjudication

The Adjudicator is not named

Nominating body - where no Adjudicator is named or where the named Adjudicator is unwilling or unable to act (whenever that is established) The Royal Institution of Chartered Surveyors

(Where an Adjudicator is not named and a nominating body has not been selected, the nominating body shall be one of the nominating bodies listed opposite selected by the Party requiring the reference to adjudication)

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

Executed and delivered as a deed by
VIVID HOUSING LIMITED
by affixing its common seal in the presence
of two board members

Signed: Signed by: Margaret Dodwell 24-Nov-25
Print name: *Margaret Dodwell*
Board Member: 865B93A9BA74452...

Signed: Signed by: Duncan Short 24-Nov-25
Print name: *Duncan Short*
Board Member: 2448A476E8E5498...

Executed and delivered as a deed by
Elite South Limited
acting by two directors / a director and its
company secretary

Signed: Signed by: Matthew Farmer 21-Nov-25
Print name: *Matthew Farmer*
Director: A599E8A56B16429...

Signed:
Print name:
Director / company secretary

Appendix 1

Amendments and insertions

Clause 1.1

Delete the definitions of **Agreement, Arbitrator, Conditions, Construction Industry Scheme Contract Documents, Contractor's Persons, PC Regulations and VAT.**

In the existing definition of "Local or Public Authority" delete "PC Regulations" and insert "PA23"

Insert new definitions:

"Accountable Person: the individual or organisation performing the functions of the Accountable Person as defined in the Building Safety Legislation.

Agreement: the Agreement to which these Conditions are annexed consisting of the Recitals, the Articles, the Contract Particulars and appendices 1 to 7.

Associated Person: a person (including an employee, agent or subsidiary) who performs services for or on the Contractor's behalf.

Bribery Act: the Bribery Act 2010.

Building Control Applications: in respect of the planning, design, construction and completion of the Works, the applications to be made and approvals to be received by the Employer acting in its role as the Accountable Person to and from the BSR and/or building control which are required by the Building Safety Legislation and which are necessary for the carrying out and completion of the Works in accordance with the Building Safety Legislation.

Building Liability Order: a building liability order as defined in section 130 of the BSA.

BSA: the Building Safety Act 2022 and, where relevant, any regulations passed under it.

BSR: the building safety regulator body established pursuant to the BSA that carries out regulatory functions under the Building Safety Legislation

Building Safety Legislation: the BSA and all associated legislation and secondary legislation that implements and/or supplements it (including, for the avoidance of doubt, the Building Act 1984 and the Building Regulations 2010), together with any relevant guidance issued by a government department, the BSR and/or the Health and Safety Executive relating to such legislation.

Competency Requirements: that the Contractor and all members of the Contractor's Team (including the individuals employed or appointed by them in connection with the Works) have the skills, knowledge, experience, behaviours and capabilities required to properly and competently perform the functions of a Dutyholder in relation to the Works in accordance with the Part 2A of the Building Regulations, together with any further competency standards published from time to time by any authorised body, including without limitation, the British Standards Institution.

Conditions: the clauses set out in sections 1 to 9 of the conditions of the JCT Measured Term Contract 2016, and the Schedule, each as amended by Appendix 1 to the Agreement.

Construction Industry Scheme: the current scheme under the Finance Act 2004.

Contractor's Design Documents: the drawings, details and specifications of materials, goods and workmanship and other related documents prepared by or for the Contractor.

Contract Documents: the Agreement, the Conditions, the Preliminaries/General Conditions/Specifications, Pricing Framework and the Schedule of Rates.

Contractor's Persons: the Contractor's employees and agents, all other persons employed or engaged in the execution of Orders (including, for the avoidance of doubt, any sub-consultant, sub-contractor or supplier) or any part of them and any other person properly on the Site in connection with the same, excluding the Contract Administrator, the Employer, Employer's Persons and any Statutory Provider.

Contractor's Team: the Contractor's employees and agents and all other persons employed or engaged by the Contractor in the execution of Orders (including, for the avoidance of doubt, any sub-consultant, sub-contractor or supplier).

Corrupt Activity: extortion, fraud, deception, collusion, cartels, abuse of power, embezzlement, trading in influence, money laundering or any similar activity bribery and/or corruption including, without limitation, any activity, practice or conduct which would or could constitute an offence under sections 1, 2 or 6 of the Bribery Act and/or would constitute a UK or foreign tax evasion offence or UK or foreign tax evasion facilitation offence under sections 45 and 46 of the Criminal Finances Act whether in connection with an Order or otherwise.

Covid-19 Related Event: any localised or widespread occurrence of an infectious disease caused by any pathogen, whether bacterial, viral, or any other biological or natural agent which results, directly or indirectly, from the strain of coronavirus known as coronavirus infectious disease 2019 (Covid-19) and/or the causative virus known as severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), including any mutations of Covid-19 and/or SARS-CoV-2.

Covid-19 Related Matter: any of the following matters arising after the date of this Contract from a Covid-19 Related Event:

- (a) the implementation of mandatory public health measures by any government, local, national or supranational agency, authority, court, inspectorate, minister, ministry, regulator, official or public or statutory person (save where such measures are occasioned by any act, omission or default of the Contractor) which result in:
 - (i) the inability of the Contractor to obtain sufficient labour or supervision required for such labour; or
 - (ii) unavoidable site closure, restricted access or amended working methods;
- (b) material shortages of plant or materials due to delays in their manufacture, importation or transportation

PROVIDED THAT the Contractor proves that the Covid-19 Related Matter could not reasonably have been foreseen by either party or, in the case of the Contractor, by any competent contractor experienced in the carrying out of works for projects of a similar size, scope, value, character and complexity to the Works, as at the date of this Contract.

Criminal Finances Act: the Criminal Finances Act 2017.

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including but not limited to the General Data Protection Regulation ((EU) 2016/679) (the **GDPR**); the UK GDPR (as such term is defined in the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019) (such legislation being referred to in this Contract as the **UK GDPR**), the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426), along with any associated guidance and Codes of Practice, in each case as may be amended, updated or supplemented from time to time.

Data Subject's Rights: any rights of individuals under the Data Protection Legislation.

Data Controller, Data Subjects, Personal Data and Processing shall have the meaning as provided in the Data Protection Legislation.

Dutyholder: the function of a dutyholder as prescribed by Part 2A of the Building Regulations

Environment: all and any of the following media being water, air or land (wherever situated) as well as any eco-systems; organisms, including (without limitation) humans, and their property, including natural and man-made structures.

Environmental Laws: all rules of common law, principles of equity and rules of any court or other tribunal of competent jurisdiction, all statutes, standards or codes of practice that have the force of law, all notices, directions, impositions or requirements of any competent authority relating to the protection of human health and safety, the protection of property and proprietary rights or the protection of the Environment or the generation, transportation, storage, use, treatment or disposal of Hazardous Substances.

Employer Policies: any policy disclosed by the Employer to the Contractor (whether disclosed before or after the date of this Contract).

Funder: a person (whether acting for himself and/or where leading for a syndicate of persons as agent and trustee for such persons) who is providing or shall provide finance or re-finance for the carrying out of the works comprised in the Orders or for the acquisition of a Property.

Hazardous Substances: waste (as defined in the Environmental Protection Act 1990) and any substance whatsoever in any form (whether alone or in combination with any other substance) which is capable of causing harm to man or to any living organism supported by the Environment or of damaging the Environment or public health or welfare or the presence of which would be a breach of any Environmental Law.

HMRC: HM Revenue & Customs.

Gateways Regulations: The Building (Higher-Risk Buildings Procedures) (England) Regulations 2023.

Golden Thread Documents: has the meaning ascribed in Appendix 6.

HRB: has the meaning given to the expression "Higher-Risk Building" in section 65 BSA.

Index: means the latest Building Cost Information Service General Building Cost Index compiled by the Royal Institution of Chartered Surveyors from time to time.

KPIs: the key performance indicators and arrangements relating to service levels and/or required response times set out in Appendix 4.

Master Programme: the Contractor's programme for the duration and sequence of the Order and of work in each Property submitted by the Contractor prior to the acceptance of the Contractor's tender and agreed at that time by the Employer or agreed pursuant to clause 2.7.4.

Modern Slavery Legislation: the legislation referred to in section 54 of the Modern Slavery Act 2015.

Occupier: any person lawfully occupying a Property from time to time.

Order Date for Completion: the date for completion of each Order stated within the Order whether by any priority coding or otherwise as referred to in clause 2.6.

PA23: the Procurement Act 2023.

Principal Accountable Person: the individual or organisation performing the functions of the Principal Accountable Person as defined in the Building Safety Legislation.

Properties: the properties stated in the Contract Particulars (item 1.1).

Purchaser: a person who has acquired or has agreed to acquire or may later acquire or agree to acquire a freehold interest in the Properties.

Relevant Event: see clause 2.10.3.

Residents' Engagement Strategy: the residents' engagement strategy produced by the Accountable Person or Principal Accountable Person, in respect of an HRB, in accordance with the Building Safety Legislation.

Reverse Charge: in relation to a supply, that under section 55A(6) of the Value Added Tax Act 1994 it is for the recipient, on the supplier's behalf, to account for and pay VAT on the supply and not for the supplier.

Sub-Contractors: those sub-contractors and/or suppliers engaged or to be engaged by the Contractor in respect of the following elements of the Order, namely Scaffolding, Asbestos removals etc

Supply: means a supply made for VAT purposes under or in connection with this Contract by the Contractor and "Supplies" shall be construed accordingly.

Tenant: a person who has taken or has agreed to take or may later take or agree to take a lease of any or all of the Properties.

VAT: value added tax chargeable under the Value Added Tax Act 1994 and any similar or replacement tax.

VAT Order: the Value Added Tax (Section 55A) (Specified Services and Excepted Supplies) Order 2019 (SI 2019 No. 892).

Works: the works referred to in the Recitals which the Employer requires the Contractor to carry out and complete in accordance with this Contract on receipt of an Order.

Works Programme: the Contractor's Programme for the duration and sequence of that part of the Order to be undertaken and completed in any Property.

Clause 1.2

Delete clause and insert:

"1.2.1 The Agreement and these Conditions are to be read as a whole. The Contract Documents form part of the Contract and it shall be the duty of the Parties to warn each other of any error, omission or discrepancy of which they become aware and to put forward proposals to resolve any such error, omission or discrepancy fairly and constructively. In the event that the Parties cannot resolve any discrepancy, the priority between the Contract Documents shall be as follows:

1.2.1.1 The Agreement;

1.2.1.2 The Conditions;

1.2.1.3 The Schedule of Rates;

1.2.1.4 Preliminaries/General Conditions/Specification, Pricing Framework, Schedule of Rates;

1.2.2 This Contract represents the entire agreement between the Parties and supersedes any previous agreement or understanding between them in relation to the Works (including, but not limited to, any letter of intent or pre-construction services agreement). In entering into this Contract, the Contractor does not rely upon any antecedent or collateral representation or promise made by or on behalf of the Employer, and (in the absence of fraud) the Contractor shall not have any claim, right or remedy (including any claim for rescission or damages for innocent or negligent misrepresentation) arising out of any such antecedent or collateral representation or promise."

Clause 1.3

In line 1, delete "the Agreement and these Conditions" and replace with "this Contract".

Clause 1.5

In line 1 after "of this Contract" insert "but subject to clauses 1.9 and 3.1"

Clause 1.7

Delete clause 1.7 and insert:

"This Contract 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 laws of England and Wales."

Clause 1.8

Insert new clause 1.8:

"Liability period

1.8 Save in respect of any indemnity provision set out herein, the parties agree that:

- 1.8.1 notwithstanding either the manner in which the Parties have entered into this Contract and/or the Limitation Act 1980, any action, claim and/or proceedings arising out of or in connection with this Contract may be commenced up to 12 (twelve) years from the last occurring Order Completion Date under this Contract or, if earlier, termination of the Contractor's employment under this Contract; and
- 1.8.2 any adjudicator's decision under clause 9.2 shall be finally binding on them unless either Party has referred that dispute for final determination by legal proceedings or has commenced any action or proceedings to recover any overpayment to which the decision has led, before that date."

Section 2 – Carrying out Work

Clause 2.1.1

In line 1 after "proper and workmanlike manner" insert ", efficiently, properly, regularly and diligently"

In line 3, after "Statutory Requirements", insert "(including, to the extent relevant, the requirements of clause 2.20)".

At end of the clause insert a new second sentence as follows:

"When requested to do so by the Employer the Contractor shall provide the Employer with evidence that it has complied with and given all notices required by the Statutory Requirements."

Clause 2.2.3

At the end of the clause insert a new second sentence:

"No approval, express or implied, by the Contract Administrator shall in any way diminish the Contractor's obligations under this Contract or relieve it from compliance with any of its terms, nor shall any approval of drawings constitute an instruction for, or sanction of, any variations incorporated in it."

Clause 2.2.5

In line 1 of the final paragraph delete "encourage" and insert "procure"

Clause 2.2.6

Insert a new clause 2.2.6:

"Subject to the foregoing, and subject to the Contract Documents, the Contractor shall not use or permit to be used in any Order any materials which by their nature or application contravene any UK Designated Standards equivalent or which contravene the recommendations set out in the publication entitled "Good Practice in the Selection of Construction Materials" published by the BPF/BCO and current at the date of the relevant Order. The Contractor shall inform the Contract Administrator in writing as soon as reasonably practicable upon becoming aware of any material being used or specified for use in connection with the Order which is not in compliance with this clause 2.2.6."

Clause 2.2.7

Insert a new clause 2.2.7:

"Where any Order so requires, the Contractor shall carry out all and any design work that is necessitated by such Order. Without prejudice to any express or implied warranties or conditions in respect of such design work the Contractor shall have the like liability to the Employer as would a professionally competent and qualified designer experienced in carrying out designs of a similar nature to that specified in the Order."

Clause 2.2.8

Insert a new clause 2.2.8:

"The Contractor shall not transport to or from, use, generate, dispose of or install at or from any of the Properties any Hazardous Substances except in accordance with Environmental Laws applicable at the time of carrying out the relevant Order. The Contractor shall use the skill and care which may reasonably be expected of a contractor experienced in undertaking works of a nature and size and complexity equivalent to those governed by this Contract not to cause any release of Hazardous Substances into, or contamination of, the Environment except in accordance with Environmental Laws applicable at the time of carrying out the relevant Order."

Clause 2.3.1.1

In line 1, after "similar work", insert "or work removed from this Contract pursuant to clause 2.3.1.3"

Clause 2.3.1.2

At end of the clause, delete "." and insert ";

Clause 2.3.1.3

Insert a new clause 2.3.1.3:

"to increase or decrease the scope of this Contract including (without limitation) the Contract Area or number of Properties at any time upon prior notification to the Contractor."

Clause 2.3.7

Insert a new clause 2.3.7:

"If the Employer exercises its rights under clause 2.3.1.3 the Contractor shall have no claim against the Employer (whether under contract, statute, tort or otherwise) in respect of any consequential or indirect loss or any actual or expected loss of profit, loss of revenue, loss of goodwill or loss of opportunity except by way of agreed adjustments to the Schedule of Rates in accordance with these Conditions and the Contractor acknowledges that the Employer shall be at liberty to award any works omitted from this Agreement under clause 2.3.1.3 to a third party (or alternatively undertake the relevant works itself)."

Clause 2.5

Delete clause and mark as "not used"

Clause 2.7

Clause 2.7 shall be renumbered as clause 2.7.1.

In line 2 of now renumbered clause 2.7.1 after "with" insert "unlimited electronic copies of"

At the end of clause 2.7.1 before "." insert "or relieve the Contractor from any of the obligations contained in the Contract Documents"

The following new clauses shall be inserted after clause 2.7.1:

- “2.7.2 The Contractor shall submit to the Employer and to the Occupier of the relevant Property a Works Programme in respect of work in that Property prior to the date indicated in the Master Programme for commencement of work in that Property.
- 2.7.3 The Contractor shall adhere to the Master Programme and the Works Programme unless by reason of clause 2.10 the Contract Administrator is satisfied that any revision is required to the Master Programme or any Works Programme but so that notwithstanding any other term of this Contract such an event affecting work in any one or more Properties shall not entitle the Contractor to claim any extension of time or loss and/or expense or other additional payment if such event does not delay the completion of an Order as a whole.
- 2.7.4 Any failure or delay in gaining access to a Property and any disturbance or disruption to an Order as a whole shall not entitle the Contractor to claim any extension of time or loss and/or expense or otherwise to make any claim against the Employer or any Occupier whether under this Contract or otherwise to the extent that such failure and/or delay and/or disturbance and/or disruption is a consequence of any non-compliance by the Contractor with the Master Programme or any Works Programme.
- 2.7.5 The Contractor shall commence the Order in accordance with its instruction and shall regularly and diligently proceed with and complete the same on or before the relevant Order Completion Date. Non-exclusive possession of each Property shall be given to the Contractor on or before the date indicated for possession of that Property in the Master Programme subject to the prior receipt by the Employer and the Occupier of that Property of the Works Programme in respect of that Property and subject to clause 2.7.8. The occupation of Properties by Occupiers throughout the Order shall not entitle the Contractor to claim any extension of time or loss and/or expense or otherwise to make any claim against the Employer or any Occupier whether under this Contract or otherwise.
- 2.7.6 If the Contractor fails to obtain access to any Property by reason of non-co-operation of an Occupier then:
- 2.7.6.1 the Contractor shall immediately give notice in writing to this effect to the Employer specifying the Property and the Occupier and the circumstances in question and shall continue to attempt to gain access to the relevant Property;
- 2.7.6.2 the contractor shall adhere to the No Access procedure guidance as set out in Section 1.25 of the Preliminaries.
- 2.7.7 The Contractor must:
- 2.7.7.1 take all necessary precautions to ensure the safety of the Occupier(s) of the affected Properties; and
- 2.7.7.2 ensure that all deliveries of materials are arranged so as not to unreasonably interfere with the Occupier(s) of the affected Properties or any adjacent Properties.

- 2.7.8 For the avoidance of doubt, the Contractor shall not commence any works at any Property until all practicable steps have been taken to prevent danger to any persons employed or living in that relevant Property at that time from any live electric cable or apparatus, plumbing works, exposed asbestos or any other hazard which could reasonably be regarded as a source of danger to the occupants and/or the general public and the Contractor shall take all necessary safety measures accordingly to manage any such dangers.
- 2.7.9 The Contractor is to make its own arrangements in unoccupied buildings for temporary electrical supply in accordance with the Health and Safety at Work etc. Act 1974, the Management of Health and Safety at Work Regulations 1992 and all current and future health and safety legislation (and subsequent amendments or re-enactments).
- 2.7.10 The Contractor:
- 2.7.10.1 acknowledges that some Properties may be occupied by elderly, frail or ill Occupiers and the Contractor shall take due care and consideration when undertaking the Order of such Occupiers and for the avoidance of doubt the Schedule of Rates is deemed to include for any extra costs that the Contractor may incur in satisfying the requirements of this clause 2.7.10.1; and
- 2.7.10.2 shall not enter a Property to carry out any works in the event that a child, children or a person or persons who appears to be under the age of eighteen (18) is present in the property either by themselves or without an adult who appear to be over the age of eighteen (18) also being present in the Property,
- and in the event that the Contractor becomes aware that any occupant of a premises where the Contractor is carrying out the Order appears to be vulnerable or at risk (a non-exclusive list of which includes an elderly person who appears frail or who is living in poor conditions; or a baby or child appears to be being treated badly by its parents) it shall notify the Employer of its concerns immediately.
- 2.7.11 The Contractor is to ensure that at the end of every Business Day, the Occupiers and/or occupants of the Properties being repaired have facilities available to them by way of light, heat, power, drinking water and sanitation services, together with all washing and cooking facilities as well as ensure that residential premises (and all adjoining/adjacent buildings forming part of the relevant Property, including but not limited to garages and sheds) shall be left in a state that allows them to be secured.
- 2.7.12 The Contractor shall comply, and shall ensure compliance by the Contractor's employees, agents, sub-consultants, sub-contractors and suppliers, with:
- (a) the Construction Leadership Council's publication "Construction Sector - Site Operating Procedures: Protecting Your Workforce During Coronavirus (Covid-19)" version 9.1 dated 27 January 2022 (the **SOP**);
- (b) UK Government guidance on working safely during coronavirus (Covid-19) - Construction and other outdoor work;

- (c) any updates, amendments, supplementary guidance and recommendations relating to the above; and
- (d) any other public health measures, legislation or related guidance

in so far as is relevant to an Order or the Site, as published from time to time. Compliance with this clause 2.7.12 shall not be a ground for additional monies due to the Contractor or an extension of time."

Clause 2.9

At the end of the first sentence, delete the full stop.

In the second sentence, delete "The Contractor shall be reimbursed for payment of such fees and charges to the extent that they are not" and insert "which shall be included".

Clause 2.10.1

In lines 2 - 3 delete "the date stated for completion of such Order but" and insert "the Order Date for Completion for that Order and which is a Relevant Event and"

In line 4 delete "the stated date" and insert "its Order Date for Completion"

Clause 2.10.2

In line 1 delete "date stated for completion of such Order" and insert "Order Date for Completion"

In lines 3 – 5, delete "for reasons beyond its control (including compliance with any instruction of the Contract Administrator that does not arise from the Contractor's default)" and insert "by reason of any matter which the Contractor shall have notified to the Employer under clause 2.10.1 and which is a Relevant Event"

In line 5, delete "date for completion" and insert "Order Date for Completion".

Clause 2.10.3

Insert a new clause 2.10.3:

"Each of the following is a Relevant Event as referred to in clauses 2.10.1 and 2.10.2:

- 2.10.3.1 a Covid-19 Related Matter, provided that the Contractor's sole and exclusive remedy for any delay to the progress of the Works arising directly or indirectly out of a Covid-19 Related Event or any additional costs or expenses arising directly or indirectly out of a Covid-19 Related Event shall be the right to apply for an extension of time pursuant to clause 2.10.2 and this clause 2.10.3. The Contractor waives any rights it may have under any other clause to make a claim relating indirectly or directly to a Covid-19 Related Matter or a Covid-19 Related Event and, for the avoidance of doubt, the Employer shall have no liability for any additional costs or expenses attributable to a Covid-19 Related Event;
- 2.10.3.2 exceptionally adverse weather conditions;
- 2.10.3.3 loss or damage occasioned by any one or more of the Specified Perils;

- 2.10.3.4 compliance with any instruction of the Contract Administrator under this Contract the issue of which is not due to an omission or a default of the Contractor;
- 2.10.3.5 the Contractor not having received necessary instructions, drawings, details or levels from the Contract Administrator which he is entitled to receive under this Contract **provided that** such application was made on a date which having regard to the stated Order Date for Completion was neither unreasonably distant from nor unreasonably close to the date on which it was necessary for him to receive the same;
- 2.10.3.6 the Contractor having attended the Site requiring a variation to that Order or an additional Order **provided that** such application was made on a date which having regard to the stated Order Date for Completion was neither unreasonably distant from nor unreasonably close to the date on which it was necessary for him to receive the same;
- 2.10.3.7 the execution of work not forming part of the Order by the Employer himself or by persons employed or otherwise engaged by the Employer or the supply by the Employer of materials and goods which the Employer has agreed to provide for the carrying out of any Order or the failure so to supply; and
- 2.10.3.8 any other act of prevention or breach on the part of the Employer or the Contract Administrator which would, but for this clause cause the Contractor to be relieved of his obligations to complete the relevant Order by the Order Date for Completion in relation thereto.

Clause 2.10.4

Insert a new clause 2.10.4:

"If the Contractor fails to complete any Order by the Order Date for Completion stated therein or within any extended time fixed under this clause 2.10 in respect of that Order then the Contract Administrator may issue a certificate to that effect and at any time thereafter may employ and pay other persons to execute and complete the work described in such Order and all costs incurred thereby may be deducted by the Employer from any monies due or to become due to the Contractor under this Contract or shall be recoverable from the Contractor by the Employer as a debt."

Clause 2.11.1

In line 1 delete "The Contractor shall notify the Contract Administrator of the date" and insert "The Contractor shall give the Contract Administrator at least 48 hours' notice of"

Clause 2.11.3

Insert a new clause 2.11.3:

"If the Contract Administrator is required to attend any Property for the purposes of assessing whether or not an Order has been completed in accordance with this Contract on more than two occasions, then the cost to the Employer of any further attendance by the Contract Administrator shall be borne by the Contractor."

Clause 2.11.4

Insert new clause 2.11.4:

- "2.11.4 Notwithstanding anything expressed or implied elsewhere in this Contract, the Contract Administrator shall not be obliged to confirm the Order Completion Date in accordance with this clause 2.11 and completion of the Order shall not for any purpose of this Contract have occurred:
- 2.11.4.1 unless and until the Contractor shall first supply to the Employer all documentation required by the Contract Documents and/or the Order;
 - 2.11.4.2 unless and until the Contractor shall first follow the procedure for handover of the completed Order set out in the Contract Documents and/or the Order; and
 - 2.11.4.3 at any time excluded under the terms set out in the Contract Documents and/or the Order."

Clause 2.12

Delete clause 2.12 and insert:

- "2.12.1 Any defects, shrinkages or other faults which appear within six (6) months of an Order Completion Date shall be made good by the Contractor at no cost to the Employer in accordance with the time limits set out in clause 2.12.2.
- 2.12.2 The time limits for rectification of defects reported pursuant to clause 2.12.1 shall be as detailed in the Defects Response Times at Appendix 4.
- 2.12.3 The Contractor shall be responsible for arranging access to the Properties for the purposes of rectifying any defect.
- 2.12.4 At the end of the period of 12 (twelve) months referred to in clause 2.12.1, the Contract Administrator shall, in accordance with the procedures laid down in the Contract Documents, inspect the works which are the subject of the Order (including any works of rectification carried out during such twelve (12) month period), and if satisfied that all defects, shrinkages or other faults have been made good, shall issue a notice to that effect (the **Order Completion of Defects Notice**).
- 2.12.5 To the extent the Contractor has not rectified defects reported to it pursuant to clause 2.12.1 in accordance with the relevant Defects Response Time at Appendix 4 the Employer shall be entitled to (1) instruct others to carry out such rectification work and (2) set-off the costs of so doing from any sums due to the Contractor or recover the same from the Contractor as a debt."

Clause 2.13 – Interference with rights of adjoining landowners, occupiers and Statutory Providers

Insert a new clause 2.13 as follows:

- 2.13.1 "Without prejudice to the generality of clause 6.2 the Contractor shall at all times take all reasonable steps to prevent any nuisance (including, but without limitation, any noisy working operations noxious fumes or the deposit on public highways of any material or debris) or any other interference with the rights of any adjoining landowner, tenant or occupier or any Statutory Provider arising out of the carrying out of the Order or of any obligation pursuant to clause 2.12 and shall defend or, at the Employer's option, assist the Employer in defending any action or proceeding which may be instituted in relation thereto.
- 2.13.2 The Contractor shall be liable for and shall indemnify the Employer from and against any and all expenses, liabilities, losses, claims and proceedings resulting from any failure or default by the Contractor in performing his obligations under this clause 2.15 save only where such nuisance or interference is the consequence of a Variation or other instruction of the Employer (which is not itself the result of any negligence, default or breach of contract by or on behalf of the Contractor) and which could not have been avoided by the Contractor using all reasonable and practical means."

Clause 2.14 – Defects in Properties

Insert a new clause 2.14:

- "2.14.1 The Contractor shall notify the Employer in writing of any defect in any Property which the Contractor and/or an Associated Person (their employees, agents or other persons employed or engaged by or on behalf of the Contractor and/or an Associated Person in connection with the Order) become aware (or of which they should, acting reasonably, have become aware) whilst carrying out the Order.
- 2.14.2 For the purposes of this clause 2.14 only, "defect" shall mean any state of affairs in a Property which might be harmful to the health and safety of the occupiers and/or any third party who may be present at the Property and/or cause damage to any property (whether real or personal) of the occupiers and/or any third party.
- 2.14.3 Any notice issued in accordance with clause 2.14.1 shall be issued as soon as reasonably practicable (having regard to the nature of the defect) after the date on which the defect was noticed (or should have been noticed) and shall set out details of the Property, the defect, the location of the defect within the Property and identify the operative who noticed the defect and the date on which they did so."

Clause 2.15 – Named Employees

Insert a new clause 2.15:

- "2.15.1 The Contractor shall procure that in respect of all staff or persons performing any of the Order (each a **Named Employee**), before a Named Employee begins to perform any of the Order:
- 2.15.1.1 each Named Employee is questioned as to whether he or she has any convictions; and
- 2.15.1.2 insofar as a Named Employee holds a position that is eligible for such checks as prescribed by the Rehabilitation of Offenders Act 1974

(Exceptions) Order 1975 and the Police Act 1997 (Criminal Records) Regulations, results are obtained of a check of the most extensive kind available made with the Disclosure and Barring Service in respect of that Named Employee; and

- 2.15.1.3 a copy of the results of such checks as are referred to in clause 2.15.1.2 are notified to the Employer forthwith.
- 2.15.2 The Contractor shall procure that any person who appears on a barred list following the results of a Disclosure and Barring Service check pursuant to clause 2.15.1.2 shall not be employed or engaged in the performance of any of the Order.
- 2.15.3 In the event that any member of staff involved in the provision of the Order is subsequently added to a barred list, the Contractor shall procure that such member of staff shall immediately cease to be engaged in the performance of the Order.
- 2.15.4 The Contractor shall ensure that it has in place a safeguarding policy which complies with all applicable laws, enactments, orders or regulations relating to the protection or safeguarding of children and vulnerable adults and in any event complies with any safeguarding policies of the Employer notified to it from time to time.

Clause 2.16

Insert a new clause 2.16:

"Modern Slavery Legislation

In performing its obligations under this Contract, the Contractor shall and shall ensure that each of its sub-contractors shall comply with the Modern Slavery Legislation"

Clause 2.17

Insert new clause 2.17:

"Employer Policies

The Contractor shall at all times comply with the Employer Policies in carrying out its obligations under this Contract. Such compliance shall not constitute grounds for additional costs due to the Contractor or an extension of time. Notwithstanding any other provision of this contract to the extent there is a conflict between the terms of this Contract and the Employer Policies the Employer Policies shall take precedence."

Clause 2.18

Insert new clause 2.18:

- "2.18.1 The Parties will each act in the capacity of Data Controller in respect of the Personal Data Processed under this Contract and each will Process the Personal Data as independent Data Controllers.
- 2.18.2 The Parties (including their employees, agents or officers) shall at all times during the period of this Contract comply with the provisions and obligations imposed by this clause 2.18 and the Data Protection Legislation generally, including any requirement

to obtain registrations, consents, and provide notifications and relevant privacy information to Data Subjects as required for the purposes of their obligations under this Contract.

- 2.18.3 The Parties warrant and represent that they each have in place appropriate technical and organisational measures to protect the Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, and which provide a level of security appropriate to the risk represented by the processing and the nature of the data to be protected.
- 2.18.4 Each Party shall notify the other without undue delay on becoming aware of any breach of the Data Protection Legislation in relation to the Personal Data Processed under this Contract.
- 2.18.5 Whilst each Party shall be responsible for responding to any complaint in relation to the Personal Data Processed pursuant to this Contract, or any request by individuals to exercise the Data Subject's Rights, the Parties will co-operate with each other and provide reasonable assistance with any request, proceedings or inquiry by any affected Data Subject and/or the Information Commissioner or other body authorised by statute which are concerned with the Data Protection Legislation in connection with data processed under this Contract.
- 2.18.6 The provisions of this clause 2.18 shall apply during the continuance of the Agreement and indefinitely after its termination"

Clause 2.19 Copyright

Insert a new clause 2.19:

- "2.19.1 The copyright in the Contractor's Design Documents shall remain vested in the Contractor, and the Contractor hereby grants to the Employer an irrevocable, royalty-free, non-exclusive licence to copy, use and reproduce the Contractor's Design Documents and the designs contained within them for any purpose related to the Employer's interest in the Site and/or the works described in the Order or part thereof. Such licence shall enable the Employer to copy and use the Contractor's Design Documents for the extension of the works described in the Order but such use shall not include a licence to reproduce the designs contained in them for any extension of the works described in the Order. The Employer hereby agrees that the Contractor shall not be liable for any use by the Employer or its licensees of the Contractor's Design Documents for any purpose other than that for which they were prepared.
- 2.19.2 The licence granted in favour of the Employer in sub-clause 2.19.1 shall be capable of sub-licence and the Contractor shall, forthwith upon the request of the Employer at any time, deliver a single copy of the Contractor's Design Documents to the Employer."

Clause 2.20 Building safety

Insert the following new clauses:

- "2.20A Without prejudice to clause 2.20B or to the generality of clause 2.1.1, and insofar as relevant to the Works comprised within any Order placed under this Contract, the Contractor shall observe and comply with:
 - 2.20A.1 the provisions of the Building Safety Legislation; and
 - 2.20A.2 the provisions of Appendix 5.

2.20B Without prejudice to the generality of clause 2.1.1, the Contractor warrants to the Employer that:

2.20B.1 in relation to the Works 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:

2.20B.1.1 is in breach or is likely to have been in breach of any Building Safety Legislation; or

2.20B.1.2 will result, or is likely to result, in the Employer being in breach of any Building Safety Legislation.

Clause 2.20C

2.20C In addition to and without derogation from any other clause of this Contract (in particular, clauses 2.20A and 2.20B), where the Works to be carried out and completed under an Order involve work to an existing HRB which does not fall within any exemption provided for in [regulation 11(2)] of the Gateway Regulations, the Contractor shall

2.20C.1 be responsible for applying for and obtaining the completion certificate from the BSR for the relevant Works, pursuant to regulation 44 of the Gateways Regulations, and for compiling and co-ordinating all of the information required for such application in accordance with regulation 40 of the Gateways Regulations, and all costs associated with such application and information shall be deemed to be included in the Schedule of Rates; and

2.20C.2 comply with clauses 2.20D – 2.20 G of this Contract.

Clause 2.20D

2.20D The Contractor shall:

2.20D.1 prior to commencing the first Order that is placed with it, by the Employer, under this Contract establish a mandatory occurrence reporting system that satisfies the requirements of regulation 32 of the Gateways Regulations;

2.20D.2 maintain such system until the end of the Contract Period;

2.20D.3 ensure that such system is made available to all "reporting persons" as defined in regulation 35 of the Gateways Regulations; and

2.20D.4 follow and procure that all members of the Contractor's Team shall follow such procedure so as to ensure compliance with regulations 32 and 33 of the Gateways Regulations.

Clause 2.20E

2.20E Where there is a "safety occurrence" (as defined in regulation 35 of the Gateways Regulations) during the carrying out of the Works, the Contractor shall, upon becoming aware of the safety occurrence:

2.20E.1 notify the Employer and the BSR of the safety occurrence by the quickest practicable means without undue delay; and

2.20E.2 provide a written report of the safety occurrence to the Employer and the BSR within the period of ten (10) days beginning with the date the Contractor became aware of the safety occurrence, such report to include the following information:

2.20E.2.1 the date and time of the safety occurrence;

2.20E.2.2 the address of the site at which the safety occurrence happened;

2.20E.2.3 the name, address, telephone number and (if available) an email address of the person making the report;

2.20E.2.4 the type and details of the safety occurrence (including the nature of the risk); and

2.20E.2.5 details of remedial measures or mitigation carried out to make the relevant building or works or site safe.

Clause 2.20F

2.20F The Contractor shall ensure an appropriate frequency of inspections of building work and design work for safety occurrences throughout the duration of each Order and, where the Contractor is not the Principal Designer for the purposes of the Part 2A of the Building Regulations, shall provide all necessary cooperation and facilities to the Principal Designer to ensure an appropriate frequency of inspections by the Principal Designer in respect of the same.

Clause 2.20G

The Contractor shall, without further charge to the Employer:

2.20G.1 prior to the receipt of the first Order under this Contract, obtain from the Employer:

2.20G.1.1 details of the electronic facilities that exist for the purpose of holding Golden Thread Documents and related information, where relevant to Orders; and

2.20G.1.2 access to those facilities for the purpose of updating them with the Golden Thread Documents that are created and/or updated during the carrying out and completion of Orders (to the extent applicable); and

2.20G.2 on or before each Order Completion Date, supply for the retention and use of the Employer all information required pursuant to the Building Safety Legislation (to the extent applicable to the Order) including, without limitation, the Golden Thread Documents, the original completion certificate issued by the BSR pursuant to regulation 44 of the Gateways Regulations and the completion information specified in regulation 38 of the Gateways Regulations."

Clause 2.21 Handover documents

Insert a new clause 2.21:

On or before each Order Completion Date, the Contractor shall without further charge to the Employer supply for the retention and use of the Employer such drawings, warranties, manuals, guarantees and certificates as may be expressly stated in each Order as being required.

Clause 2.22 Contractor's Key Personnel

Insert a new clause 2.22:

- "2.22.1 The Contractor shall prepare a staffing plan and resourcing schedule as and when requested by the Employer or Contract Administrator which shall be subject to the approval of the Employer.
- 2.22.2 Without prejudice to clause 2.22.1, the Contractor shall appoint the persons named in the Contract Particulars and such persons shall be available as may be necessary for the proper performance of the Contractor's obligations under each Order and shall have full authority to act on the Contractor's behalf for all purposes in connection with this Contract and/or each Order.
- 2.22.3 The Contractor shall not remove any of the persons referred to in clause 2.22.2 without the Employer's prior written approval (such approval not to be unreasonably withheld and which approval shall not be required where such person dies, retires or is dismissed from the Contractor's employment). If such approval is given, the Contractor shall be responsible for replacing any such persons with a person appropriately qualified or experienced to carry out such duties who shall have been previously approved by the Employer in writing (such approval not to be unreasonably withheld or delayed)."

Clause 2.23 Compliance with Social Housing (Regulation) Act 2023

Insert new clause 2.23 as follows:

- "2.23.1 The Contractor shall carry out Orders pursuant to this Contract in such a manner as to ensure that the Employer is compliant with any regulations made or to be made pursuant to section 10A of the Landlord and Tenant Act 1985 (as inserted by section 42 of the Social Housing (Regulation) Act 2023) in relation to the Employer's implied obligations in its capacity as the landlord pursuant to any "relevant social housing lease" (as defined in section 10A(6) of the Landlord and Tenant Act 1985) of a Property within the Contract Area.
- 2.23.2 The Contractor shall forthwith notify the Employer in writing if the Contractor becomes aware of any damp and/or mould present at any Property."

Section 3 – Control of the Work

Clause 3.1

Delete clause 3.1 and insert:

- "3.1.1 The Employer may assign its entire rights and benefits under this Contract to any person at any time. The Contractor may not assign the benefit of this Contract without the consent of the Employer.
- 3.1.2 The Contractor undertakes with the Employer not to contend that any person to whom this Contract may be assigned will be precluded from recovering under this Contract any loss resulting from any breach of this Contract either by reason that the person is an assignee and not the original party to this Contract or by reason that the Employer named in this Contract or any intermediate owner of the Employer's interest in the Property shall escape loss resulting from such breach by reason of the disposal of its interest in the Property.
- 3.13 Nothing in this Contract shall prevent the Employer amalgamating with, transferring its engagements to or receiving a transfer of engagements from, or otherwise becoming a subsidiary of other organisations pursuant to sections 109, 110 or 112 of the Co-Operative and Community Benefit Societies Act 2014. If so required the Contractor shall enter into a deed of novation substituting the identity of the Employer with any entity formed as a consequence of such amalgamation or transfer."

Clause 3.2

At the end of the clause insert:

"Where the Contract Administrator consents to such sub-contracting (whether or not having approved the form of sub-contract) this shall not in any way exclude or limit the responsibilities and obligations of the Contractor under this Contract."

Clause 3.6.1

After "cancel", insert "or reduce the scope of".

Clause 3.6.2

After "cancellation", insert "or reduction in scope".

Clause 3.6.2.1

Delete "and" at the end of the clause.

Clause 3.6.2.2

Delete clause 3.6.2.2 and insert a new clause:

"Save as provided under clause 3.6.2.1, cancellation of an Order shall not give rise to any entitlement claim by the Contractor for abortive costs or any claim for loss of profit or other consequential loss of any kind or for any other amount under this Contract."

Clause 3.9.1

Delete clause 3.9.1 and replace with:

"3.9.1 the Contractor agrees to act as the Principal Contractor and to perform all of the duties and functions required to be performed by the principal contractor under the CDM Regulations and Part 2A of the Building Regulations;

Clause 3.9.2

Delete clause 3.9.2 and insert:

"The Contractor shall be the Principal Contractor for the purposes of each Order and he shall fulfil in relation to each Order all the obligations of the Principal Contractor as set out in or reasonably to be inferred from the CDM Regulations. No such compliance or fulfilment shall be treated as a Variation to the Order under the provisions of clause 3.5 or to this Contract or give rise to any claim for additional payment or extension of time or loss and/or expense or otherwise."

Clause 3.9.3

Renumber clause 3.9.3 as clause 3.9.9 and insert the following new clauses before it:

insert the following new clauses:

3.9.3 the Contractor warrants that it is competent to fulfil the duties of the Principal Contractor under the CDM Regulations and the Building Regulations in relation to each Order and the Site and it has allocated or (as the case may be) will allocate adequate resources to enable it to comply with the provisions of this clause;

3.9.4 the Contractor warrants that the members of the Contractor's Team are competent and shall remain competent to perform all duties and functions required to be performed by them under the CDM Regulations and the Building Regulations;

3.9.5 as and when requested to do so by the Employer, the Contractor shall give the Employer a written record of the steps taken under regulation 11E(2) of the Building Regulations when appointing each member of the Contractor's Team;

3.9.6 where the Contractor is and while it remains the Principal Designer

3.9.6.1 for the CDM Regulations, it shall perform all of the duties and functions required to be performed thereunder and shall, without charge, prepare and

deliver to the Employer, two copies of the health and safety file that relates to the Works carried out and completed in relation to each Order; and

- 3.9.6.2 for the purposes of the Building Regulations, it shall perform all the duties and functions required to be performed thereunder and shall comply with regulations 11F, 11G, 11I, 11J, 11K and 11M of the Building Regulations.
- 3.9.7 whether or not the Contractor is the Principal Designer for the purposes of the CDM Regulations, but is the Principal Contractor for the purposes of the CDM Regulations and the CDM Regulations Principal Designer's appointment concludes before completion of an Order, the Contractor shall review, update and revise the health and safety file in accordance with regulations 12(8) to (10) of the CDM Regulations, at no cost to the Employer, which shall not entitle the Contractor to an extension of time;
- 3.9.8 whether or not the Contractor is the Principal Contractor, compliance by the Contractor with its duties, including following any directions given under regulation 15(3) of the CDM Regulations and 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; and".

Clause 3.11 Acknowledgements, confirmations, advice etc. given by the Contract Administrator not to limit or exclude Contractor's liability

Insert new clause 3.11:

"No admission, consent, comment, sanction, acknowledgement, confirmation or advice made or given by or on behalf of the Contract Administrator shall operate to exclude or limit the Contractor's liability for any breach of its obligations under this Contract."

Section 4 - Payment

Delete clause 4.1 and insert:

- "4.1.1 The Parties agree and confirm that the procedure for the payment of VAT (if any) by either Party to the other shall be governed entirely and exclusively by the provisions of this clause 4.1 notwithstanding any other provision of this Contract.
- 4.1.2 Any consideration (whether monetary consideration or non-monetary consideration) paid or provided under or in connection with this Contract is to be treated as exclusive of any VAT. If the person making the supply (or the representative member of the VAT group of which it is a member) is required to account for VAT on any supply, the recipient of the supply shall pay (in addition to paying or providing any other consideration) an amount equal to the amount of that VAT upon the later of:
- 4.1.2.1 the time for payment or provision of the consideration; and
 - 4.1.2.2 the receipt by the recipient of the supply of a VAT invoice in respect of that VAT.
- 4.1.3 The Employer confirms that the requirements specified in article (8)(1)(b) of the VAT Order will be satisfied in respect of any Supply and the Parties consider that the Reverse Charge will not apply to the Supplies so that it is for the Contractor to account for and pay VAT to HMRC.
- 4.1.4 Notwithstanding clause 4.1.3, where the Contractor has accounted for VAT on Supplies (on the understanding that the Reverse Charge did not apply) but HMRC notifies the Employer in writing that:
- 4.1.4.1 the Reverse Charge did apply in respect of those Supplies, and
 - 4.1.4.2 notwithstanding that the Contractor has accounted for VAT to HMRC in respect of those Supplies, the Employer has to account for VAT under the Reverse Charge on those Supplies,
- the Contractor shall, within two Business Days of receipt of a copy of such notice, issue a credit note to the Employer in respect of those Supplies and at the same time pay to the Employer the amount of VAT included in such credit note."

Clause 4.5.2

In line 2-3 after "following receipt by the Contract Administrator of the Contractor's application" insert "and a duly completed VAT invoice".

Clause 4.5.4.3

In line 1 after "not later than 5 (five) days after the due date" insert "but not more than 14 (fourteen) days before the due date"

Clause 4.6.1

In line 2 of clause 4.6.1 delete "14" and insert "28 (twenty eight)"

Clause 4.7.1

In line 5 before "its obligations" insert "all or any of"

Clause 4.8 – Effect of certificates and payments

Insert a new clause 4.8:

"Neither the issue by the Contract Administrator of any certificate nor the payment of any amount by the Employer to the Contractor pursuant thereto shall constitute or imply or be evidence of the Employer's approval or acceptance of any work, materials or equipment or shall relieve the Contractor of any of its obligations under this Contract."

Clause 4.9 – Set off

Insert a new clause 4.9:

"The Employer may at any time set-off any liability of the Contractor to the Employer whether or not any such liability is present or future, liquidated or unliquidated, and whether or not any such liability arises under this Contract, any Order, or another contract between the Employer and the Contractor. Any exercise by the Employer of its rights pursuant to this clause 4.9 shall not limit or affect any other rights or remedies available to it under this Contract or otherwise. The Employer's rights of deduction or set-off shall be in addition to all common law rights of set-off or deduction and any other rights, remedies, actions, claims or demands which the Employer may have against the Contractor and shall not affect the Employer's right to recover any further sums due to it under this Contract or generally."

Section 5 – Measurement and Valuation

Clause 5.3.3

Insert a new clause 5.3.3:

"Where the Contractor is to undertake measurement of an Order the Contractor shall give the Contract Administrator not less than 5 days prior written notice of the time when the Contractor is to undertake measurement of an Order in order for the Contract Administrator to be present at the time of such measurement should he so decide."

Clause 5.6

Delete clause 5.6 and replace with.

"Rates - Fluctuations

- 5.6.1 The Parties acknowledge the likelihood of the cost of materials and labour fluctuating during the Contract Period and have agreed that those fluctuations will be reflected in the Index.
- 5.6.2 The Parties have agreed that the Schedule of Rates shall be adjusted to reflect those increases in costs in accordance with this clause 5.6.
- 5.6.3 Any adjustment to the Schedule of Rates carried out in accordance with this clause will apply to the next Order issued after the date of each adjustment.
- 5.6.3 The Parties have agreed that the Schedule of Rates shall be adjusted:
- (a) on the date of the first Order;
 - (b) twelve (12) months after the date of the first Order; and
 - (c) thereafter every twelve (12) months.
- each (a **Review Date**).
- 5.6.4 On the date of the first Order the Contract Administrator shall use the Index for the period between the date of the Contract and the first Order to calculate any adjustment to the Schedule of Rates and shall issue a notice to the Contractor with the revised Schedule of Rates within 10 Business Days and shall allow the Contractor 10 Business Days to approve or reject the revised Schedule of Rates.
- 5.6.5 On each subsequent Review Date, the Contract Administrator shall use the Index for the period since the date of the previous adjustment to calculate any adjustment to the Schedule of Rates and shall issue a notice to the Contractor with the revised Schedule of Rates within 10 Business Days and shall allow the Contractor 10 Business Days to approve or reject the revised Schedule of Rates.
- 5.6.6 If the Contractor rejects any of the revised Schedules of Rates, either party may refer the matter to an Independent Expert (acting as expert and not arbitrator) for determination.

5.6.7 Notwithstanding the provisions of clauses 5.6.2-5.6.6 (inclusive):

- (a) if the Employer or Contract Administrator gives notice to the Contractor that the circumstances in paragraph 6.2 of the Schedule apply, then from and including the next Review Date until the earlier of: (i) the Review Date following the issue by the Employer of a subsequent notice (if any) confirming that the circumstances in paragraph 6.3 of the Schedule apply; or (ii) the end of the Contract Period, the provisions of clauses 5.6.4 - 5.6.6 (inclusive) shall have no effect.
- (b) if the Employer issues a notice to the Contractor pursuant to paragraph 6.2 of the Schedule then the provisions of 5.6.4-5.6.6 shall apply from and on the next Review Date following the issue of such notice and the calculation of the next such adjustment shall be on the basis of the Index correct as at such Review Date.

5.6.8 For the purposes of this clause 5.6:

- (a) **Independent Expert** means a chartered surveyor who is a member of the Royal Institution of Chartered Surveyors of at least 10 years' experience, agreed on and appointed jointly by the Employer and Contractor and failing such agreement a chartered surveyor nominated by the application of either of them by the President for the time being of the Royal Institution of Chartered Surveyors.
- (b) The determination of the Independent Expert shall be conclusive between, and binding on, the Parties, save in the case of manifest error, in which case the Parties shall submit to the exclusive jurisdiction of the English Courts.
- (c) Whenever an Independent Expert is appointed, then:
 - i they shall be required to permit the Parties no more than 10 Business Days to make written representations to them;
 - ii they shall forthwith disclose to the other party the written representations they have received, and shall permit them no more than 15 Business Days to make written submissions to them on the written representations;
 - iii they shall be required to issue their written determination within a period of 15 Business Days after the receipt of the written representations or submissions or, if there are none, after the expiry of the time allowed for them to be made or as soon as may reasonably be practicable afterwards;
 - iv in making their determination, they shall be required to have regard to such representations and submissions as have been made to them by the Parties, and they shall be required to give written reasons for their determination;
 - v their costs and expenses shall be paid to them as they may direct after written representations made to them to that end by any party;

- vi if they die or become unwilling or unable to act, a new Independent Expert may be appointed at the request of any party in accordance with the terms set out above; and
- vii they may, in their determination, make an award of compensation for loss suffered by a party caused by a breach of obligation, the subject matter of which arises from the issues submitted to them for determination."

Clause 5.8

In line 2 delete "during normal working hours (as referred to in clause 5.7.1)"

Clause 5.9 Notifiable changes and major changes under the Gateways Regulations

Insert a new clause 5.9:

"5.9.1 In the event that any Variation also comprises a "notifiable change" or a "major change", each as defined in section 26 of the Gateways Regulations, the Contractor shall notify (in the case of a notifiable change) or make an application for approval to (in the case of a major change) the BSR on behalf of the Employer.

5.9.2 The Contractor shall create and maintain a change control log that complies with section 19 of the Gateways Regulations, and shall not commence the work to which the notifiable

change or major change relates until:

5.9.2.1 in the case of a notifiable change, the notification to the BSR has been given; or

5.9.2.2 in the case of a major change, the BSR has granted its approval in respect of the change control application.

5.9.3 In respect of any notifiable change or major change, the Contractor shall:

5.9.3.1 collate, review and provide all documents required for the notification or application to the BSR, and liaise with other Dutyholders, as necessary, to ensure that the notification or application satisfies the requirements of regulations 20 and 21 (as the case may be) of the Gateways Regulations; and

5.9.3.2 submit such documents to the Employer, for approval, prior to making the notification or application.

5.9.4 In respect of any application to the BSR for a major change the Contractor shall:

5.9.4.1 amend and re-submit the application in the event that the BSR issues a notice that the application is not valid in accordance with regulations 22(2) of the Gateways Regulations or issues a rejection in accordance with regulation 24(2)(a) of the Gateways Regulations;

5.9.4.2 respond to any queries or requests for information made by the BSR;

- 5.9.4.3 comply with any requirement specified by the BSR as a condition of approval in accordance with regulation 24(2)(b) of the Gateways Regulations; and
 - 5.9.4.4 provide all reasonable assistance, documentation and other information as necessary to support the making of an appeal by the Employer pursuant to regulation 49 of the Gateways Regulations against a decision of the BSR.
- 5.9.5 For the avoidance of doubt:
- 5.9.5.1 the Contractor's sole and exclusive remedy for any delay to any Order Date for Completion shall be pursuant to clause 2.10, provided always that, should there be any delay in receipt from the BSR of the grant of approval to an application for a major change that exceeds the period of 6 weeks specified in regulation 22(1)(b) of the Gateways Regulations, the Contractor shall be entitled to a further extension of time in respect of such delay subject to the Contractor having taken all practicable and timely steps to avoid or reduce such delay; and
 - 5.9.5.2 the Employer shall have no liability under this Contract for any additional costs or expense in respect of such delay."

Section 6 – Injury, Damage and Insurance

Clause 6.1

In line 3 after "Order" insert "including the performance of the Contractor's obligations under clause 2.12"

Clause 6.2

In line 4 after "Order" insert "including performance of the Contractor's obligations under clause 2.12"

Add the following new sentence at the end of the clause:

"The reference to "property real or personal" in this clause 6.2 shall include the existing structures and/or any of their contents".

Clause 6.2A

Insert a new clause 6.2A:

"The Contractor shall be liable for, and shall indemnify the Employer against, all liabilities, costs, expenses (including legal expenses on an indemnity basis), damages, losses, actions and claims for breach of statutory duty which may arise out of, or in consequence of, the performance or non-performance by the Contractor of its obligations under this Contract, except to the extent the same is due to any act or neglect of the Employer, any Employer's Persons or any Statutory Undertaker."

Clause 6.6

In line 1 of the definition of "Joint Names Policy", after the word "Contractor" insert "and, if required by the Employer, any Funder"

Clause 6.7

Delete clause 6.7.1 and replace with:

"The Employer shall use reasonable endeavours to take out and maintain a policy of insurance in respect of the existing structures together with the contents of them owned by the Employer or for which the Employer is responsible, for the full cost of reinstatement, repair or replacement of loss or damage due to any of the Specified Perils but for the avoidance of doubt such policy shall not be a Joint Names Policy. The Contractor shall as and when required adhere to all reasonable requirements and/or recommendations made from time to time by the insurers with whom the Employer maintains a policy of insurance in accordance with this clause 6.7 and notified to the Contractor".

In the hanging paragraph in clause 6.7 delete the word "Policies" and replace with "Policy".

Clause 6.7.1.3

Insert new clause 6.7.1.3:

"The Contractor shall remain responsible for any loss or damage not covered by any Joint Names Policy."

Clause 6.11.1

At the end of the clause insert "including evidence of the Contractor's disclosure to its insurers that the existing structures is property real or personal for the purposes of clauses 6.2 and 6.4"

Clause 6.13.3

Delete the words from "," in line 2 to the end of the clause and replace with:

":

6.13.3.1 (where the Contractor has notified a reduction in the scope or level of cover pursuant to clause 6.13.1) the Contractor shall continue to maintain Terrorism Cover at such reduced level or scope of cover;

6.13.3.2 the Employer may instruct the Contractor to effect and maintain any alternative or additional form of Terrorism Cover then reasonably obtainable by the Contractor, the net additional cost to the Contractor of any such cover and its renewal shall be added to the amounts payable to the Contractor."

Clause 6.13.5

At the end of the clause insert:

"For the avoidance of doubt where clause 6.13.3.1 applies the provisions of clause 6.14 and not this clause 6.13.5 shall apply."

Clause 6.14.3

In the last line delete "Employer" and replace with "Contractor".

Clause 6.16

Insert a new clause 6.16:

"The Contractor shall take all reasonable precautions to prevent any nuisance or inconvenience to the owners, tenants or occupiers of other premises upon or in the locality of the Site and to the public generally, including measures to reduce the nuisance from noise, dust, smell, fumes and vibration during the carrying out of the work comprised in the Order."

Clause 6.17

Insert new clause 6.17:

"Notwithstanding any other provision of this Contract, the Contractor shall be responsible for the payment of any deductible and/or excess and/or costs of claim under any policy of insurance effected by the Employer or Contractor (as applicable) hereunder save to the extent the cause of

the relevant claim giving rise to such deductible and/or excess and/or costs is attributable to any act or omission of the Employer."

Section 7 – Break Provision- Rights of each Party

Clause 7.1

Delete clause 7.1 and insert:

"7.1.1 The Employer shall have the right to reduce the duration of the Contract Period by giving the Contractor not less than 26 (twenty six) weeks' notice to that effect.

7.1.2 The Contractor shall have the right to reduce the duration of the Contract Period by giving the Employer not less than 26 (twenty six) weeks' notice to that effect.

7.1.3 Notice given pursuant to either clause 7.1.1 or clause 7.1.2 may expire at any time not less than 6 months after the date of commencement of the Contract Period."

Clause 7.2

Delete clause 7.2 and insert:

"7.2 Notwithstanding receipt by a party of a notice pursuant to clause 7.1.1 or 7.1.2 the Contractor shall continue to accept and complete: (1) Orders issued by the Contract Administrator that can be completed within the period of notice pursuant to clause 7.1.1 or 7.1.2 (as relevant); and (2) if agreed as between the Contractor and Contract Administrator, any such Orders that have been given prior to the expiry of such notice where the date for completion of which falls after the expiry of such notice period.

Clause 7.3 Extension option

Insert a new clause 7.3:

"7.3 No later than one (1) month prior to the expiry of the Contract Period, the Employer may serve notice on the Contractor extending the Contract Period by up to a further six months."

Section 8 – Termination for Default, etc.

Clause 8.1.4.1

Delete "it enters into an arrangement, compromise or composition in satisfaction of its debts" and insert:

"it commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangements with any of its creditors"

Clause 8.4.1.2

Delete clause 8.4.1.2 and replace with:

- "8.4.1.2 without reasonable cause fails to carry out any work pursuant to any one or more Orders before each relevant Order Date for Completion;
- 8.4.1.3 without reasonable cause significantly suspends, disrupts or delays the carrying out of any work pursuant to any Order or Orders;
- 8.4.1.4 fails to proceed regularly and diligently with any work pursuant to any Order or Orders;
- 8.4.1.5 fails to carry out any work pursuant to any Order or Orders in accordance with this Contract."

Clause 8.6

Delete clause 8.6 and insert:

- "8.6.1 The Contractor undertakes to the Employer that:
 - 8.6.1.1 it has not and its current and former directors, officers and employees have not and shall not engage in any Corrupt Activity;
 - 8.6.1.2 it has not and its current and former directors, officers and employees have not and shall not engage in any activity, practice or conduct which could or would place the Employer in breach of section 7(1) Bribery Act or sections 45(1) or 46(1) Criminal Finances Act;
 - 8.6.1.3 it has and shall maintain and implement procedures to ensure compliance with clauses 8.6.1.1 and 8.6.1.2 and (in the case of section 7 Bribery Act) adequate procedures and (in the case of sections 45 and 46 Criminal Finances Act) reasonable procedures designed to prevent any Associated Person from undertaking any Corrupt Activity and/or conduct that would give rise to an offence under section 7 Bribery Act or sections 45(1) or 46(1) Criminal Finances Act;

- 8.6.1.4 it shall include undertakings similar to those contained in this clause 8.6.1 in any contract it may enter into with sub-contractors and suppliers;
- 8.6.1.5 from time to time, at the reasonable request of the Employer, it will confirm in writing that it has complied with its undertakings under clauses 8.6.1.1 to 8.6.1.4 inclusive and will provide any information reasonably requested by the Employer in support of such compliance;
- 8.6.1.6 it shall maintain adequate records to assist in verifying its compliance with the provisions of this clause 8.6.1 (including without limitation books of account showing all payments made by the Contractor in connection with this Contract) and shall permit the Employer and its third party representatives, on reasonable notice during normal business hours, but without notice in the case of any reasonably suspected breach of clauses 8.6.1.1 to 8.6.1.3 inclusive, to access and take copies of such records and to meet with the Contractor's personnel to audit the Contractor's compliance with its obligations under this clause 8.6.1. The Contractor shall give all necessary assistance to the conduct of such audits.
- 8.6.2 The Contractor shall indemnify the Employer against any losses, liabilities, damages, costs (including but not limited to legal fees) and expenses incurred by, or awarded against, the Employer as a result of any breach of clause 8.6.1 by the Contractor or any breach of provisions equivalent to clause 8.6.1 in any contract with a sub-contractor or supplier.
- 8.6.3 The Employer may by notice to the Contractor terminate the Contractor's employment under this Contract and (if applicable) any other contract between the Employer and the Contractor:
 - 8.6.3.1 in the event of breach of clauses 8.6.1.1 to 8.6.1.4 inclusive; and/or
 - 8.6.3.2 if an Associated Person (or anyone employed by or acting on behalf of them) engages or has engaged in Corrupt Activity or any activity, practice or conduct which could or would place the Employer in breach of section 7(1) Bribery Act or sections 45(1) or 46(1) Criminal Finances Act; and/or
 - 8.6.3.3 where the Employer is a local authority if the Contractor gives or has given any fee or reward the receipt of which is an offence under section 117(2) Local Government Act 1972; and/or
 - 8.6.3.4 where section 78 of PA23 applies to this Contract, the circumstances set out in s.78(2)(a) PA23 apply."

Clause 8.9

Delete clause 8.9 and insert:

- "8.9.1 Where section 78 of PA23 applies to this Contract, the Employer shall be entitled by notice to the Contractor to terminate the Contractor's employment under this Contract where any of the grounds set out in:
 - .1 section 78(2)(b) of the PA23 apply; or

.2 section 78(2)(c) of the PA23 apply provided that, before exercising its right to terminate the Contractor's employment pursuant to this clause 8.9.1, the Employer shall give the Contractor reasonable opportunity to terminate the employment of the excluded or excludable sub-contractor, and if necessary, find an alternative sub-contractor to which to sub-contract the relevant sub-contract works, and if the Contractor does so to the Employer's reasonable satisfaction the ground for termination pursuant to this clause 8.9.1.2 shall no longer be applicable.

8.9.2 The Contractor shall include in any sub-contract (and shall require inclusion in any sub-sub-contract) provisions to enable the Contractor to terminate the sub-contractors' employment where clause 8.9.1.2 applies."

Clause 8.9A

Insert a new clause 8.9A as follows: "The Contractor shall notify the Employer immediately upon becoming aware at any time prior to practical completion that it is an 'excluded supplier' or an 'excludable supplier' each within the meaning given to such term in section 57 of the PA23."

Clause 8.10

In line 1 delete "8.6" and insert "8.6.3"

Clause 8.13 Vacating the Properties

Insert new clause 8.13:

"Upon any termination of the Contractor's employment or if this Contract is determined or discharged and notwithstanding that the validity of such determination or discharge is disputed by the Contractor, the Contractor shall immediate vacate the Properties in accordance with the Contract Documents."

Section 9 – Settlement of Disputes

Clause 9.4

Delete clause 9.4 and insert "Not used."

Clause 9.5

Delete clause 9.5 and insert "Not used."

Clause 9.6

Delete clause 9.6 and insert "Not used."

Clause 9.7

Delete clause 9.7 and insert "Not used."

Clause 9.8

Delete clause 9.8 and insert "Not used."

Clause 9.9

Delete clause 9.9 and insert "Not used."

The Schedule - Supplemental Provisions

Paragraph 2.1

In line 1 delete "is encouraged to" and insert "shall, when it is reasonably practicable to do so,"

Paragraph 2.2

In line 3 before "." insert "together with such information as the Employer may reasonably request"

Paragraph 3

Delete the existing Supplemental Provision 3 and insert:

- "3.1 Where section 78 of PA23 applies to this Contract, the Contractor shall include in any sub-contract it enters into suitable provisions to impose the requirements of s.73(1) of the PA23.
- 3.2 Where section 78 of PA23 applies to this Contract, the Contractor shall include in any sub-contract it enters into suitable provisions requiring the sub-contractor to provide any information reasonably required by the Employer to enable it to fulfil its obligations under the PA23."

Paragraph 5

Delete existing Supplemental Provision 5 and replace with:

- "5.1 The Contractor shall achieve the KPIs and shall take all practicable steps to ensure that its sub-contractors, suppliers and sub-consultants are subject to the KPIs. The Employer shall monitor and assess the Contractor's performance by reference to the KPIs.
- 5.2 The Contractor shall at , by the last Business Day of each month, provide a report in such form as the Employer may reasonably require setting out the Contractor's performance against the KPIs, together with such additional or supporting information as the Employer may reasonably request, in order that the Employer may accurately measure the Contractor's performance against the KPIs.
- 5.3 If, at any time after the date of this Contract, the Employer (acting reasonably) determines that a KPI has not been, or is at risk of not being met the Contractor shall, within 5 Business Days' notice of the same by the Employer, set out all the steps it proposes to take to meet such KPI by way of an improvement plan which shall, as a minimum include:
- 5.3.1 a clear plan of action as to how the Contractor intends to rectify the notified failures within a 1 month period;
- 5.3.2 the Contractor's proposed monitoring and reporting measures to assess the effectiveness of the remedial action taken; and
- 5.3.3 such other information as the Employer may in its notice given pursuant to clause 5.3 above require

(a KPI Improvement Plan).

5.4 The Employer and the Contract Administrator shall consider the Contractor's proposals in a KPI Improvement Plan and amend or clarify them as appropriate and the Contract Administrator shall issue the finalised proposals to the Contractor as an action plan (a **KPI Action Plan**) and the Contractor shall at its own cost implement the KPI Action Plan forthwith.

5.5 In the event that:

5.5.1 the Contractor does not submit a report in the relevant form required by the date specified in clause 5.2;

5.5.2 the Contractor does not submit a KPI Improvement Plan in the relevant form required by the timescales specified in clause 5.3;

5.5.3 the Contractor does not implement the relevant KPI Action Plan forthwith; or

5.5.4 the Contractor does implement a relevant KPI Action Plan but at the end of 1 month from the date the KPI Action Plan is issued by the Contract Administrator the Contractor is still in the Employer's reasonable opinion failing to achieve the relevant KPIs,

then the Contractor shall be considered to be in breach of this Contract and the Employer may, at its discretion and without prejudice to any of the other rights and remedies available to it pursuant to this Contract, exercise any or all of the options set out in paragraph 5.6.

5.6 The options expressly referred to in paragraph 5.5 which are available to the Employer are:

5.6.1 terminate the employment of the Contractor and its engagement under this Contract on one month's written notice, in which case the consequences of termination set out in clause 8.10 of this Contract shall apply; or

5.6.2 make a deduction of the profit element of the relevant Orders in accordance with the Tendered Pricing Schedule; or

5.6.3 shorten the Contract Period or reduce the scope of works and services to be carried out by the Contractor by written notice with immediate effect; or

5.6.4 cancel any in-progress Orders by written notice with immediate effect and recharge to the Contractor the cost of completing such cancelled Orders by others and any cancellation of an Order shall not give rise to any entitlement or claim by the Contractor for abortive costs or any claim for loss of profit or other consequential loss of any kind or for any other amount under this Contract."

Paragraph 6

Insert new paragraph 6 as follows:

"6 Without prejudice to the provisions of paragraph 5:

- "6.1 if the Employer (acting reasonably) determines that over the course of a rolling 12 month period the KPIs (or any one of them) have not been achieved by the Contractor, the Employer may, in its discretion, issue a notice in writing to the Contractor stating:
- (a) the KPI or KPIs that the Employer considers have not been met;
 - (b) the period of time (in months) for which the Employer has considered that such KPI or KPI has not been met;
 - (c) that the Employer may, in its discretion, by the issue of a further notice in writing, confirm that the circumstances in clause 5.6.7(a) apply.
- 6.2 If, from the date two months following the issue of a notice pursuant to paragraph 6.1, the Employer (acting reasonably) considers that the Contractor has not achieved the KPIs referred to in such notice, it may by the issue of a subsequent notice in writing confirm to the Contractor that the provisions of clause 5.6.7(a) apply and such provisions shall have effect from the date of issue of such notice.
- 6.3 If, after the date 12 months following the issue of a notice pursuant to 6.3, the Contractor has demonstrated to the Employer's reasonable satisfaction that such KPIs referred to in paragraph 6.1 have been achieved for the preceding 12 months, the Employer shall issue a notice in writing confirming that the provisions of clause 5.6.7(b) apply and such provisions shall have effect from the date of issue of such notice."

Appendix 2

Parent Company Guarantee

Not Applicable



dated

NOT APPLICABLE

and

Vivid Housing Limited

Parent company guarantee

in relation to all of Vivid Housing Limited's housing stock

Trowers & Hamblins LLP
3 Bunhill Row
London
EC1Y 8YZ

t +44 (0)20 7423 8000
f +44 (0)20 7423 8001
www.trowers.com

trowers & hamblins

Parent company guarantee

dated

Parties

- (1) [] (registration number []) whose registered office is at [] (the **Guarantor**)
- (2) **Vivid Housing Limited** a registered society (registered number 7544) whose registered office is at Peninsular House, Wharf Road, Portsmouth, Hampshire, PO2 8HB (the **Beneficiary**)

Introduction

- (A) The Beneficiary has entered into the Term Contract (defined below) with the Contractor (defined below) for the carrying out of the Project for the sum mentioned in the Term Contract.
- (B) The Guarantor has agreed to guarantee the due performance of the Term Contract in the manner set out in this Guarantee.

Agreed terms

1 Interpretation and definitions

In this Guarantee the following terms have the following meanings unless inconsistent with the context:

Beneficiary shall include successors and assigns;

Contractor means [] (registration number []) whose registered office is at [];

Obligations means the obligations, duties, undertakings, covenants and conditions by or on the part of the Contractor contained in the Term Contract and to be observed and performed by the Contractor;

Project means the [planned leaseholder cyclical decorations and flooring works] /

[planned leaseholder and general needs blocks, windows, doors, communal doors and fire doors] carried out/to be carried out at the Site;

Site means at all of Vivid Housing Limited's housing stock as more particularly set out in the Term Contract;

Term Contract means the JCT Measured Term Contract (2016 edition) as amended entered into between the Beneficiary and the Contractor dated relating to the Project as amended or varied;

2 Consideration

In consideration of the payment of £10.00 (ten pounds) by the Beneficiary to the Guarantor (receipt of which the Guarantor hereby acknowledges) the Guarantor covenants with the Beneficiary as set out in this Guarantee.

3 Guarantee

The Guarantor irrevocably and unconditionally:

3.1 guarantees the due observance and punctual performance of all the Obligations by the Contractor;

3.2 undertakes with the Beneficiary that:

3.2.1 if the Contractor fails to pay any debt, damages, interest or costs due from the Contractor to the Beneficiary under or in connection with the Term Contract including pursuant to any judgement of a court or arbitrator's award or decision of an adjudicator against the Contractor in favour of the Beneficiary the Guarantor shall, on receipt of written demand, without deduction or withholding pay to the Beneficiary that amount as if it was the principal obligor;

3.2.2 if the Contractor fails to perform any of the Obligations (other than those referred to in clause 3.2.1) and/or the employment of the Contractor under the Term Contract is terminated by operation of clause 8 of the Term Contract the Guarantor shall immediately on demand procure that a subsidiary of the Guarantor or that the Guarantor itself carries out, observes and performs all of the Obligations in substitution for the Contractor.

4 Indemnity

The Guarantor (as principal obligor and as a separate, primary and independent obligation from the obligations set out in clause 3) undertakes to indemnify and keep indemnified the Beneficiary immediately on demand against any cost, loss or liability suffered and expenses suffered or incurred by the Beneficiary:

4.1 as a result of the Contractor's failure to carry out, observe or perform all or any of the Obligations; and/or

4.2 if the Contractor fails to pay any debt, damages, interest or costs due from the Contractor to the Beneficiary under or in connection with the Term Contract; and/or

4.3 if the employment of the Contractor under the Term Contract is terminated by operation of clause 8 of the Term Contract; and/or

4.4 if any of the Obligations are or become unenforceable, invalid or illegal on any ground whatsoever as if the Obligations had not become unenforceable, invalid or illegal

provided that the amount payable by the Guarantor under this clause shall not exceed the amount which would have been payable by the Contractor under the Term Contract (excluding rights of deduction, set off and counterclaim) and on the basis that the Term Contract is valid and enforceable.

5 **Amendments to the Term Contract and/or the Obligations**

The Term Contract and/or any or all of the Obligations may be modified, amended or supplemented in any way without the Guarantor's consent and the Guarantor expressly confirms that it intends that this Guarantee shall extend from time to time to any (however fundamental) variation, increase, extension or addition to or of the Term Contract and/or to or of any or all of the Obligations including, without limitation, any alteration to the nature or extent of the works to be carried out under the Term Contract and/or any allowance of time by the Beneficiary under the Term Contract.

6 **Waiver of defences**

The Guarantor shall not be discharged or released from this Guarantee by any act, omission, matter or thing which, but for this clause, would or might reduce, release or prejudice any of its obligations under this Guarantee including, without limitation, any one or more of the following:

- 6.1 any alteration to the nature or extent of the Project or any amendment to or variation, express or implied, waiver or release of the terms of the Term Contract;
- 6.2 any allowance of time, forbearance, indulgence or other concession granted to the Contractor under the Term Contract or any other compromise or settlement of any dispute between the Beneficiary and the Contractor **provided that** the Beneficiary shall not pursue against the Guarantor a remedy contrary to the terms of any such compromise or settlement insofar as the Contractor shall have complied with the terms of such compromise or settlement;
- 6.3 the liquidation, bankruptcy, administration, absence of legal personality, dissolution, incapacity, amalgamation, reconstruction or any change in the name, composition, status, function, ownership or control of the Contractor or the Guarantor;
- 6.4 any disclaimer of the Term Contract by any liquidator or administrator appointed to the Contractor (and the Term Contract shall for the purposes of this Guarantee be deemed to continue notwithstanding any such disclaimer);
- 6.5 any provision of the Term Contract being or becoming illegal, invalid, void, voidable or unenforceable for any reason whatsoever;
- 6.6 the suspension or termination of the Term Contract or of the employment of the Contractor under the Term Contract for any reason whatsoever; and
- 6.7 any failure to take or to realise (or fully to take or to realise), or any release, discharge, exchange or substitution of, any security, guarantee or indemnity in respect of the Term Contract.

7 **Continuing Guarantee**

This Guarantee is a continuing guarantee and shall remain in operation until all the obligations, duties, undertakings, covenants, conditions and warranties now or hereafter to be carried out or performed by the Contractor under the Term Contract shall have been satisfied or performed in full.

8 **Calls on the Guarantee**

8.1 The Beneficiary may make more than one (1) demand under this Guarantee.

8.2 The Beneficiary shall not be obliged to pursue any means of recourse against the Contractor before being entitled to enforce this Guarantee against the Guarantor **provided that** if the Beneficiary does seek recourse against the Contractor any money judgement of a court or arbitrator's award or decision of an adjudicator against the Contractor in favour of the Beneficiary under the Term Contract shall be conclusive evidence for the purposes of this Guarantee as to any liability of the Contractor to which such judgement award or decision relates (unless and until the same is set aside by any competent tribunal).

8.3 The Beneficiary is not bound to make demand on or enforce any rights against any other guarantor or person before enforcing this Guarantee.

9 **Representations**

The Guarantor represents and warrants to the Beneficiary that:

9.1 this Guarantee constitutes a valid and legally binding obligation of it in accordance with its terms;

9.2 it has the power and has taken all corporate and other action required to enter into this Guarantee and to authorise its execution and delivery and the performance of its under obligations under it;

9.3 the execution, delivery and performance of this Guarantee does not violate its constitution, any law applying to it or any agreement or other obligation binding on the Guarantor or any of its assets;

9.4 it is not insolvent or in liquidation or administration or subject to any other insolvency procedure and no receiver, manager, trustee, custodian or analogous officer has been appointed in respect of any part of its property, undertaking or assets in any jurisdiction.

10 **Deferral of Guarantor's rights**

10.1 Insofar as any sums are payable (contingently or otherwise) by the Contractor to the Beneficiary under the Term Contract the Guarantor shall not exercise any right of set-off or counterclaim against the Contractor or any other person or prove in competition with the Beneficiary in respect of any payment by the Guarantor under this Guarantee. If the Guarantor receives any sums from the Contractor or any other person in respect of any payment of the Guarantor under this Guarantee the Guarantor shall hold such

monies in trust for the Beneficiary so long as any sums are payable (contingently or otherwise) under this Guarantee.

- 10.2 The Guarantor will not, without the prior written consent of the Beneficiary, hold any security from the Contractor or any other person in respect of the Guarantor's liability under this Guarantee or in respect of any liability or other obligations of the Contractor to the Guarantor. The Guarantor will hold any security held by it in breach of this provision in trust for the Beneficiary.

11 **Additional security**

This Guarantee is in addition to and not in substitution for any present and future guarantee lien or other security held by the Beneficiary. The Beneficiary's rights under this Guarantee are in addition to and not exclusive of those provided by law.

12 **Interest on late payment**

If the Guarantor defaults in the payment when due of any sum payable under this Guarantee (whether determined by agreement or pursuant to an order of court or otherwise) its liability shall be increased to include interest on such sum from the date when it is due for payment up to and including the date of actual payment (after as well as before judgement) at the rate of 5% above the bank rate from time to time of the Bank of England. Interest shall accrue on a daily basis and shall be compounded monthly.

13 **Invalidity of any of the terms of this Guarantee**

If any provision of this Guarantee is held by any competent authority to be invalid unlawful or unenforceable in whole or in part, the validity lawfulness and enforceability of the other provisions of this Guarantee and the remainder of the provision in question shall not be affected thereby.

14 **Assignment**

The Beneficiary shall be entitled to assign this Guarantee and/ or the benefit of it to a party to whom it has simultaneously assigned the benefit of the Term Contract in accordance with the terms of the Term Contract.

15 **Notices**

- 15.1 Any notice to be given under this Guarantee shall be in writing and shall be deemed to be duly given if delivered in the case of a corporation to the parties' registered office for the time being or in any other case to the parties' principal place of business.

- 15.2 Notices shall be delivered by:

15.2.1 hand delivery; or

15.2.2 pre-paid registered or recorded delivery mail; or

- 15.2.3 email transmission (transmitted before 4.00 pm on a working day) and confirmed by first class pre paid post.
- 15.3 Notices and communications shall be deemed to have been delivered or received in the case of:
 - 15.3.1 hand delivery on the date of delivery;
 - 15.3.2 pre-paid registered or recorded delivery mail on the second working day after the notice of communication is posted;
 - 15.3.3 email transmission sent in accordance with clause 15.2.3 on the date and time the facsimile is successfully transmitted as evidenced by the sender's facsimile transmission slip.

16 **Contracts (Rights of Third Parties) Act 1999**

The parties hereby confirm that nothing in this Guarantee shall confer on any person any right to enforce any term of this Guarantee which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.

17 **Limitation**

The Beneficiary may not start proceedings against the Guarantor under this Guarantee in respect of any claim if any proceedings against the Contractor in respect of that claim would be statute-barred.

18 **Law and jurisdiction**

This Guarantee 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 laws of England and Wales and the parties hereby submit to the exclusive jurisdiction of the English courts. Nothing in this clause shall affect the ability of the Beneficiary to enforce any judgement against the Guarantor in any jurisdiction.

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

Appendix 3

Contract Area

Lot 2 – VIVID's housing stock which covers the southern area of Hampshire and surrounding areas.

Appendix 4 KPIs

KPI Rating - Aligned to the Procurement Act 2023 regardless of whether above or below the £5m threshold for publicly reporting		Good Performance is meeting or exceeding the KPI.	Approaching Target Performance is close of meeting the KPI.	Requires Improvement Performance is below the KPI	Inadequate Performance is significantly below the KPI.	Other Performance cannot be described as good, approaching target, requires improvement or inadequate		
Improvements Plans Due:		Meeting contractual obligations	Discuss and implement actions required to improve	Discuss and implement actions required to improve RISK PIP	Discuss and implement actions required to improve RISK PIP	Discuss and implement actions required to improve RISK PIP		
Additional Actions Due:		NFA	Acceptable, but undertake review to understand how to reach the Target. No Improvement Plan required.	Implement Improvement Plan in accordance with the Form of Contract	Implement Improvement Plan in accordance with the Form of Contract. Possible Grounds for Termination if deemed a significant compliance failure	Implement Improvement Plan in accordance with the Form of Contract. Possible Grounds for Termination if deemed a significant compliance failure		
KPI 1	Title of KPI	Source and Frequency of Data	Calculation Methodology	Score 5	Score 4	Score 3	Score 2	Score 1

Emergency Repairs Completion % of emergency repairs completed within 24 hours	Client - monthly	Number of repair Orders raised in month /divided by number of repairs completed on time.	97%	95%	90%	85%	80%
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KPI 2	Title of KPI Urgent Repairs Completion % of urgent repairs completed within 7 calendar days	Source and Frequency of Data Client - monthly	Calculation Methodology Number of repair Orders raised in month /divided by number of repairs completed on time.	Score 5 97%	Score 4 95%	Score 3 90%	Score 2 85%	Score 1 80%
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KPI 3	Title of KPI Routine Repairs Completion % of routine repairs completed within average of 14 calendar day	Source and Frequency of Data Client - monthly	Calculation Methodology Number of repair Orders raised in month /divided by number of repairs completed on time.	Score 5 97%	Score 4 95%	Score 3 90%	Score 2 85%	Score 1 80%
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KPI 4	Title of KPI	Source and Frequency of Data	Calculation Methodology	Score 5	Score 4	Score 3	Score 2	Score 1
	Planned (Batched & Minor Works) Repairs Completion	Client - monthly	Number of repair Orders raised in month /divided by number of repairs completed on time.	97%	95%	90%	85%	80%
	% of planned repairs completed within 120 calendar days							

KPI 5	Invoicing	Source and Frequency of Data	Calculation Methodology	Score 5	Score 4	Score 3	Score 2	Score 1
	Voids - General - Completion	Client - monthly	Number of repair Orders raised in month /divided by number of repairs completed on time.	97%	95%	90%	85%	80%
	% of general voids complete within 18 days							

KPI 6	Title of KPI	Source and Frequency of Data	Calculation Methodology	Score 5	Score 4	Score 3	Score 2	Score 1
	Voids - Major - Completion	Client - monthly	Number of repair Orders raised in month /divided by number of repairs completed on time.	97%	95%	90%	85%	80%
	% of major voids complete within 30 days							

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KPI 7	Title of KPI	Source and Frequency of Data	Calculation Methodology	Score 5	Score 4	Score 3	Score 2	Score 1
	Customer Satisfaction	Client - monthly	Number of customer satisfaction surveys divided by satisfaction scores	97%	90%	80%	70%	60%

KPI 8	Title of KPI	Source and Frequency of Data	Calculation Methodology	Score 5	Score 4	Score 3	Score 2	Score 1
	Contractor Health & Safety Compliance	Client - monthly	Number of customer satisfaction surveys divided by satisfaction scores	97%	95%	90%	85%	80%

% of subcontractor work sites passing H&S inspections without major non-conformance.

Defects Response Times

- **Day emergencies – to be repaired within 4 hours**
- **Emergency Repairs – to be completed within 24 hours**

Any defect that puts the health and safety of the tenant or a third party at immediate risk, or that affects the structure of the building adversely. Examples:

- Total loss of water
 - Burst water main
 - Flooding
 - Severe storm damage
 - Total loss of electricity supply
 - Major fault with electricity supply
 - Unsafe electrical fittings
 - Breaches of security to outside doors and windows
 - Total loss of gas supply
 - Gas leak
 - Blocked flue
 - Blocked main drains, soil pipe or sole toilet
 - Heating loss for elderly or vulnerable tenants, hot water loss for elderly or vulnerable tenants
 - Failure of lift
 - Failure of warden alarm or call system Fire damage
 - Offensive or racist graffiti
- **Urgent repairs – to be completed within 7 days**
 - Minor plumbing leaks or defects
 - Blocked drains, sinks, basins, bath, toilet
 - Defective cistern or overflow
 - Heating faults or breakdowns Minor electrical faults
 - Roof leaks
 - Blocked gutters
 - Severe dampness
 - Breaches of security to internal doors and windows
 - Failure of entry phone
 - Graffiti
 - Faulty extractor fan if only form of ventilation
 - Defective flooring
 - Faulty communal TV aerial
 - Damage to stair treads or hand rails or banisters
 - **Routine Repairs – to be completed within 14 days**

Defects than can be deferred without serious discomfort, inconvenience or nuisance to the tenant or a third party, or long-term deterioration of the building, and can await the next convenient maintenance visit.

- General joinery repairs
- Repairs to doors, windows and floors
- Repairs to external walls, fences and paths
- Repairs to walls, brickworks and slates or tiles
- Repairs or clearing of gutters and downpipes
- Repairs to kitchen fittings
- Repairs to plasterwork
- Dripping or leaking taps or shower units
- Other minor plumbing repairs
- Repairs to tiling
- Easing doors and windows
- Other minor day-to-day repairs or replacements

Appendix 5 – Building safety requirements

1 Part 2A of the Building Regulations

- 1.1 The Employer confirms to the Contractor that:
 - 1.1.1 it is aware of its duties under Part 2A of the Building Regulations; and
 - 1.1.2 it has provided the building information (as defined in Part 2A of the Building Regulations) to the other Dutyholders, as required by the Part 2A of the Building Regulations.
- 1.2 The Contractor warrants to the Employer that it meets and will continue to meet the Competency Requirements for the duration of the Contract Period.
- 1.3 The Contractor shall include, in each appointment/ sub-contract relating to the Works, a warranty equivalent to that set out in paragraph 1.2 of this Appendix 5.
- 1.4 The Contractor shall not and shall procure that any Contractor's Persons it appoints/ engages shall not sub-contract any Dutyholder responsibilities to any third party.
- 1.5 The Employer may, at any point during the Contract Period, require the Contractor to provide details and evidence of the professional qualifications of any Contractor's Person to ensure that the Contractor and the Contractor's Persons comply with and continue to meet the Competency Requirements. The Contractor agrees to provide all reasonable assistance to the Employer and/or to its authorised inspectors, as may be required from time to time, to ensure compliance with this paragraph 1.5.
- 1.6 If the Employer considers that any Contractor's Person does not meet the Competency Requirements, the Contractor shall, at the Employer's direction, replace or procure the replacement of the relevant individual within a reasonable period.
- 1.7 The Contractor shall notify the Employer as soon as reasonably practicable when there is any change in the organisational status or performance or professional accreditation of its employees or any individual or organisation performing works or services pursuant to this Contract that affects or could reasonably affect the Contractor's ability, or the ability of those persons or organisations, to meet the Competency Requirements.

2 Provision of assistance and compliance

- 2.1 The Contractor shall (and shall procure that the Contractor's Team shall), at no cost to the Employer, comply and cooperate with and provide all reasonable assistance to:
 - 2.1.1 the Employer, in order to enable the Employer to comply with any requirements of the Building Safety Legislation that apply to the Works; and
 - 2.2 the BSR, any relevant building control authority, The Ministry of Housing, Communities and Local Government, any person(s) undertaking functions as the Accountable Person and/or Principal Accountable Person and the Employer in respect of any matters falling within the scope of this Appendix 5, the Building Safety

Legislation, or the Contractor's and any member of the Contractor's Team's functions as a Dutyholder.

- 2.3 The Contractor shall (and shall procure that the Contractor's Team shall) comply, at no cost to the Employer, with the requirements of any Residents' Engagement Strategy that is relevant to the proper carrying out and completion of the Works.

3 Provision of information

- 3.1 In addition to its obligations under paragraph 2.1 of this Appendix 5, the Contractor shall (and shall procure that each member of the Contractor's Team shall) share with and supply to the Employer (at no cost to the Employer), in a digital format that complies with the Employer's requirements and is accessible by the Employer, in a timely manner (and in any event to ensure compliance with any timescales required under the Building Safety Legislation) all information and documents (including without limitation any notices, certificates, plans, drawings, specifications, orders, consents, demands, and documents relating to any Building Control Applications, construction control plans, and fire emergency plans) required by or in connection with the Building Safety Legislation.

- 3.2 In complying with its obligations under paragraph 3.1 of this Appendix 5, the Contractor shall, where required, utilise any information exchange facility prescribed by the BSR for the exchange of any relevant information and/or documents which is required to satisfy any matters or obligations owed under the Building Safety Legislation.

- 3.3 The Contractor acknowledges and agrees that any documentation and/or information produced in connection with the Works and falling within the scope of the Building Safety Legislation may be provided to and retained by the BSR and made available on a public register.

4 Termination

- 4.1 In the event that the Contractor is, at any time, in material breach of any of its obligations under this Appendix 5 and fails to remedy such breach within ten (10) Business Days from the date of notice from the Employer specifying the relevant breach, the Employer may terminate the Contractor's employment under this Contract by further notice to the Contractor with immediate effect and the provisions of clause 8.10 shall apply.

Appendix 6 – Golden Thread Documents

Golden Thread Documents means the documents specified in regulation 31 of the Gateways Regulations including, without limitation, the documents listed in the table below:

Design drawings

Evidence of works carried out (including photos – pre and post)

Datasheets of products used including application requirements

Evidence of application of products

Information relating to ongoing maintenance / servicing requirements

Competence declarations of the contractors carrying out the work

Evidence of competence

RAMS / METHOD STATEMENT

Commissioning certificates / compliance certificates / remedial works certificates



Pricing Document for Responsive Repairs, Minor Works and Void Refurbishment Works Contract

On behalf of

Vivid Homes

Prepared by


Faithorn Farrell Timms LLP

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Contents

	Title
	Lots
	Contact Details
	Percentage Adjustments against NHF Schedule of Rates
	Access Rates
	Daywork and Out of Hours Rates
	Miscellaneous Rates
	Price Framework Summary



Complete?
Complete
N/A

Lots

Please indicate which lot(s) your organisation would like to submit a tender for:

Lot No.	Name	Description	Yes/No	Priority
Lot 1	North	Works to properties within the North Area set by Vivid Homes	No	2
Lot 2	South	Works to properties within the South Area set by Vivid Homes	Yes	1

Contact Details

This Section is for information only

Question	Response
Full name of the Tendering Organisation completing this document:	[REDACTED]
Please provide the contact details for enquiries about this document:	
Name	[REDACTED]
Postal address (Line 1)	[REDACTED]
Postal address (Line 2)	[REDACTED]
Postal address (Line 3)	[REDACTED]
Postcode	[REDACTED]
Country	[REDACTED]
Phone	[REDACTED]
Mobile	[REDACTED]
E-mail	[REDACTED]

Price submission (Price Framework)

Section 1 Percentage Adjustments against NHF Schedule of Rates

		[REDACTED]	
Ref	Description	[REDACTED]	[REDACTED]
A001	Responsive Repairs and Minor Works priced using Version 8.0 of the NHF Responsive SoR Module	[REDACTED]	[REDACTED]
A002	Void Refurbishment Works priced using Version 8.0 of the NHF Responsive SoR Module	[REDACTED]	[REDACTED]

Price submission (Price Framework)

Section 2 Access Rates

It must be noted that the majority of access/scaffolding provisions will be provided under the Voids contract may be requested to provide access equipment on an ad hoc basis.

Table A - NHF Adjustment for Access

Ref	Description	UoM	
B001	Percentage uplift to the NHF Schedule of Rates Responsive Module v8.0, in relation to access provisions	%	

Price submission (Price Framework)

Section 3 Daywork and Out of Hours Rates

Table A - Daywork Rates

Ref	Description	UoM	Indicative Quantity
C001	General Building Craftsperson	Daily	15
C002	General Building Craftsperson	Hourly	100
C003	Roofer and Mate	Daily	15
C004	Roofer and Mate	Hourly	75
C005	Plumber	Daily	15
C006	Plumber	Hourly	50
C007	Gas Engineer	Daily	15
C008	Gas Engineer	Hourly	50
C009	Electrician	Daily	15
C010	Electrician	Hourly	50
C011	Carpenter	Daily	15
C012	Carpenter	Hourly	50
C013	Labourer	Daily	15
C014	Labourer	Hourly	50

Table B - Out of Hours Uplift

Tenderers are to note that this rate will not form part of the evaluation sustainability purposes.

Tenderers are required to provide an uplift percentage in respect of any work. The uplift percentage will be applied to the Tenderer's rates associated with any work to reflect the contract.

Tenderer: Elite South Ltd

Ref	Description	UoM	
C015	Percentage Uplift to be applied to all works undertaken out of hours, as set out within the Preliminaries	%	

Tender submission for Vivid - Minor Works and Void Refurbishment Contract (T1-7318)

Tenderer: Elite South Ltd

Tender submission for Vivid - Minor Works and Void Refurbishment Contract (T1-7318)

Tenderer: Elite South Ltd

Total (for evaluation):

#REF!

Price submission (Price Framework)

Section 4 Miscellaneous Rates

For information purposes only

Ref	Description	UoM	
D001	Percentage for preliminaries allowed for in submitted rates	%	
D002	Percentage for profit allowed for in submitted rates	%	
D003	Percentage for overhead allowed for in submitted rates	%	

Price submission (Price Framework)

Price Framework - Summary

Table not applicable (Relates to Lot 1)		
Ref	Description	Weighting for Price Evaluation
1	Percentage Adjustments to NHF V8.0 Schedule of Rates	20%
2	Access Rate	2.5%
3	MEWP Rate	5%
4	Daywork Rates	2.5%
5	Miscellaneous	N/A

Lot 2: South		
Ref	Description	Weighting for Price Evaluation
1	Percentage Adjustments to NHF V8.0 Schedule of Rates	20%
2	Access Rate	2.5%
3	MEWP Rate	5%
4	Daywork Rates	2.5%
5	Miscellaneous	N/A